

# Subcontract Data

## PART ONE – DATA PROVIDED BY THE CONTRACTOR

### 1 General

The *conditions of subcontract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Subcontract June 2017 (with amendments January 2019, October 2020 and January 2023)

Main Option B Option for resolving and avoiding disputes W2

Secondary Options X11, Y(UK)1, Y(UK)2, Y(UK)3 and Z Clauses referenced A66 – Schedule of Modifications dated November 2023

The *works* in the main contract are To widen the A66 route to dual carriageway between Penrith and Temple Sowerby, installation of a new bridge and installation of a new underpass.

The *subcontract works* are To carry out fencing works for the temporary access roads for the A66 – Scheme 3a: Penrith to Temple Sowerby, as more fully detailed in the Subcontract Scope referenced Fencing – Subcontract Scope.

The *Contractor* is

Name Keltbray Highways Limited

Address for communications St. Andrews House, Portsmouth Road,  
Esher, England, KT10 9T

Address for electronic communications Package Quantity Surveyor:  
[Bilal.ahmed@keltbray.com](mailto:Bilal.ahmed@keltbray.com)  
  
Package Manager:  
[Niall.drayne@keltbray.com](mailto:Niall.drayne@keltbray.com)

The *Client* in the main contract is

Name National Highways Limited

Address for communications Bridge House, 1 Walnut Tree Close,  
Guildford, Surrey GU1 4LZ

Address for electronic communications To be confirmed

The *Project Manager* in the main contract is

Name	Jon Stokes
Address for communications	Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ
Address for electronic communications	jon.stokes@nationalhighways.co.uk

The *Supervisor* in the main contract is

Name	To be confirmed – individual from Amey Ltd
Address for communications	Via CEMAR under Main Contract

The Subcontract Scope is in

Subcontract Scope referenced Fencing –  
Subcontract Scope

The Site Information is in

A66 Site Information Early Works

The *boundaries of the site* are

A66 Scheme 3a - Penrith to Temple  
Sowerby (River Eamont to Whinfell Park,  
from chainages 20,000 – 22,500.

The *language of the subcontract* is

English

The *law of the subcontract* is the law of

England and Wales and subject to the  
Jurisdiction of the Courts of England and  
Wales.

The *period for reply* by the *Contractor* is

3 Weeks

The *period for reply* by the *Subcontractor*

1 weeks

The following matters will be included in the Early Warning Register

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

--

## 2 The *Subcontractor's* main responsibilities

If the *Contractor* has identified work which is set to meet a stated condition by a key date

The key dates and conditions to be met are

	condition to be met	key date
(1)	All fencing works for Access Road 1	18 March 2024
(2)	All fencing works for Access Road 2	02 April 2024
(3)	All fencing works for Access Road 3	20 March 2024
(4)	All fencing works for Access Road 4	10 April 2024

If Option C, D or E is used

~~The *Subcontractor* prepares forecasts of the total Defined Cost for the subcontract works at intervals no longer than~~

-
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## 3 Time

The *subcontract starting date* is

To be confirmed

The *subcontract access dates* are

	part of the Site	date
(1)	Access Road 1	15 March 2023
(2)	Access Road 2	01 April 2024
(3)	Access Road 3	19 March 2024
(4)	Access Road 4	09 April 2024
(5)		

The *Subcontractor* submits revised programmes at intervals no longer than

monthly

If the *Contractor* has decided the *subcontract completion date* for the whole of the *subcontract works*

The *subcontract completion date* for the whole of the *subcontract works* is

10 April 2024

Taking over the *subcontract* works before the Subcontract Completion Date

The *Contractor* **is not** willing to take over the *subcontract works* before the Subcontract Completion Date.  
(Delete as applicable)

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If no programme is identified in part two of the Subcontract Data

The period after the Subcontract Date within which the *subcontractor* is to submit a first programme for acceptance is

1 week

#### 4 Quality management

The period after the Subcontract Date within which the *Subcontractor* is to submit a quality policy statement and quality plan is

1 week

The period between Completion of the whole of the *subcontract works* and the *defects date* is

52 weeks

The *defect correction period* is

1 week

#### 5 Payment

The *currency of the subcontract* is the

Pound sterling (£)

The *assessment interval* is

To be issued by the *Contractor* to the *Subcontractor* – named Keltbray - A66 Monthly Commerical Timetable

The *interest rate* is

2

% per annum (not less than 2) above the

base

rate of the

Bank of England

If the period in which payments are made is not four weeks and Y(UK)2 is not used

The period within which payments are made is

Monthly

The Notice to pay less than the notified sum must be notified by the *Contractor* to the *Subcontractor* no later than 1 days before the Final Date for Payment

If Option C or D is used

The ~~*Subcontractor's share percentages*~~ and the ~~*share ranges*~~ are

~~*share range*~~

~~*Subcontractor's share percentage*~~

~~less than~~

-

%

-

%

~~from~~

-

% to

-

%

-

%

~~from~~

-

% to

-

%

-

%

~~greater than~~

-

%

-

%

If Option C, D or E is used

The ~~*exchange rates*~~ are those published in  
on (date)

-

## 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

-

Where no recorded data are available Assumed values for the ten year weather return weather data for each weather measurement for each calendar month are

-

If Option A or B is used

The value engineering percentage is 50%, unless another percentage is stated here, in which case it is

70 %

If Option B or D is used

The method of measurement is

The Method of Measurement for Highways Works

If there are additional compensation events

These are additional compensation events

None

## 8 Liabilities and insurance

The minimum amount of cover for insurance against loss of or damage to property (except the *subcontract works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Subcontractor*) arising from or in connection with the *Subcontractor* Providing the Subcontract Works for any one event is

As per document  
referenced A66 –  
Insurance Requirements

The minimum amount of cover for insurance against death of or bodily injury to employees of the Subcontractor arising out of and in the course of their employment in connection with the subcontract for any one event is

As per document  
referenced A66 –  
Insurance Requirements

If the *Client* or  
*Contractor* is to provide  
Plant and Materials

The insurance against loss of or damage to the *subcontract works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* or *Contractor* for an amount of

As per document  
referenced A66 –  
Insurance Requirements

## Resolving and avoiding disputes

	The <i>tribunal</i> is	arbitration
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	the Institution of Civil Engineers Arbitration Procedure (Third Edition) 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 arbitrator is

The President for the time being of the Institution of Civil Engineers or his nominee

The *Senior Representatives* of the *Contractor* are

Name (1)	Tim Barber
Address for communications	St. Andrews House, Portsmouth Road, Esher, England, KT10 9TA
Address for electronic communications	Tim.Barber@keltbray.com
Name (2)	Louise Pavitt
Address for communications	St. Andrews House, Portsmouth Road, Esher, England, KT10 9T
Address for electronic communications	Louise.Pavitt@keltbray.com
The Adjudicator is Name	the person chosen by the Parties from the list of adjudicators published by the Institution of Civil Engineers
Address for communications	-
Address for electronic communications	-
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

The *main contract Adjudicator* is the person chosen by the Client and Contractor from the list of adjudicators published by the Institution of Civil Engineers

Name	
Address for communications	

Address for electronic communications	<input type="text"/>
The <i>Adjudicator nominating body</i> is	<input type="text" value="The Institution of Civil Engineers"/>

**X1: Price adjustment for inflation (used only with Options A, B, C and D)**

If Option X1 is used ————— The proportions used to calculate the Price Adjustment Factor are

0. <input type="text" value="-"/>	linked to the index for	<input type="text" value="-"/>
0. <input type="text" value="-"/>		<input type="text" value="-"/>
0. <input type="text" value="-"/>		<input type="text" value="-"/>
0. <input type="text" value="-"/>		<input type="text" value="-"/>
0. <input type="text" value="-"/>		<input type="text" value="-"/>
0. <input type="text" value="-"/>		<input type="text" value="-"/>
0. <input type="text" value="-"/>	non-adjustable	<input type="text" value="-"/>
1.00 <input type="text" value="-"/>		

The ~~base date~~ for indices is

These indices are



### X3: Multiple currencies (used only with Options A and B)

If Option X3 is used \_\_\_\_\_ The Contractor will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
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-	-	-
-	-	-
-	-	-

The exchange rates are those published in

-

on

- (date)

### X5: Sectional Completion

If Option X5 is used \_\_\_\_\_ The subcontract completion date for each section of the subcontract works is

section	description	subcontract completion date
---------	-------------	-----------------------------

(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-

### X6: Bonus for early Completion

If Option X6 is used without Option X5

The bonus for the whole of the subcontract works is

- per day

If Option X6 is used with Option X5 \_\_\_\_\_ The bonus for each section of the subcontract works is

section	description	amount per day
---------	-------------	----------------

(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-

The bonus for the remainder of the subcontract works is

-

### X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the subcontract works are

- per day

If Option X7 is used with ~~Option X5~~ Delay damages for each section of the subcontract works are

section	description	amount per day
(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-
The delay damages for the remainder of the subcontract works are		-

## X8: Undertakings to the Client or Others

If Option X8 is used ~~The undertakings to Others~~

are  
provided to

-

-

The undertaking to the Client are  
subcontract works

-

-

## X10: Information modelling

If Option X10 is used

If no information execution plan is identified in part two of the Subcontract Data

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

-

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 Completion of the whole of the subcontract works 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)**

If Option X12 is used — The *Promoter* is

-

The Schedule of Partners is in

-

The *Promoter's objective* is

-

The Partnering Information is in

-

## **X13: Performance bond**

If Option X13 is used

The amount of the performance bond is

-

## **X14: Advanced payment to the *Subcontractor***

If Option X14 is used

The amount of the advanced payment is

-

The period after the Subcontract Date from which the *Subcontractor* repays the instalments in assessments is

-

The instalments are

-

(either an amount or a percentage of the payment otherwise due)

Advanced payment bond — An advanced payment bond is / is not required. (Delete as applicable)

### X15: The Subcontractor's design

If Option X15 is used

The ~~period for retention~~ following Completion of the whole of the ~~subcontract works~~ or earlier termination is

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 designing works similar to the ~~subcontract works~~ is, in respect of each claim

The period following Completion of the whole of the ~~subcontract works~~ 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

### X16: Retention

If Option X16 is used

The ~~retention free~~ amount is

The ~~retention percentage~~ is

 %

Retention bond — The ~~Subcontractor~~ may / may not give the ~~Contractor~~ a retention bond. (Delete as applicable)

### X17: Low performance damages

If Option X17 is used — The amounts for low performance damages are

amount — performance level

<input type="text" value="-"/>	for	<input type="text" value="-"/>
<input type="text" value="-"/>	for	<input type="text" value="-"/>
<input type="text" value="-"/>	for	<input type="text" value="-"/>
<input type="text" value="-"/>	for	<input type="text" value="-"/>

### X18: Limitation of liability

If Option X18 is used

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 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 the subcontract, other than excluded matters, is limited to

The ~~end of liability date~~ is  years after the Completion of the whole of the ~~subcontract works~~

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

If Option X20 is 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

## Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The Trust Deed is in

The Joining Deed is in

Will be issued by the  
*Contractor* to the  
*Subcontractor*

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

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

14

days after the date on which payment becomes due

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

If Option Y(UK)3 is used

term

*beneficiary*









If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

term

*beneficiary*

The provisions of Options  
Y(UK)1

Named Suppliers

### **Z: Additional conditions of subcontract**

If Option Z is used

The *additional conditions of subcontract* are

Schedule of Modifications referenced A66 – Schedule of Modifications dated November 2023