



Highways England Company Limited

**Ground Investigation Framework
(Regional Lot)
Additional Contract Data Part 1**

[Note to Compiler: Amend title for when this is used for each Regional Lot.]

CONTENTS AMENDMENT SHEET

Amend ment No.	Revision No.	Amendments	Initials	Date
1	1	Remove reference to national lot from the title	SF	27/03/2020

Additional Contract Data - Time Charge Orders let under the NEC4 Professional Services Short Contract

Part one – Data provided by the *Client*

[Note: No other changes to the conditions of contract should be made unless agreed by the contract policy owner.]

- The *Client* is

Name

.....
.....

Address for communications

.....
.....

Address for electronic communications

.....
.....

- The *service is*
- The *starting date* is
- The *completion date* is
- The *delay damages* are £Nil per day.
- The *assessment day* is the day of each month.
- The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is [unlimited/limited to]

[Note: The Consultant's liability should be limited unless there are strong reasons not to do so. However, careful thought will be needed before completing the entries above. If in doubt, the compiler should consult with the contract policy owner.]

- The entries for the Price List are in
- The additional Scope is in

[Note: This needs to include, as appropriate: (i) Purpose of the services; (ii) Description of the services; (iii) Existing information; (iv) Specifications and standards; (v) Constraints on how the Consultant is to Provide the Services; (vi) Requirements for the programme; and (vii) Information and other things provided by the Client.]

Additional Contract Data - Package Contracts let under the NEC4 Engineering and Construction Short Contract

Part one – Data provided by the *Client*

- The *Client* is

Name

Address for electronic communications

.....

.....

- The works are
- The site is
- The *starting date* is
- The *completion date* is
- The *delay damages* are..... per day.[Note to compiler mark as “Not Used” if optional clause Z69B below is used instead. Where Z69B does not apply insert [£Insert] per day here]
- The *assessment day* is the day of each month.
- The *retention* is not 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 within the *site* is limited to].
- The *Contractor’s* liability for Defects due to 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

[Note: The Contractor’s liability should be limited unless there are strong reasons not to do so. However, careful thought will be needed before completing the entry above. If in doubt, the compiler should consult with the contract policy owner.

The total liability should not exceed the sums stated indirect or consequential loss, loss or damage to property, liability for Defects due to their design]

- The entries for the Price List are in
- The additional Scope is
- *Description of the Works* is in a document entitled **[Insert]**

[Note: This needs to include, as appropriate: (i) Description of the works; (ii) Drawings; (iii) Specifications; (iv) Constraints on how the Contractor Provides the Works; (v) Requirements for the programme; and (vii) Services and other things provided by the Client.]

- The Site Information is in document called "ICE Schedules 1 to 5".
- Option Y(UK)1 of the NEC4 Engineering and Construction Contract June 2017 **[applies/does not apply]** to the contract.

[Note: approval is needed from Procurement Director to exempt use of PBA's on contracts]

- Clause Z64B **[applies/does not apply]** to the contract.

[Note: If (but only if) clause Z64B applies, the following entry must be completed. If not, state "Not Used"]

- The amount of the performance bond is
- Clause Z67B **[applies/does not apply]**¹ to the contract.

[Note: If (but only if) clause Z67B applies, the following entry must be completed. If not, state "Not Used".]

- The *undertakings to Others* are provided to
- Where
 - the Client is Highways England Company Limited, Clause Z68B applies to the contract or
 - the Client is another Contracting Body, Clause Z68B **[applies/does not apply]**² to the contract.

- The completion date for each section of the works is

section	description	completion date
1
2
3
4

¹ Delete as applicable.
² Delete as applicable.

- Where
 - the Client is Highways England Company Limited, Clause Z69B applies to the contract or
 - the Client is another Contracting Body, Clause Z68B [applies/does not apply]³ to the contract.
- Delay damages for each section of the works are

section	description	amount per day
1
2
3
4
- Remainder of the *works*
- The Investigation Supervisor is.....
- Clause Z70B [applies/does not apply]⁴ the Network Rail possession charge is £ [insert] per possession.

³ Delete as applicable.
⁴ Delete as applicable.