

Pavement Framework

Lots 7 to 12

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 Z clauses 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] below 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 *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 interest rate on late payment 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 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 Short Contract is

- The *period for reply* is two weeks.
- The *defects date* is 52 weeks after Completion.
- The *defect correction period* is four weeks except that
 - the *defect correction period* for [●] is [●] weeks
 - the *defect correction period* for [●] is [●] weeks.
- The United Kingdom Housing Grants, Construction and Regeneration Act (1996, as amended) applies.
- The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013), together with
 - the mandatory Z clauses in the document entitled “Z clauses (Framework Contract)”,
 - the mandatory Z clauses in the document entitled “Z clauses (Engineering and Construction Short Contract)” and
 - any optional clauses stated to apply in the additional Contract Data for the Package Contract.
- The Works Information is in the document entitled “Works Information”.

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

- The *period for reply* is
 - for a reply by the *Contractor* [●] weeks
 - for a reply by the *Subcontractor* two weeks.
- The *defects date* is 52 weeks after Completion.
- The *defect correction period* is four weeks except that
 - the *defect correction period* for [●] is [●] weeks
 - the *defect correction period* for [●] is [●] weeks.
- The United Kingdom Housing Grants, Construction and Regeneration Act (1996, as amended) applies.
- The period within which the *Contractor* replies after the *Subcontractor's* submission of a quotation is seven weeks.
- The *conditions of contract* are the NEC3 Engineering and Construction Short Subcontract (April 2013), together with
 - the mandatory Z clauses in the document entitled “Z clauses (Framework Contract)”,
 - the mandatory Z clauses in the document entitled “Z clauses (Engineering and Construction Short Subcontract)” and
 - any optional clauses stated to apply in the additional Contract Data for the Package Contract.
- The Works Information is in the document entitled “Works Information”.