



Highways England Company Limited

Archaeology Framework

(All lots)

Contract Data Part 1

CONTENTS AMENDMENT SHEET

Amend No	Revision No	Amendment	Initials	Date
1	0	Tender release.	RE	07/07/2020

CONTRACT DATA

Part one – Data provided by the *Client*

The Data which will apply to all work under the NEC4 Framework Contract is
<ul style="list-style-type: none"> The <i>conditions of contract</i> are the clauses of the NEC4 Framework Contract June 2017 and the <i>additional conditions of contract</i>.
<ul style="list-style-type: none"> The <i>Client</i> is Highways England Company Limited (company no. 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ.
<ul style="list-style-type: none"> The <i>Client's Representative</i> is Catherine McGrath whose address for communications is The Cube, 199 Wharfside Street, Birmingham, B1 1RN and whose address for electronic communications is Catherine.McGrath@highwaysengland.co.uk
<ul style="list-style-type: none"> The Affected Property is Highways England's North, Midlands & East and South regions, more particularly described in the Framework Information.
<ul style="list-style-type: none"> The Framework Information is in the document entitled "Framework Information".
<ul style="list-style-type: none"> The <i>framework scope</i> covers the archaeological work in the <i>Client's</i> Complex Infrastructure Programme (CIP), Regional Investment Programme (RIP), Operations (Ops), as more particularly described in the Framework Information.
<ul style="list-style-type: none"> <i>Contracting Bodies</i> appointed to one of the lots in the framework are permitted to subcontract works and services under the <i>framework scope</i> to other appointed <i>Suppliers</i> in the framework using the subcontracts provided.
<ul style="list-style-type: none"> The <i>selection procedure</i> is in the Framework Information.
<ul style="list-style-type: none"> The <i>quotation procedure</i> is in the Framework Information.
<ul style="list-style-type: none"> The <i>end date</i> is 208 weeks after the date of award of the framework contract.
<ul style="list-style-type: none"> The period for reply to a <i>Supplier's</i> quotation is two weeks.
<ul style="list-style-type: none"> The <i>additional conditions of contract</i> are the Z clauses in the document entitled "Z clauses (Framework Contract)".
<ul style="list-style-type: none"> The <i>Contracting Body</i> is <ul style="list-style-type: none"> the <i>Client</i> or a contractor to the <i>Client</i> at any stage of remoteness from the <i>Client</i>.

<ul style="list-style-type: none"> The <i>Adjudicator</i> is the person chosen by the Parties from the list of adjudicators published by the Institution of Civil Engineers whose address for communications is 1 Great George Street, Westminster, London, SW1P 3AA and whose address for electronic communications is info@onegreatgeorgestreet.com.
<ul style="list-style-type: none"> The <i>Adjudicator nominating body</i> is the Institution of Civil Engineers.
<ul style="list-style-type: none"> The <i>language of this contract</i> is English.
<ul style="list-style-type: none"> The <i>law of the contract</i> is the law of England, subject to the jurisdiction of the Courts of England.
<ul style="list-style-type: none"> The <i>tribunal</i> is arbitration.
<ul style="list-style-type: none"> The <i>arbitration procedure</i> is the Institution of Civil Engineers Arbitration Procedure (April 2012) or any later version published on the date of issue of the notice of arbitration.
<ul style="list-style-type: none"> The place where arbitration is to be held is London.
<ul style="list-style-type: none"> The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is the President for the time being of the Institution of Civil Engineers or its nominee.
<ul style="list-style-type: none"> The Quality Plan is provided within 5 weeks of the date the framework contract came in to existence.
<ul style="list-style-type: none"> The <i>quality table</i> is in the Scope.
<ul style="list-style-type: none"> The <i>currency of the contract</i> is the Sterling (£).
<ul style="list-style-type: none"> 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 NEC4 Professional Service 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 United Kingdom Housing Grants, Construction and Regeneration Act (1996, as amended) applies.
- The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2019), together with the Z clauses in the document entitled “Z clauses (Framework Contract)” and the Z clauses in the document entitled “Z clauses (Professional Service Short Contract (Time Charge Orders only))”.
- The *expenses* stated by the *Client* are

item	amount
travel and subsistence	payment in accordance with the <i>Client's</i> scale
- The Scope is in the document entitled “Scope”.

The Data which will apply to all Time Charge Orders let under the NEC4 Professional Service Short Contract modified for subcontract 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 United Kingdom Housing Grants, Construction and Regeneration Act (1996, as amended) applies.
- The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2019) modified for subcontract, together with the Z clauses in the document entitled “Z clauses (Framework Contract)” and the Z clauses in the document entitled “Z clauses (Professional Service Short Contract modified for subcontract (Time Charge Orders only))”.
- The *expenses* stated by the *Client* are

item	amount
travel and subsistence	payment in accordance with the <i>Client's</i> scale
- The Scope is in the document entitled “Scope”.

The Data which will apply to all Works Contracts let under the NEC4 Professional Service Short Contract is

- The *period for reply* is two weeks.
- The *defects date* is 52 weeks after Completion.
- The United Kingdom Housing Grants, Construction and Regeneration Act (1996, as amended) applies.
- The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2019), together with the Z clauses in the document entitled “Z clauses (Framework Contract)” and the Z clauses in the document entitled “Z clauses (Professional Service Short Contract (not to be used with Time Charge Orders))”.
- The *expenses* stated by the *Client* are

item	amount
travel and subsistence	payment in accordance with the <i>Client's</i> scale
- The Scope is in the document entitled “Scope”.

The Data which will apply to all Works Contracts let under the NEC4 Professional Service Short Contract modified for subcontract is

- The *period for reply* is two weeks.
- The *defects date* is 52 weeks after Completion.
- The United Kingdom Housing Grants, Construction and Regeneration Act (1996, as amended) applies.
- The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2019) modified for subcontract, together with the Z clauses in the document entitled “Z clauses (Framework Contract)” and the Z clauses in the document entitled “Z clauses (Professional Service Short Contract modified for subcontract (not to be used with Time Charge Orders))”.
- The *expenses* stated by the *Client* are

item	amount
travel and subsistence	payment in accordance with the <i>Client's</i> scale
- The Scope is in the document entitled “Scope”.

The Data which will apply to all Works Contracts let under the NEC4 Term Service Contract is		
Part one – Data provided by the <i>Client</i>		
1 General	<ul style="list-style-type: none"> The <i>conditions of contract</i> are the core clauses and the clauses for the following main Option [C or E], the Option for resolving and avoiding disputes and secondary Options of the NEC4 Term Service Contract June 2017 (with amendments January 2019) together with <ul style="list-style-type: none"> Option W2 for resolving and avoiding disputes, Secondary Options Y(UK)1, Trust Deed, Joining Deed, Y(UK)2 and Y(UK)3 and the <i>additional conditions of contract</i>. 	
	<ul style="list-style-type: none"> The Scope is in the document entitled "Scope". 	
	<ul style="list-style-type: none"> The <i>period for reply</i> is two weeks. 	
	<ul style="list-style-type: none"> The <i>defects date</i> is 52 weeks after Completion. 	
	<ul style="list-style-type: none"> The <i>defect correction period</i> is four weeks. 	
2 The Contractor's main responsibilities	<ul style="list-style-type: none"> The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than one month. 	
3 Time	<ul style="list-style-type: none"> The <i>Contractor</i> submits revised plans at intervals no longer than 4 weeks. 	
	<ul style="list-style-type: none"> The period within which the <i>Contractor</i> is to submit a Task Order programme for acceptance is 7 days. 	
	<ul style="list-style-type: none"> The period after the Contract Date within which the <i>Contractor</i> is to submit a first plan is 7 days. 	
4 Quality Management	<ul style="list-style-type: none"> The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is 8 weeks. 	
5 Payment	<ul style="list-style-type: none"> The <i>assessment interval</i> is one calendar month. 	
	<ul style="list-style-type: none"> If the Works Contract is let under main Option C, the <i>Contractor's share percentages</i> and the <i>share ranges</i> are <table> <tr> <td><i>share range</i></td><td><i>Contractor's share percentage</i></td></tr> </table> 	<i>share range</i>
<i>share range</i>	<i>Contractor's share percentage</i>	

	less than	100	%	50	%
	greater than	100	%	50	%
	<ul style="list-style-type: none"> If the Works Contract is let under main Option C or E, the <i>exchange rates</i> are those published in the Financial Times on the assessment date when the payment in another currency is included in the Price for Service Done to Date. 				
X24: The accounting periods	<ul style="list-style-type: none"> If Option X24 is used the accounting periods are the dates stated in Contract Data of the assessment of the <i>Contractor's</i> share 				
Z: Additional conditions of contract	<p>The <i>additional conditions of contract</i> are</p> <ul style="list-style-type: none"> 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 (Term Service 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 Data which will apply to all Works Contracts let under the NEC4 Term Service Subcontract is	
Part one – Data provided by the <i>Contractor</i>	
1 General	<ul style="list-style-type: none"> The <i>conditions of subcontract</i> are the core clauses, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Term Service Subcontract June 2017 (with amendments January 2019), together with <ul style="list-style-type: none"> Option W2 for resolving and avoiding disputes Secondary Options Y(UK)1, Trust Deed, Joining Deed, Y(UK)2 and Y(UK)3 and the <i>additional conditions of contract</i>.
	<ul style="list-style-type: none"> The Subcontract Scope is in the document entitled “Subcontract Scope”.
	<ul style="list-style-type: none"> The period for reply by the <i>Contractor</i> is [●].
	<ul style="list-style-type: none"> The <i>period for reply</i> by the <i>Subcontractor</i> is two weeks.
	<ul style="list-style-type: none"> The <i>Client</i> in the main contract is Highways England Company Limited (company no. 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ.
2 The Subcontractor's main responsibilities	<ul style="list-style-type: none"> The <i>Subcontractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>subcontract service</i> at intervals no longer than one month.
3 Time	<ul style="list-style-type: none"> The <i>Subcontractor</i> submits revised plans at intervals no longer than [●] weeks.
	<ul style="list-style-type: none"> The period within which the <i>Subcontractor</i> is to submit a Task Order programme for acceptance is 7 days.
	<ul style="list-style-type: none"> The period after the Subcontract Date within which the <i>Subcontractor</i> is to submit a first plan is 7 days.
4 Quality Management	<ul style="list-style-type: none"> The period after the Subcontract Date within which the <i>Subcontractor</i> is to submit a quality policy statement and quality plan is 8 weeks.
5 Payment	<ul style="list-style-type: none"> The <i>assessment interval</i> is one calendar month.

	<ul style="list-style-type: none">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.												
	<ul style="list-style-type: none">If the Works Contract is let under main Option C, the <i>Subcontractor's share percentages</i> and the <i>share ranges</i> are<table><tr><td></td><td><i>share range</i></td><td></td><td><i>Subcontractor's share percentage</i></td></tr><tr><td>less than</td><td><div>100</div> %</td><td></td><td><div>50</div> %</td></tr><tr><td>greater than</td><td><div>100</div> %</td><td></td><td><div>50</div> %</td></tr></table>		<i>share range</i>		<i>Subcontractor's share percentage</i>	less than	<div>100</div> %		<div>50</div> %	greater than	<div>100</div> %		<div>50</div> %
		<i>share range</i>		<i>Subcontractor's share percentage</i>									
less than	<div>100</div> %		<div>50</div> %										
greater than	<div>100</div> %		<div>50</div> %										
<ul style="list-style-type: none">If the Works Contract is let under main Option C or E, the <i>exchange rates</i> are those published in the Financial Times on the assessment date when the payment in another currency is included in the Price for Subcontract Service Done to Date.													
Z: Additional conditions of contract	<p>The <i>additional conditions of subcontract</i> are:</p> <ul style="list-style-type: none">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 (Term Service Subcontract)” andthe main Option, secondary Options (X and Y(UK) clauses) and optional Z clauses (if any) listed in the additional Subcontract Data for the Package Contract.												
Contract Data entries relating to Y(UK3)													
term	<i>beneficiary</i>												
<div>S2300 Transfer of Rights in the Scope</div>	the <i>Client</i>												