

Pavement Framework

Lots 1 to 6

Contract Data Part 1

CONTENTS AMENDMENT SHEET

Amend No.	Revision No.	Amendments	Initials	Date

CONTRACT DATA

Part one – Data provided by the *Employer*

The Data which will apply to all work under the Framework Contract is

- The conditions of the framework contract are the clauses of the NEC3 Framework Contract (April 2013) and the mandatory Z clauses and optional clause Z34 in the document entitled “Z clauses (Framework Contract)”.
- The *Employer* is Highways England Company Limited (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ.
- The Affected Property is Highways England’s [South West]¹ Region, more particularly described in the Framework Information.
- The Framework Information is in the document entitled “Framework Information”.
- The *scope* is the carrying out of schemes of work with an estimated value [at or] above the threshold of £1,000,000 (or any higher threshold set by the Framework Board from time to time in accordance with the process described in the Framework Information) within the Affected Property, including the provision, delivery and laying of bound materials for base, binder course and surface course in accordance with the 700 and 900 series of the Specification for Highway Works and the planing, removal and/or reuse of existing pavement structures, all as more particularly described in the Framework Information.
- The *selection procedure* is in the Framework Information.
- The *quotation procedure* is in the Framework Information.
- The *end date* is 208 weeks after the date of award of the framework contract.
- The *Contracting Bodies* are the *Employer* and these bodies
[Executive Agencies of the Department for Transport
Other Central Government Departments and Executive Agencies
Transport for London
Local Highways Authorities in England
Welsh Assembly Government
Northern Ireland Assembly
Transport for Scotland Design Build & Finance Operators (DBFO’s)
Any supplier appointed to the Collaborative Delivery Framework or its successor
Any Supplier appointed under Asset Delivery (AD) contract.
Any other Tier 1 or Tier 2 supplier to the *Employer*]
- The *Adjudicator* is the person chosen by the Parties from the list of adjudicators published by the Institution of Civil Engineers.

¹ Amend as appropriate.

- The *language of this contract* is English.
- The *law of the contract* is the law of England, subject to the jurisdiction of the Courts of England.
- The *Adjudicator nominating body* is the Institution of Civil Engineers.
- The *tribunal* is arbitration.
- The *arbitration procedure* is the Institution of Civil Engineers Arbitration Procedure (April 2012).
- The place where arbitration is to be held is London.
- 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 arbitratoris the President for the time being of the Institution of Civil Engineers or his nominee.
- The Quality Plan is provided within four weeks of the date of award of the framework contract.
- The *quality table* is in the Framework Information.
- The *currency of this contract* is the pound sterling (£).
- The *interest rate* is, unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require, 3% per annum above the Bank of England base rate in force from time to time.

The Data which will apply to all Time Charge Orders let under the NEC3 Professional Services Short Contract is

- The *period for reply* is two weeks.
- The *defects date* is 52 weeks after Completion.
- All work is to be carried out on a time charge basis.
- The period for payment is 14 days.
- The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013), together with the mandatory Z clauses and optional clause Z34 in the document entitled “Z clauses (Framework Contract)” and the Z clauses in the document entitled “Z clauses (Professional Services Short Contract)”.
- The *expenses* stated by the *Client* are

item	amount
Travel and Subsistence	Payment in accordance with the <i>Client's</i> scale
<i>[add any other reimbursable expenses]</i>	

- The Scope is in the document entitled “Scope”.

The Data which will apply to all Package Contracts let under the NEC3 Engineering and Construction Contract is

- 1 General**
- The *conditions of contract* are the core clauses and the clauses for dispute resolution Option W2 and secondary Options Y(UK)2 and Y(UK)3 of the NEC3 Engineering and Construction Contract (April 2013), together with
 - the mandatory Z clauses and optional clause Z34 in the document entitled “Z clauses (Framework Contract)”,
 - the mandatory Z clauses in the document entitled “Z clauses (Engineering and Construction Contract)” and
 - the main Option, secondary Options (X and Y(UK) clauses) and optional Z clauses (if any) listed in the additional Contract Data for the Package Contract.
 - The Works Information is in the document entitled “Works Information”.
 - The *period for reply* is two weeks.
 - If the Package Contract is let under main Option C, D or E, the *Contractor* prepares forecasts of Defined Cost for the *works* at intervals no longer than one month.
- 3 Time**
- The *Employer* is not willing to take over the *works* before the Completion Date unless stated otherwise in the additional Contract Data for the Package Contract.
 - If no programme is identified in part two of the additional Contract Data for the Package Contract, the *Contractor* is to submit a first programme for acceptance within two weeks of the *starting date*.
 - The *Contractor* submits revised programmes at intervals no longer than [●] weeks.
- 4 Testing and Defects**
- The *defects date* is 52 weeks after Completion of the whole of the *works*.
 - The *defect correction period* is four weeks except that
 - the *defect correction period* for [●] is [●] weeks
 - the *defect correction period* for [●] is [●] weeks.
- 5 Payment**
- The *assessment interval* is one calendar month.
 - If the Package Contract is let under main Option C, D or E, the *exchange rates* are those published in the Financial Times on the assessment date when the payment in another currency is included in

the Price for Work Done to Date.

Option C or D [if used] • The *Contractor's share percentages* and the *share ranges* are

<i>share range</i>	<i>Contractor's share percentage</i>
less than 100%	50%
from 100% to 120%	50%
greater than 120%	100%

Clause Y(UK)3 • **term** • **person or organization**
 • The provisions of Option Y(UK)1 (if used) • **Named Suppliers**

The Data which will apply to all Package Contracts let under the NEC3 Engineering and Construction Subcontract is

- 1 General**
- The *conditions of subcontract* are the core clauses and the clauses for dispute resolution Option W2 and secondary Options Y(UK)2 and Y(UK)3 of the NEC3 Engineering and Construction Subcontract (April 2013), together with
 - the mandatory Z clauses and optional clause Z34 in the document entitled “Z clauses (Framework Contract)”,
 - the mandatory Z clauses in the document entitled “Z clauses (Engineering and Construction Subcontract)” and
 - the main Option, secondary Options (X clauses) and optional Z clauses (if any) listed in the additional Contract Data for the Package Contract.
 - The Subcontract Works Information is in the document entitled “Subcontract Works Information”.
 - The *period for reply* is
 - for a reply by the *Contractor* [●] weeks
 - for a reply by the *Subcontractor* two weeks.
 - If the Package Contract is let under main Option C, D or E, the *Subcontractor* prepares forecasts of Defined Cost for the *subcontract works* at intervals no longer than one month.
- 3 Time**
- The *Contractor* is not willing to take over the *subcontract works* before the Completion Date unless stated otherwise in the additional Contract Data for the Package Contract.
 - If no programme is identified in part two of the additional Contract Data for the Package Contract, the *Subcontractor* is to submit a first programme for acceptance within two weeks of the *subcontract starting date*.
 - The *Subcontractor* submits revised programmes at intervals no longer than [●] weeks.
- 4 Testing and Defects**
- The *defects date* is 52 weeks after Completion of the whole of the *subcontract works*.
 - The *defect correction period* is four weeks except that
 - the *defect correction period* for [●] is [●] weeks
 - the *defect correction period* for [●] is [●] weeks.

- 5 Payment**
- The *assessment interval* is one calendar month.
 - If the Package Contract is let under main Option C, D or E, the *exchange rates* are those published in the Financial Times on the assessment date when the payment in another currency is included in the Price for Work Done to Date.

Option C or D [if used]

- The *Subcontractor's share percentages* and the *share ranges* are

<i>share range</i>	<i>Subcontractor's share percentage</i>
less than 100%	50%
from 100% to 120%	50%
greater than 120%	100%

-