



# Engineering and Construction Contract

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## Contract Data Forms

June 2017

(with amendments January 2019)

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

#### **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)

Main Option	C	Option for resolving and avoiding disputes	W2
Secondary Options	X2, X11, X15, X18, X21 & Y(UK)2		
The <i>works</i> are	Excavation and removal of existing access track, damaged culvert and made ground. Design and build of the new permanent culvert for Ash Gill Beck and reinstate the access track.		

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	
Address for communications	As Client
Address for electronic communications	

The *Supervisor* is

Name	
Address for communications	As Client
Address for electronic communications	

The Scope is in

EV00467-002-DOC1\_NEC4 ECC\_Scope Design and Build Lot 2\_FINAL V1.docx

The Site Information is in

EV00467 Horden At Refurb\_NEC4 ECC – Site Information\_FINAL.doc

The boundaries of the site are

Included in the site information “EV00467 Horden At Refurb\_NEC4 ECC – Site Information\_FINAL.doc”  
Refer **Figure 6** within the above document.

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

Two Weeks

• The period for reply for

is

The following matters will be included in the Early Warning Register

(1) The *Works* area is in close proximity to Network Rail land, assets and infrastructure. There is a requirement to enter into a Basic Asset Protection Agreement with Network Rail. The *Contractor* shall comply with all statutory requirements in this regard.  
(2) The drawings indicate buried services are present within the works area.  
(3) Winter working.  
(4) COVID Impact.  
(5) Operational impacts  
(6) Earthworks quantities  
(7) High wind speeds

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

one week

## 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 project specific

*condition* to be met

*key date*

(1) None

(2)

(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

14 February 2022

The *access dates* are

part of the Site

date

(1) Phase 1 Vegetation Clearance

21 February 2022

(2) Phase 2 Full mobilisation to site

04 April 2022

(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*

30<sup>th</sup> June 2022

Taking over the *works* the  
before the Completion Date

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

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

Two 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

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

If Option C or D is used

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

<i>share range</i>		<i>Contractor's share percentage</i>
less than	90 %	0 %
from	90 % to 100 %	50 %
from	100 % to 110 %	50 %
greater than	110 %	100 %

If Option C, D, E or F is used The *exchange rates* are those published in

Financial Times

on 1 July 2021 (date)

## 6 Compensation events

The place where weather is to be recorded is

The site

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

Peterlee (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 <i>weather data</i> for each <i>weather measurement</i> for each calendar month are
	<div>N/A</div>
If Option A or B is used	The <i>value engineering percentage</i> is 50%, unless another percentage is stated here, in which case it is <div></div> %
If Option B or D is used	The <i>method of measurement</i> is <div></div>
If there are additional compensation events	These are additional compensation events
	<div>None</div>

8 Liabilities and insurance

If there are additional <i>Client's</i> liabilities	These are additional <i>Client's</i> liabilities
	(1) <div>None</div>
	(2) <div></div>
	(3) <div></div>
	The minimum amount of cover for insurance against loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor</i> Providing the Works for any one event is <div>£10,000,000</div>
	The minimum amount of cover for insurance against death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with the contract for any one event is <div>£10,000,000</div>

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

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

Arbitration

If the *tribunal* is arbitration

The *arbitration procedure* 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 *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)

[REDACTED]

Address for communications

The Coal Authority  
200 Lichfield Lane  
Mansfield  
NG18 4RG

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

The Coal Authority  
200 Lichfield Lane  
Mansfield  
NG18 4RG

Address for electronic communications

[REDACTED]

The *Adjudicator* is

Name

As appointed by the nominated body

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Adjudicator nominating body* is

[REDACTED]

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 (used only with Options A, B, C and D)

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~~

~~The commencement of the Framework~~

~~These indices are~~

~~Office for National Statistics All-Construction Output Price Index~~

### X3: Multiple currencies (used only with Options A and B)

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

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

## 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)	<input type="text" value="-"/>	<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 delay damages for the remainder of the <i>works</i> are		<input type="text" value="-"/>

## 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

—
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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

—
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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 used      The ~~retention free~~ amount is        
The ~~retention free~~ amount 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 <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 contract value
	The <i>end of liability date</i> is <input type="text" value="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 <del><i>incentive schedule</i></del> for Key Performance Indicators is in	<input type="text" value="-"/>
	A report of performance against each Key Performance Indicator is provided at intervals of	<input type="text" value="-"/> 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="-"/>	<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="-"/>
	Total		<input type="text" value="-"/>
	The <del><i>Contractor</i></del> prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than		<input type="text" value="-"/>
	The <del><i>Contractor</i></del> prepares forecasts of the total Project Cost at intervals no longer than than		<input type="text" value="-"/>
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 <del><i>budget incentive</i></del> is <input type="text" value="-"/> % 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 Contracts (Rights of Third Parties) Act 1999

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 21 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

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	Seymour Civil Engineering Contractors Ltd
Address for communications	Seymour House Harbour Walk Hartlepool TS24 0UX
Address for electronic communications	

The *fee percentage* is  %

The *working areas* are

The *key persons* are

Name (1)	
Job	Contracts Manager
Responsibilities	See Attached CV
Qualifications	
Experience	
Name (2)	
Job	Site Manager
Responsibilities	See Attached CV
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

In relation to the excavation and filling of the embankment – We have utilised the topographical survey provided by the Coal Authority to assess quantities. Our cut and fill assessment and associated design conclusion is that the material is balanced out and that there is no requirement to remove excavated material from site or import new material to form the embankments. We have however, included to undertake a full topographical survey once the vegetation clearance is completed, where final cut and fill quantities will be concluded. Excavated material shall be assessed, in order to ensure it is compatible for either the structural build up to the access track or as suitable fill to the embankments in accordance to the identified industry standard specification. Any costs associated with removing surplus or unsuitable materials, importing replacement or additional fill material as a result of the above shall be recovered through the contract.



## 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

26.11.21-E7413-Coal  
Authority-Horden  
Access Track-Tender  
Programme-PDF-Rev A

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

30<sup>th</sup> June 2022

## 5 Payment

If Option A or C is used

The *activity schedule* is

26.11.21-E7413-CA-  
Horden Access Track-  
Detailed BoQ

If Option B or D is used

The *bill of quantities* is

If Option A, B, C or D is used

The tendered total of the Prices is

If Option F is used

Work which the *Contractor* will do is

activity

price

## Resolving and avoiding disputes

If Option W1 or W2 is used

The *Senior Representatives* of the *Contractor* are

Name (1)

Address for communications

Seymour House  
Harbour Walk  
Hartlepool  
TS24 0UX

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

### 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 (only used with Options C, D or E)

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

Equipment	time-related on cost charge	per time period
As Lot 2 Pricing Sheet		

The rates for special Equipment are

Equipment	rate
As Lot 2 Pricing Sheet	

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the Contractor are

category of person	rate
As Lot 2 Pricing Sheet	

The rates for Defined Cost of design outside the Working Areas are

category of person	rate
As Lot 2 Pricing Sheet	

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

## Data for the Short Schedule of Cost Components (only used with Options A or B)

The *people rates* are

category of person

unit

rate

As Lot 2 Pricing Sheet		

The published list of Equipment is the edition current at the Contract Date of the list published by

CECA

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment

rate

As Lot 2 Pricing Sheet	

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person

rate

As Lot 2 Pricing Sheet	

The rates for Defined Cost of design outside the Working Areas are

category of person

rate

As Lot 2 Pricing Sheet	

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

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