

**Pavement Framework
Major
Lots 1 to 6
Engineering and Construction Subcontract**

**Additional Contract Data
Part One and Part Two**

Additional Contract Data - Lots 1 to 6 - Package Contracts let under the NEC3 Engineering and Construction Subcontract

Part one – Data provided by the Contractor

1 General

- The additional conditions of subcontract are the clauses for main Option [A/B/C/D/E] and secondary Options [X5, X6, X7, X12, X18, X20] [together with clause Z62E in the document entitled “Z clauses (Engineering and Construction Subcontract)”] of the NEC3 Engineering and Construction Subcontract (April 2013).

[Note: Compiler to specify which Options will apply to the Package Contract. Option X18 should *be included unless there are strong reasons not to do so, but careful thought will be needed before completing the entries below (if in doubt, the compiler should consult with the contract policy owner)*. No further additional clauses or other changes to the conditions of contract should be made unless agreed by the contract policy owner.]

- The works in the main contract are
.....
- The subcontract works are
.....
- The Contractor is
Name.....
.....
Address.....
.....
.....
- The Employer in the main contract is
Name.....
.....
Address.....
.....
.....

- The Project Manager in the main contract is
 Name.....
 Address.....

 - The Supervisor in the main contract is
 Name.....
 Address.....

 - The additional Subcontract Works Information is in
 - The Site Information is in
 - The *boundaries of the site* are.....
 - The following matters will be included in the Risk Register

 - These are additional *Employer's* risks

 - These are additional *Contractor's* risks

 - The *subcontract starting date* is
- [allow sufficient time for planning and preparation before the construction phase]*

3 Time

- The *subcontract* access dates are

| Part of the Site | Date |
|------------------|-------|
| 1 | |
| 2 | |
| 3 | |
- The subcontract completion date for the whole of the subcontract works is
- The Contractor is willing to take over the subcontract works before the Completion Date.

[Include if required. Note that this statement must be included if Option X6 is used.]

6. Compensation events

- The place where weather is to be recorded is
- The weather measurements to be recorded for each calendar month are
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at hours GMT
 - and these measurements:
 -
 -
- The weather measurements are supplied by.....
- The weather data are the records of past weather measurements for each calendar month
 - which were recorded at.....
 - and which are available from
 -

- Option X5** *[if used]*
 - The completion date for each section of the subcontract works is

| section | description | completion date |
|---------|-------------|-----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

- Option X6** *[if used and X5 is used]*
 - The bonus for each section of the subcontract works is

| section | description | amount per day |
|-----------------------------|-------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Remainder of the works..... | | |

- Option X7** *[if used and X5 is used]*
 - Delay damages for each section of the subcontract works are

| section | description | amount per day |
|------------------------------------|-------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Remainder of the subcontract works | | |

- Option X6** *[if used and X5 is not used]*
 - The bonus for the whole of the subcontract works is per day.

- Option X7** *[if used and X5 is not used]*
 - Delay damages for Completion of the whole of the subcontract works are per day.

- 1 Option X12** *[if used]*
 - The Client is the Employer.

- The Client's objective is.....
 -
 -
 -
 -

- The Partnering Information is in.....
.....
.....
.....
.....

Option X18 *[if used]*

- The *Subcontractor's* liability to the *Contractor* for indirect and consequential loss is limited to
- For any one event, the *Subcontractor's* liability to the *Contractor* for loss of or damage to the *Employer's* or *Contractor's* property is limited to
- The *Subcontractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to
- The *Subcontractor's* total liability to the *Contractor* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to
- The *end of liability date* is years after Completion of the whole of the *subcontract works*.
- *[Note: Where work is being carried out close to an operational railway, check that any limitations of liability are consistent with Network Rail's requirements]*

Option X20 *[if used]*

- The incentive schedule for Key Performance Indicators is in
- A report of performance against each Key Performance Indicator is provided at intervals of months.

Clause Z62E *[if used]*

- The Employer's Information Requirements are in
- The *Information Manager* is

| Stages | Person |
|--------|--------|
| [•] | [•] |
| [•] | [•] |

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Part two – Data provided by the *Subcontractor*

- The additional *key people* are

(1) Name:

Job:

Responsibilities:

Qualifications:

Experience:

(2) Name:

Job:

Responsibilities:

Qualifications:

Experience:

•

- The *subcontract working areas* are the Site and

•

.....

•

.....

- The following matters will be included in the Risk Register

.....

.....

- The Subcontract Works Information for the *Subcontractor's* design is in

.....

- The programme identified in the Contract Data is

[Applies if a programme is to be identified in the Contract Data]

- The *activity schedule* is

[Applies if Option A or C is used]

- The *bill of quantities* is

[Applies if Option B or D is used]

- The tendered total of the Prices is
- The *direct fee percentage* (if lower than that stated in the *quotation information*) is %.
- The *subsubcontracted fee percentage* (if lower than that stated in the *quotation information*) is %.
- The percentage for Working Areas overheads (if lower than that stated in the framework Contract Data) is %.

If clause Z62E is used

- The first BIM Execution Plan is in