



Engineering and Construction Contract

OPTION C: TARGET CONTRACT WITH ACTIVITY SCHEDULE

Contract Data Forms

June 2017
(with amendments January 2019)

Six Bells Inlet and Outlet Structures Design and Build 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 C, 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

The refurb project will focus on four key areas:

1. Inlet construction to CA standard design on the reed beds and health and safety upgrades
2. Cascade outlet and lagoon inlet and outlet redesign including H&S upgrades
3. Improvement to discharge Weir at the Reed Bed
4. Works to the Sludge Drying bay

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

[REDACTED]

Address for communications

200 Lichfield Lane, Mansfield, Nottingham,
NG18 4RG

Address for electronic communications

[REDACTED]

The *Supervisor* is

Name	TBC
Address for communications	
Address for electronic communications	

The Scope is in	EV00450 Six Bells Inlet &Outlet Structure Scope R3
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The Site Information is in	EV00450 Six Bells NEC4 ECC Site Information
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The <i>boundaries of the site</i> are	Included EV00450 Six Bells Inlet & Outlet Structure Scope R3 document
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The <i>language of the contract</i> is	English
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The <i>law of the contract</i> is the law of	England and Wales
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The <i>period for reply</i> is	Two weeks	except that
• The <i>period for reply</i> for	Design review and acceptance	is One week
• The <i>period for reply</i> for		is

The following matters will be included in the Early Warning Register	Additional Improvement works to the Cascade Winter Working Expedite Programme to complete works in FY 21/22 Draining Reed bed down for 35 consecutive days for works around reed bed
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Early warning meetings are to be held at intervals no longer than	Two Weeks
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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)	Contract award date	October 21
(2)	Completion at site	April 22
(3)		

If Option C, D, E or F is used

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than

Four weeks

3 Time

The *starting date* is

One Week from the contract date

The *access dates* are

	part of the Site	date
(1)	Areas specified by the CDM boundary	On the Starting date
(2)	Access to the plant room	To be agreed with the STS operators and PM
(3)		

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

Four 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

June 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

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

Any works that impact the normal operation and resulting in an environment/ H&S incident

is 24hrs

- The *defect correction period for*

is

5 Payment

The *currency of the contract* is the

Pounds sterling (£)

The *assessment interval* is

Calendar Month

The *interest rate* is 2.5 % per annum (not less than 2) above the

Base

rate of the

Nat West

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

The *Contractor's share percentages* and the *share ranges* are

share range

Contractor's share percentage

less than

%

%

from

% to %

%

from

% to %

%

greater than

%

%

The *exchange rates* are those published in

on (date)

6 Compensation events

The place where weather is to be recorded is

Abertillery (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

Abertillery (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

N/A

If there are additional compensation events

These are additional compensation events

- 1) The *Client* and/or STS do agree the access date to the Water Treatment Building when the *Contractor* provides this date 2 weeks in advance of required access (Offer letter reference 3)
- 2) The *Client* and/or STS do not grant the *Contractor* access to the Water Treatment Building on the agreed access date (Offer letter reference 3)
- 3) Any existing underground obstructions that impede the installation of the new cascade inlet pipework immediately North (upstream) of the existing lagoon inlet Gate valve chamber (Offer letter reference 4)
- 4) Existing chemical dosing pumps cannot achieve the required head to pump the chemicals to 2nd lowest cascade step (Offer letter reference 5)
- 5) Any of the existing valves within the works site boundary are not fully operational and available for reuse (Offer letter reference 8)
- 6) Any of the existing infrastructure that interfaces with the new installation that requires replacement and/or remediation works to achieve 25 year design life (Offer letter reference 10)
- 7) The existing reedbed liner is not suitable for reuse and weld to the front face of the new inlet channel and requires replacement and/or remediation works as it is not (Clarification reference 48)

- 8) The existing reedbed liner does not currently comply to the current *Client* standards and requires replacement and/or remediation works (Clarification reference 48)
- 9) Client and/or Others delay Client and/or Others owned dates highlighted within the tender programme.
- 10) Any modifications/remediation to the cascade other than bolting a new pipe flange to an existing pipe flange

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 <i>tribunal</i> is	Arbitration
If the <i>tribunal</i> 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
	The place where arbitration is to be held is	Nottingham
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> 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)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

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-	<input type="text" value="-"/>	linked to the index for	<input type="text" value="-"/>
0-	<input type="text" value="-"/>		<input type="text" value="-"/>
0-	<input type="text" value="-"/>		<input type="text" value="-"/>
0-	<input type="text" value="-"/>		<input type="text" value="-"/>
0-	<input type="text" value="-"/>		<input type="text" value="-"/>
0-	<input type="text" value="-"/>		<input type="text" value="-"/>
0-	<input type="text" value="-"/>	non-adjustable	<input type="text" value="-"/>
1.00	<input type="text" value="-"/>		

The ~~base date~~ for indices is

The commencement of the Framework

These indices are

Office for National Statistics - All-Construction Output Price Index

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

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)	<input type="text" value="-"/>	<input type="text" value="-"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The bonus for the remainder of the <i>works</i> is		<input type="text"/>

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)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the works are		<input type="text"/>

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

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
<input type="text" value="-"/>	for	<input type="text" value="-"/>
<input type="text" value="-"/>	for	<input type="text" value="-"/>
<input type="text" value="-"/>	for	<input type="text" value="-"/>
<input type="text" value="-"/>	for	<input type="text" value="-"/>

X18: Limitation of liability

If Option X18 is used The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

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

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

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than

excluded matter, is limited to

Three times the contract value

The *end of liability date* is 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

~~X22: Early Contractor involvement (only used with Options C and E)~~

If Option X22 is used		The Budget is	
	Item	description	amount
	(1)	<input type="text" value="-N/A"/>	<input type="text" value="-"/>
	(2)	<input type="text" value="-"/>	<input type="text" value="-"/>
	(3)	<input type="text" value="-"/>	<input type="text" value="-"/>
	(4)	<input type="text" value="-"/>	<input type="text" value="-"/>

The *Contractor* prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than

The *Contractor* prepares forecasts of the total Project Cost at intervals no longer than

If there are additional events which could change the Budget	These are additional events which could change the Budget	
	(1)	<input type="text" value="-"/>
	(2)	<input type="text" value="-"/>
	(3)	<input type="text" value="-"/>

The *budget incentive* is % of the saving

~~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 period for payment is 21 days after the date on which payment becomes due the final date for payment is not fourteen 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
	-	-
	-	-
	-	-
	-	-

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
	<div>Coal Authority Framework Contract for Minewater Treatment Works Design, Build, Refurbishments & Minor Works</div> <div>Amendments to contract and Z clauses</div>

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	

The *fee percentage* is %

The *working areas* are The Site, contractor's operational office,
contractor's main office, client office

The *key persons* are

Name (1)	<input type="text"/>
Job	Contracts Manager
Responsibilities	Overall responsibility for successful delivery
Qualifications	HND Civil Engineering SMSTS Site Safety Management CSCS – Site Manager NVQ Level 5 – Integral Leadership Temporary Works Coordinator
Experience	Contract Manager for JNB for 3 years. Includes all Lot 2 schemes to date and Lincoln Defenses for the EA
Name (2)	<input type="text"/>
Job	Site Manager
Responsibilities	Day to day management of the project
Qualifications	HNC SMSTS Site Safety Management CSCS – Academically Qualified Person CPCS – Appointed person Temporary Works Coordinator
Experience	Site manager with JNB for 2 years on the Welsh Water Framework

The following matters will be included in the Early Warning Register

Material availability
Access to the Water Treatment building
Underground obstructions immediately North (upstream) of the existing lagoon inlet
Gate valve chamber
Existing chemical dosing pumps not suitable for the new dosing location
Operation of existing valves within the site boundary
Condition of existing infrastructure
Existing reedbed liner not suitable for reuse
Client and/or Others delay Client and/or Others owned dates highlighted within the tender programme.

COVID-19

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

XV26_Six_Bells_MWTS
_ _ Vivian_Colliery_
_Tender_Programme_R
ev.02

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 activity schedule is

JNB_
_EV00450_Six_Bells_Ac
tivity_Schedule (2)

The tendered total of the Prices is

£410,292.67

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

X22: Early *Contractor* involvement (only used with Options C and E)

If Option X22 is used

The Stage One *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The Pricing Information is in

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Schedule of Cost Components

The listed items of Equipment purchased for work on the contract, with an on cost charge, are
– See JNB framework agreement Lot_2_Pricing_Sheet.xlsx

Equipment	time-related on cost charge	per time period
<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 rates for special 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 – See JNB framework agreement Lot_2_Pricing_Sheet.xlsx

category of person	rate

The rates for Defined Cost of design outside the Working Areas are – See JNB framework agreement Lot_2_Pricing_Sheet.xlsx

category of person	rate

The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are