



Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019)

Option for resolving and avoiding disputes W2

Secondary Options Y(UK)2, X2, X11, X15, X18, X21

The *works* are Mechanical and electrical refurbishment of the subsidence pumping station

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

Address for communications 200 Lichfield Lane, Mansfield, Nottingham, NG18 4RG

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

- Site is susceptible to fluvial flooding.

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</i> to be met	<i>key date</i>
(1)	Pumps, MCC panel, VSDs and GRP kiosk identified in the Scope are to be procured and delivered before the key date.	31 st March 2022
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

3 Time

The *starting date* is

The *access dates* are

	part of the Site	date
(1)	All site areas	on <i>starting date</i>
(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

Contractor defined

Taking over the *works*
before the Completion
Date

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

An emergency

is

24 hours

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

6 Compensation events

The place where weather is to be recorded is

Ryehill (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

Ryehill (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

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

%

If there are additional
compensation events

These are additional compensation events

None

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's* liabilities

(2)	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
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

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name	As appointed by the nominated body
Address for communications	
Address for electronic communications	
The <i>Adjudicator nominating body</i> 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 <i>Dispute Avoidance Board nominating body</i> is	-

X1: Price adjustment for inflation

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0-	-	linked to the index for	-
0-	-		-
0-	-		-
0-	-		-
0-	-		-
0-	-		-
0-	-	non-adjustable	-
1.00	-		

The base date for indices is	-
These indices are	-

X3: Multiple currencies

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
-	-	-
-	-	-

-	-	-
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The ~~exchange rates~~ are those published in

-

on

-

 (date)

X5: Sectional Completion

If Option X5 is used ~~_____~~ The ~~completion date~~ for each ~~section~~ of the ~~works~~ is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	-	-
(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)	-	-
(2)	-	-
(3)	-	-
(4)	-	-
The bonus for the remainder of the works is		-

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)	-	-
(2)	-	-
(3)	-	-
(4)	-	-
The delay damages for the remainder of the works 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	<div>-</div>
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X14: Advanced payment to the Contractor

If Option X14 is used	The amount of the advanced payment is	<div>-</div>
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The period after the Contract Date from which the Contractor repays the instalments in assessments is	<div>-</div>
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The instalments are (either an amount or a percentage of the payment otherwise due)	<div>-</div>
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Advanced payment bond	-An advanced payment bond <u>is/is not</u> required (Delete as applicable)
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X15: The Contractor's design

If Option X15 is used

The *period for retention* following Completion of the whole of the *works* or earlier termination is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

£5 million

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

6 years

X16: Retention

If Option X16 is used

The ~~retention free~~ amount is

The ~~retention percentage~~ is

%

Retention bond ~~The Contractor may give the Client a retention bond (Delete as applicable)~~

X17: Low performance damages

If Option X17 is used ~~The amounts for low performance damages are~~

~~amount~~ ~~performance level~~

~~for~~

~~for~~

~~for~~

~~for~~

X18: Limitation of liability

If Option X18 is used

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

Three times the value of the works

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

Three times the value of the works

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

Three times the value of the works

The *end of liability date* is

6

years after the Completion of the whole of the *works*

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

~~If Option X20 is used~~

The *incentive schedule* for Key Performance Indicators is in

--

~~A report of performance against each Key Performance~~

~~Indicator is provided at intervals of~~

– months

Y(UK)1: Project Bank Account

~~Charges made and interest paid by the project bank~~

~~The Contractor **is/is not** to pay any charges made and to be paid any interest paid by the project bank (Delete as applicable)~~

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is

21

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

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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 ECS Engineering Services Limited

Address for communications Fulwood Road South
Sutton-in-Ashfield
Nottinghamshire
NG17 2JZ

Address for electronic communications

The *fee percentage* is %

The *working areas* are

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

- Site is susceptible to fluvial flooding.

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

TCA scope documents and tender submission

3 Time

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

As provided in tender submission

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

03/06/2021

5 Payment

The *activity schedule* is

As provided in tender submission

The tendered total of the Prices is

£ 443,982.00

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 <i>information execution plan</i> is to be identified in the Contract Data	The <i>information execution plan</i> identified in the Contract Data is	Not used
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Y(UK)1: Project Bank Account

If Option Y(UK)1 is used	The <i>project bank</i> is
	Not used
	<i>named suppliers</i> are

Data for the Short Schedule of Cost Components

The *people rates* are

category of person	unit	rate

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

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment	rate

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

category of person	rate

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

category of person	rate

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