



Highways England Company Limited

Archaeology Framework

Additional Contract Data Part 1

CONTENTS AMENDMENT SHEET

Issue	Revision No.	Amendments	Initials	Date
1	0	Tender release.	RE	07/07/2020

Additional Contract Data - Time Charge Orders let under the NEC4 Professional Service Short Contract**Part one – Data provided by the *Client***

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 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.]

Liabilities and insurance

The *Consultant's* total liability to the *Client* which arise under or in connection with the contract is

£0.00 except

- for loss or damage to the *Client's* property
- for liabilities for death and injuries to employees of the *Client* and its other advisors arising from or in connection with the *Consultant* Providing the Service

which shall be unlimited.

The *Consultant* provides the following insurance cover from the Insurance Table and in accordance with the requirements in Annex 03 of the Scope

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
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<p><i>[Note to compiler: In respect of the Archaeology Framework Highways England has reserved its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Framework requirement in question. The reserved levels of Professional Indemnity Insurance set out for the Framework were in the range from a limit of indemnity of £2,000,000 to £5,000,000 and in exceptional circumstances a greater amount. The reserved levels of Third Party Public and Products Liability Insurance set out in the Framework were in the range from a limit of indemnity of £1,000,000 to £5,000,000 and in exceptional circumstances a greater amount. Therefore, insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the Highways England requirement in connection with the insurable risk profile of the Framework requirement in question.]</i></p>		
<p>Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.</p> <p><i>[Note to compiler: this is usually covered by a Professional Indemnity Insurance policy.]</i></p>	<p>Limit of indemnity [£tbc to be completed by the Compiler] in respect of any one claim and in the annual aggregate</p>	<p>Twelve (12) years.</p>
<p>Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.</p> <p><i>[Note to compiler: this is usually covered by a Third Party Public and Products Liability Insurance policy.]</i></p>	<p>Limit of indemnity [£xx to be completed by the Compiler] in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but [£xx to be completed by the Compiler] any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).</p>	<p>None.</p>

Liability for death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract. <i>[Note to compiler: this is usually covered by an Employers Liability Insurance policy.]</i>	Not less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the contract or such greater period as required by law.	None.
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Additional Contract Data - Time Charge Orders let under the NEC4 Professional Service Short Contract form modified for subcontract**Part one – Data provided by the *Consultant***

The *Consultant* is

Name

The *Supplier*

Address for communications

[...]

Address for electronic
communications

[...]

The *Client* in the main contract is

Name

[...]

Address for communications

[...]

Address for electronic
communications

[...]

The *Project Manager* in the main contract is

Name

[...]

Address for communications

[...]

Address for electronic
communications

[...]

The *Supervisor* in the main contract is

Name

[...]

Address for communications

[...]

Address for electronic communications

[...]

The *subcontract service* is

[...]

The *subcontract starting date* is

[...]

The *subcontract completion date* is

[...]

The *delay damages* are

£Nil

per day.

The *assessment day* is the

[...]

day of each month.

The additional Subcontract Scope is in

[...]

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

Liabilities and insurance

The *Subconsultant's* total liability to the *Client* and the *Consultant* which arise under or in connection with the subcontract is

£0.00 except

- for loss or damage to the *Client's* and the *Consultant's* property
- for liabilities for death and injuries to employees of the *Client* and the *Consultant* and its other advisors arising from or in connection with the *Subconsultant* Providing the Subcontract Service

which shall be unlimited.

The *Subconsultant* provides the following insurance cover from the Insurance Table and in accordance with the requirements in Annex 03 of the Scope

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
<p><i>[Note to compiler: In respect of the Archaeology Framework Highways England has reserved its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Framework requirement in question. The reserved levels of Professional Indemnity Insurance set out for the Framework were in the range from a limit of indemnity of £2,000,000 to £5,000,000 and in exceptional circumstances a greater amount. The reserved levels of Third Party Public and Products Liability Insurance set out in the Framework were in the range from a limit of indemnity of £1,000,000 to £5,000,000 and in exceptional circumstances a greater amount. Therefore, insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the Highways England requirement in connection with the insurable risk profile of the Framework requirement in question.]</i></p>		
<p>Liability of the <i>Subconsultant</i> for claims made against it arising out of the <i>Subconsultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>subcontract service</i>.</p> <p><i>[Note to compiler: this is usually covered by a Professional Indemnity Insurance policy.]</i></p>	<p>Limit of indemnity [£tbc to be completed by the Compiler] in respect of any one claim and in the annual aggregate</p>	<p>Twelve (12) years.</p>

<p>Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Subconsultant</i>) arising from or in connection with the <i>Subconsultant</i> Providing the Subcontract Service.</p> <p><i>[Note to compiler: this is usually covered by a Third Party Public and Products Liability Insurance policy.]</i></p>	<p>Limit of indemnity [£xx to be completed by the Compiler] in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but [£xx to be completed by the Compiler] any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).</p>	None.
<p>Liability for death or bodily injury to employees of the <i>Subconsultant</i> arising out of and in the course of their employment in connection with the subcontract.</p> <p><i>[Note to compiler: this is usually covered by an Employers Liability Insurance policy.]</i></p>	<p>Not less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the subcontract or such greater period as required by law.</p>	None.

Additional Contract Data - Works Contracts let under the NEC4 Professional Service Short Contract**Part one – Data provided by the *Client***

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

set in accordance with Annex FI 11 of the Framework Information.

The *assessment day* is the

[...]

day of each month.

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

200% of the total of the Prices.

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

[...]

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

200% of the total of the Prices.

[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 entry above. If in doubt, the compiler should consult with the contract policy owner.]

The additional Scope is in

[...]

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

Option Y(UK)1 of the NEC4 Professional Service Contract June 2017 (with amendments January 2019) **[applies/ does not apply]** to this contract.

The *Consultant* provides the following insurance cover from the Insurance Table and in accordance with the requirements in Annex 03 of the Scope

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
<p><i>[Note to compiler: In respect of the Archaeology Framework Highways England has reserved its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Framework requirement in question. The reserved levels of Professional Indemnity Insurance set out for the Framework were in the range from a limit of indemnity of £2,000,000 to £5,000,000 and in exceptional circumstances a greater amount. The reserved levels of Third Party Public and Products Liability Insurance set out in the Framework were in the range from a limit of indemnity of £1,000,000 to £5,000,000 and in exceptional circumstances a greater amount. Therefore, insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the Highways England requirement in connection with the insurable risk profile of the Framework requirement in question.]</i></p>		
<p>Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.</p> <p><i>[Note to compiler: this is usually covered by a Professional Indemnity Insurance policy.]</i></p>	<p>Limit of indemnity [£tbc to be completed by the Compiler] in respect of any one claim and in the annual aggregate</p>	<p>Twelve (12) years.</p>
<p>Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.</p> <p><i>[Note to compiler: this is usually covered by Third a Party Public and Products Liability Insurance policy.]</i></p>	<p>Limit of indemnity [£xx to be completed by the Compiler] in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but [£xx to be completed by the Compiler] any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).</p>	<p>None.</p>

Liability for death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract. <i>[Note to compiler: this is usually covered by an Employers Liability Insurance policy.]</i>	Not less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the contract or such greater period as required by law.	None.
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Additional Contract Data - Works Contracts let under the NEC4 Professional Service Short Contract form modified for subcontract**Part one – Data provided by the *Consultant***

The *Consultant* is

Name

The *Supplier*

Address for communications

[...]

Address for electronic communications

[...]

The *Client* in the main contract is

Name

[...]

Address for communications

[...]

Address for electronic
communications

[...]

The *Project Manager* in the main contract is

Name

[...]

Address for communications

[...]

Address for electronic
communications

[...]

The *Supervisor* in the main contract is

Name

[...]

Address for communications

[...]

Address for electronic communications

[...]

The *subcontract service* is

[...]

The *subcontract starting date* is

[...]

The *subcontract completion date* is

[...]

The *delay damages* are

set in accordance with Annex FI 11 of the Framework Information.

The *assessment day* is the

[...]

day of each month.

The *Subconsultant's* liability to the *Consultant* for indirect or consequential loss is limited to

200% of the total of the Prices.

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

[...]

The *Subconsultant's* total liability to the *Consultant* for

200% of the total of the Prices.

all matters arising under or in connection with the contract, other than excluded matters, is limited to

[Note: The Subconsultant'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 additional Subcontract Scope is in

[...]

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

Option Y(UK)1 of the NEC4 Professional Service Contract June 2017 (with amendments January 2019) **[applies/ does not apply]** to this contract.

The *Subconsultant* provides the following insurance cover from the Insurance Table and in accordance with the requirements in Annex 03 of the Scope

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
<p><i>[Note to compiler: In respect of the Archaeology Framework Highways England has reserved its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Framework requirement in question. The reserved levels of Professional Indemnity Insurance set out for the Framework were in the range from a limit of indemnity of £2,000,000 to £5,000,000 and in exceptional circumstances a greater amount. The reserved levels of Third Party Public and Products Liability Insurance set out in the Framework were in the range from a limit of indemnity of £1,000,000 to £5,000,000 and in exceptional circumstances a greater amount. Therefore, insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the Highways England requirement in connection with the insurable risk profile of the Framework requirement in question.]</i></p>		

<p>Liability of the <i>Subconsultant</i> for claims made against it arising out of the <i>Subconsultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>subcontract service</i>.</p> <p><i>[Note to compiler: this is usually covered by a Professional Indemnity Insurance policy.]</i></p>	<p>Limit of indemnity [£tbc to be completed by the Compiler] in respect of any one claim and in the annual aggregate</p>	<p>Twelve (12) years.</p>
<p>Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Subconsultant</i>) arising from or in connection with the <i>Subconsultant</i> Providing the Subcontract Service.</p> <p><i>[Note to compiler: this is usually covered by a Third Party Public and Products Liability Insurance policy.]</i></p>	<p>Limit of indemnity [£xx to be completed by the Compiler] in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but [£xx to be completed by the Compiler] any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).</p>	<p>None.</p>
<p>Liability for death or bodily injury to employees of the <i>Subconsultant</i> arising out of and in the course of their employment in connection with the subcontract.</p> <p><i>[Note to compiler: this is usually covered by an Employers Liability Insurance policy.]</i></p>	<p>Not less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the subcontract or such greater period as required by law.</p>	<p>None.</p>

Additional Contract Data - Works Contracts let under the NEC4 Term Service Contract**Part one – Data provided by the *Client*****1 General**

The *additional conditions of contract* are the clauses for main Option [C/ E], secondary Options [X10], X11, [X12], [X13], X18, [X20], X23, [X24], Option Y(UK)1, Trust Deed, Joining Deed, Y(UK)2, Y(UK)3 of the NEC4 Term Service Contract June 2017 (with amendments January 2019) and optional Z clauses [Z26L, Z70L, Z71L and Z73L].

The *Client* is

Name

[...]

Address for
communications

[...]

Address for
electronic
communications

[...]

The *Service Manager* is

Name

[...]

Address for
communications

[...]

Address for
electronic
communications

[...]

The *service* is

[...]

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

The Affected
Property is

[...]

The *shared services areas* which may be carried outside the Service Areas are

[...]

The following matters will be included in the Early Warning Register

[...]

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

[...]

weeks.

2 The Contractor's main responsibilities

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than one month.

3 Time

The *starting date* is

[...]

The *service period* is

[...]

The *delay damages* are

set in accordance with Annex FI 11 of the Framework Information.

5 Payment

The *Contractor's share* is assessed on

[...]

6 Compensation events

These are additional compensation events

- The *Client* notifies the *Contractor* that payments under the contract will no longer be made using the Project Bank Account.

8 Liabilities and insurance

The *Contractor* provides the insurances from the Insurance Table and in accordance with the requirements in Annex 03 of the Scope.

<p>The minimum amount of cover for the second insurance stated in the Insurance Table and the Scope Annex C Supplementary Insurance Table (Required Insurances)</p> <p><i>[Note to compiler: this is usually covered by a Third Party Public and Products Liability Insurance policy.]</i></p> <p><i>[Note to compiler: In respect of the Archaeology Framework Highways England has reserved its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Framework requirement in question. The reserved levels of Third Party Public and Products Liability Insurance set out in the Framework were in the range from a limit of indemnity of £5,000,000 to £10,000,000 and in exceptional circumstances a greater amount. Therefore, insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the Highways</i></p>	<p>Limit of indemnity of £xx in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but £xx any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).</p>
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<i>England requirement in connection with the insurable risk profile of the Framework requirement in question.]</i>	
<p>The minimum amount of cover for the third insurance stated in the Insurance Table and the Scope Annex C Supplementary Insurance Table (Required Insurances)</p> <p><i>[Note to compiler: this is usually covered by an Employers Liability Insurance policy.]</i></p>	<p>Limit of indemnity of £10,000,000 in respect of any one occurrence without limit to the number of occurrences in any annual policy period.</p>

<p>The minimum amount of cover for the additional insurance stated in the Scope Annex C Supplementary Insurance Table (Required Insurances) Insurance Table</p> <p><i>[Note to compiler: this is usually covered by a Professional Indemnity Insurance policy.]</i></p> <p><i>[Note to compiler: In respect of the Archaeology Framework Highways England has reserved its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Framework requirement in question. The reserved levels of Professional Indemnity Insurance set out for the Framework were in the range from a limit of indemnity of £2,000,000 to £5,000,000 and in exceptional circumstances a greater amount. Therefore, insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the Highways</i></p>	<p>Limit of indemnity of £xx in respect of any one claim and in the annual aggregate until 12 years following completion of the whole of the service or termination.</p>
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England requirement in connection with the insurable risk profile of the Framework requirement in question.]

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

200% of the total of the Prices.

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* total liability to the *Client* for all matters arising under of in connection with the contract, other than excluded matters, is limited to

200% of the total of the Prices.

[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.]

Resolving and avoiding disputes

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

[...]

[X10: Information modelling]

*[Note to compiler: if
no information
execution plan is
identified in part two
of the additional
Contract Data.]*

The period after the Contract Date within
which the *Contractor* is to submit a first
Information Execution Plan for acceptance is

Two weeks

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 the end of the Service
Period 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)]The *Promoter* is

[...]

The Schedule of
Partners is in

[...]

The *Promoter's*
objective is

[...]

The Partnering
Information is in

[...]

[X13: Performance bond]The amount of the
performance bond is

[...]

X18: Limitation of liabilityThe *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 of an item of Equipment 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 end of the Service Period.

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

The *incentive schedule* for Key Performance Indicators is in

[...]

A report of performance against each Key Performance Indicator is provided at intervals of

[...]

months]

X23: Extending the Service Period

The *maximum service period* is

[...]

years after the *starting date*

The *periods for extension* are

Order	<i>period for extension (months)</i>	<i>notice date</i>
First	[...]	[...]
Second	[...]	[...]
Third	[...]	[...]
Fourth	[...]	[...]

*[Note to compiler:
use if there are
criteria for extension.]*

The *criteria for extension* are

(1)

[...]

(2)

[...]

(3)

[...]

[X24: The accounting periods]

*[Note to Compiler:
use this section if
Option X24 is being
used with main
Option E.]*

The *accounting periods* are

[...]

[...]

[...]

[...]

[Note to Compiler: use this if Option X24 is being used with main Option C.]

The *accounting periods* are the dates stated in the Contract Data of the assessment of the *Contractor's share*.]

Y(UK)1: Project Bank Account

The *Contractor* pays any charges made and is paid any interest paid by the *project bank*.

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

[Note to compiler: If (Y(UK)2 is used and the date on which a payment is due is not fourteen days after the end of the accounting period or Service Period.)

The period is

[...]

weeks

[Note to compiler: 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

[...]

which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

term

beneficiary

Fair payment [Scope...]

A Subcontractor
subcontractors
subsubcontractors

Subcontracting [Z8 & Scope...]

A Subcontractor
subcontractors
subsubcontractors

Social Media [Annex 12 of the Scope]

A Subcontractor
subcontractors
subsubcontractors

[...]

[...]

The provisions of Options Y(UK)1

Named Suppliers

Contract Data entries relating to Z Clauses

The Network Rail possession charge is

**[Clause Z71L:
Network Rail
possessions**

Type x

£ [...]

per possession

Type y

£ [...]

per possession]

Additional Contract Data - Works Contracts let under the NEC4 Term Service Subcontract**Part one – Data provided by the *Contractor*****1 General**

The *additional conditions of subcontract* are the clauses for main Option [C/ E], secondary Options [X10], X11, [X12], X18, [X20], [X24], Option Y(UK)1, Trust Deed, Joining Deed, Y(UK)2, Y(UK)3 of the NEC4 Term Service Subcontract June 2017 (with amendments January 2019) and optional Z clauses [Z26M, Z70M, Z71M and Z73M].

The *Contractor* is

Name

The *Supplier*

Address for
communications

[...]

Address for
electronic
communications

[...]

The *Client* in the main contract is

Name

Highways England Company Limited
(company no. 09346363) whose registered
office is at Bridge House, 1 Walnut Tree
Close, Guildford, Surrey GU1 4LZ.

Address for
communications

[...]

Address for
electronic
communications

[...]

The *Service Manager* in the main contract is

Name

[...]

Address for
communications

[...]

Address for
electronic
communications

[...]

The *service* in the
main contract is

[...]

The *subcontract
service* is

[...]

The additional Subcontract Scope is in the document entitled
“additional Subcontract Scope”.

The Affected
Property is

[...]

The *shared
subcontract service*
which may be carried
outside the Service
Areas are

[...]

The following matters will be included in the Early Warning Register

[...]

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

[...]

weeks.

2 The Subcontractor's main responsibilities

The *Subcontractor* prepares forecasts of the total Defined Cost for the whole of the *subcontract service* at intervals no longer than one month.

3 Time

The *subcontract starting date* is

[...]

The *subcontract service period* is

[...]

The *delay damages* are

set in accordance with Annex FI 11 of the Framework Information.

5 Payment

The *Subcontractor's share* is assessed on

[...]

6 Compensation events

These are additional compensation events

- The *Contractor* notifies the *Subcontractor* that payments under the subcontract will no longer be made using the Project Bank Account.

8 Liabilities and insurance

The *Subcontractor* provides the insurances from the Insurance Table and in accordance with the requirements in Annex 03 of the Scope.

The minimum amount of cover for the second insurance stated in the Insurance Table and the Scope Annex C Supplementary Insurance Table (Required Insurances)

[Note to compiler: this is usually covered by a Third Party Public and Products Liability Insurance policy.]

[Note to compiler: In respect of the Archaeology Framework Highways England has reserved its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Framework requirement in question. The reserved levels of Third Party Public and Products Liability Insurance set out in the Framework were in the range from a limit of indemnity of £5,000,000 to £10,000,000 and in exceptional circumstances a greater amount. Therefore, insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the Highways

Limit of indemnity of £xx in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but £xx any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).

<i>England requirement in connection with the insurable risk profile of the Framework requirement in question.]</i>	
<p>The minimum amount of cover for the third insurance stated in the Insurance Table and the Scope Annex C Supplementary Insurance Table (Required Insurances)</p> <p><i>[Note to compiler: this is usually covered by an Employers Liability Insurance policy.]</i></p>	<p>Limit of indemnity of £10,000,000 in respect of any one occurrence without limit to the number of occurrences in any annual policy period.</p>

<p>The minimum amount of cover for the additional insurance stated in the Scope Annex C Supplementary Insurance Table (Required Insurances) Insurance Table</p> <p><i>[Note to compiler: this is usually covered by a Professional Indemnity Insurance policy.]</i></p> <p><i>[Note to compiler: In respect of the Archaeology Framework Highways England has reserved its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Framework requirement in question. The reserved levels of Professional Indemnity Insurance set out for the Framework were in the range from a limit of indemnity of £2,000,000 to £5,000,000 and in exceptional circumstances a greater amount. Therefore, insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the Highways</i></p>	<p>Limit of indemnity of £xx in respect of any one claim and in the annual aggregate until 12 years following completion of the whole of the service or termination.</p>
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England requirement in connection with the insurable risk profile of the Framework requirement in question.]

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

200% of the total of the Prices.

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

[...]

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

200% of the total of the Prices.

[Note: The Subcontractor'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.]

Resolving and avoiding disputes

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

[...]

[X10: Information modelling]

*[Note to compiler: if
no information
execution plan is
identified in part two
of the additional
Subcontract Data.]*

The period after the Subcontract Date within
which the Subcontractor is to submit a first
Information Execution Plan for acceptance
is

Two weeks

The minimum amount of insurance cover for
claims made against the *Subcontractor*
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 the end of the Service
Period or earlier termination for which the
Subcontractor 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)]

The *Promoter* is

[...]

The Schedule of
Partners is in

[...]

The *Promoter's*
objective is

[...]

The Partnering
Information is in

[...]

X18: Limitation of liability

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

[...]

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

[...]

The *Subcontractor's* liability for Defects due to
its design of an item of Equipment is limited to

[...]

The *Subcontractor's* total liability to the *Contractor* 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 end of the Subcontract Service Period.

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

The *incentive schedule* for Key Performance Indicators is in

[...]

A report of performance against each Key Performance Indicator is provided at intervals of

[...]

months]

[X24: The *accounting periods*

[Note to Compiler: use this section if Option X24 is being used with main Option E.]

The *accounting periods* are

[...]

[...]

[...]

[...]

[Note to Compiler: use this if Option X24 is being used with main Option C.]

The *accounting periods* are the dates stated in the Subcontract Data of the assessment of the *Subcontractor's share*.]

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

[Note to compiler: If (Y(UK)2 is used and the date on which a payment is due is not fourteen days after the end of the accounting period or Subcontract Service Period.]

The period is

[...]

weeks

[Note to compiler: 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

[...]

which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

term

Fair payment [Scope...]

beneficiary

A Subcontractor
subcontractors
subsubcontractors

Subcontracting [Z8 & Scope...]

A Subcontractor
subcontractors
subsubcontractors

Social Media [Annex 12 Scope]

A Subcontractor
subcontractors
subsubcontractors

[...]

[...]

The provisions of Options Y(UK)1

Named Suppliers

Contract Data entries relating to Z Clauses**[Clause Z71L:
Network Rail
possessions***The Network Rail possession charge is*

Type x

£ [...]

per possession

Type y

£ [...]

per possession]