



Framework Contract for Skewen Phase 2 Minewater Transfer Network and Flow Monitoring

Lot 1

Mini Competition:

**GOSHEN PARK, SKEWEN, NEATH PORT
TALBOT SA10 6PT**

Mini-Competition Reference: CA18/4953



Engineering and Construction Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Data

PART ONE –

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

A

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X11, X18 & Y(UK)2

The *works* are

Mine Water Transfer Network, Drainage Level Network and Drainage Level flow monitoring including associated ancillary infrastructure.

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

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Address for electronic communications

The *Supervisor* is

Name

Address for communications

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Address for electronic communications

The Scope is in

I-363005-2021-11-26 I-363005_07_DOC1 Rev C1
Scope

The Site Information is in

Site Information, Document Reference: I-
363005_07_DOC2

The *boundaries of the site* are

The site annotated on drawing I-363005-07-
09.

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

 is

• The *period for reply* for

 is

The following matters will be included in the Early Warning Register

- Ordinary Watercourse Consent could take longer than 4 weeks for response.
- Section 50 Application could take longer than 4 weeks for response.
- Approval for access to Network Rail land not be in place for the starting date.
- Changes to the Scope as a result of existing utilities identified on site.
- Restrictions on hours for road closures may be imposed during negotiations for the Section 50.
- Requirement for TCO imposed by Local Highway Authority.
- Material encountered is contaminated and not suitable for disposal as inert material.

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

4 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 project specific

condition to be met

key date

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

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

3 Time

The *starting date* is

The *access dates* are

	part of the Site	date
(1)	<input type="text" value="Whole of the site"/>	<input type="text" value="08.07.2022"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

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

If the *Client* has decided the *completion date* for the whole of the *works* The *completion date* for the whole of the *works*

Taking over the *works* before the Completion Date The *Client* **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

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

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

The *defect correction period* is except that

- The *defect correction period* for is
- The *defect correction period* for is

5 Payment

The *currency of the contract* is the

The *assessment interval* is

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

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	<input type="text"/> %	<input type="text"/> %
from	<input type="text"/> % to <input type="text"/> %	<input type="text"/> %
from	<input type="text"/> % to <input type="text"/> %	<input type="text"/> %
greater than	<input type="text"/> %	<input type="text"/> %

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

6 Compensation events

The place where weather is to be recorded is

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 hours GMT

and these measurements:

The *weather measurements* are supplied by

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

which were recorded at

and which are available from

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></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><div>- Greater than 10 trial holes required over a period in excess of two weeks.</div><div>- The Local Highway Authority specify that a RASWA TCO is required to be in attendance.</div></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 Million</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 Million</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

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

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Address for electronic communications

Name (2)

Address for communications

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Address for electronic communications

The *Adjudicator* is

Name

To be jointly agreed

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 (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.	<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

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

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)	<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="-"/>

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 <i>works</i> is		-

X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *works* are

£0.00 -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 <i>works</i> 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

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	£10 million
	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	£10 million
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	£5 million
	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 <i>works</i>		

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used	The <i>incentive schedule</i> 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 <i>Contractor</i> 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 <i>Contractor</i> 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 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)3: 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

-

 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

Attached to the tender documentation

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 working areas are any JN Bentley Ltd, JBAB, Mott MacDonald or Mott MacDonald Bentley office or "home" where members or staff whose cost is recoverable under the contract are working from home.

The *key persons* are

Name (1)

[REDACTED]

Job

Operations Manager

Responsibilities

Operational Management of the project

Qualifications

CV Available upon request

Experience

CV Available upon request

Name (2)

[REDACTED]

Job

Commercial Manager

Responsibilities

Commercial Management of the project

Qualifications

CV Available upon request

Experience

CV Available upon request

The following matters will be included in the Early Warning Register

- Ordinary Watercourse Consent could take longer than 4 weeks for response.
- Section 50 Application could take longer than 4 weeks for response.
- Approval for access to Network Rail land not be in place for the starting date.
- Changes to the Scope as a result of existing utilities identified on site.
- Restrictions on hours for road closures may be imposed during negotiations for the Section 50.
- Requirement for TCO imposed by Local Highway Authority.
- Material encountered is contaminated and not suitable for disposal as inert material.

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

None

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

TBC

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

If Option A or C is used

The *activity schedule* is

Skewen Mine Water
Transfer Network -
Activity Schedule Rev A

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

£1,000,295.24

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

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 (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
<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

Equipment	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"/>

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

category of person	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"/>

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

category of person	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"/>

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
<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 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
<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 Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	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"/>

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

--