



# Engineering and Construction Contract

OPTION C: TARGET CONTRACT WITH ACTIVITY SCHEDULE

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## 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 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

Y(UK)2, X2, X7, X11, X15, X18, X21

The *works* are

Design, Construct and commission a new high density sludge treatment plant and decommission the existing treatment plant.

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

Address for communications

200 Lichfield Lane, Mansfield, Nottingham,  
NG18 4RG

Address for electronic communications

The *Supervisor* is

Name

TBC

Address for communications

Address for electronic communications

The Scope is in

The Site Information is in

The *boundaries of the site* are

The language of the contract is

The *law of the contract* is the law of

The *period for reply* is  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

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

## 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 to be met</i>	<i>key date</i>
(1)	<input type="text" value="None"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

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

4 Weeks

### 3 Time

The *starting date* is

The Contract date

The *access dates* are

part of the Site

date

(1) All site areas

On starting date

(2)

(3)

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

4 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

30/07/2023

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

3 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

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

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

*share range*

*Contractor's share percentage*

less than

90

%

0

%

from

90

% to

100

%

50

%

from

100

% to

110

%

50

%

greater than

110

%

100

%

The *exchange rates* are those published in

n/a

on

n/a

(date)

## 6 Compensation events

The place where weather is to be recorded is

Neath Port Talbot (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

Neath Port Talbot (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

None

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1)

None

(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

£10 Million

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

£10 Million

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	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	

The *Contractor* provides these additional insurances

(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	

## 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 *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

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

1.	<input type="text" value="0"/>	linked to the index for	All Construction (new works and repair and maintenance)
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

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"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(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"/>	- <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 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)	Detailed design Construction and commissioning	£0.01
(2)	Decommissioning	£0.01
(3)		
(4)		
The delay damages for the remainder of the works are		£0.01

## 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: Multipart 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 matters, is limited to

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="-"/>	<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 <del>Contractor</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>Contractor</del> prepares forecasts of the total Project Cost at intervals no longer 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)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	<b>term</b>	<i>beneficiary</i>
	<div>-</div>	<div>-</div>
	<div>-</div>	<div>-</div>
	<div>-</div>	<div>-</div>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	<b>term</b>	<i>beneficiary</i>
	<div>The provisions of Options Y(UK)1</div>	<div>Named Suppliers</div>

**Z: Additional conditions of contract**

If Option Z is used	The <i>additional conditions of contract</i> are
	<div>Coal Authority Framework Contract for Minewater Treatment Works Design, Build, Refurbishments &amp; Minor Works  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

Kier Integrated Services Ltd

Address for communications

Building 3000,  
Cambridge Research Park,  
Beach Drive,  
Waterbeach,  
Cambridge,  
CB25 9PD

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED] %

The *working areas* are

The Site, any office and home working

The *key persons* are

Name (1)

[REDACTED]

Job

Framework Manager

Responsibilities

Overall responsibility for the Framework

Qualifications

BSc (Hons)

Experience

Over 25 years in the industry

Name (2)

[REDACTED]

Job

Commercial Manager

Responsibilities

Overall commercial responsibility for the Framework

Qualifications

MSc, BSc (Hons), MCInstCES

Experience

Over 20 years in the industry

The following matters will be included in the Early Warning Register

All items included within the Risk Register submitted within the tender



## 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

N/A

## 3 Time

If a programme is to be identified in the Contract Data      The programme identified in the Contract Data is

Kier Q2 Programme  
16.09.21

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

N/A

## 5 Payment

The *activity schedule* is

Kier Activity Schedule v2  
14-10-21

The tendered total of the Prices is

## Resolving and avoiding disputes

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

Name (1)

Address for communications

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

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
As per Framework Agreement	<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

Graduate Engineer
CAD Manager
Senior CAD Technician
Junior CAD Technician
Head of Professional Services
Chief Engineer
Commercial Manager
Technical Administrator
Head of Discipline
Engineering Manager
Principal Engineer
Design Engineer
Senior Engineer
Assistant Engineer