

Additional Contract Data - Package Orders let under the ECC Engineering and Construction Contract

Part one – Data provided by the *Employer*

1 General

- The additional *conditions of contract* are the clauses for main Option C of the NEC3 Engineering and Construction Contract (April 2013), together the Z clauses in Appendix D to the framework Contract Data numbered Z23, Z24, Z25, Z27, Z28, Z31, Z32, Z33, Z34, Z35, Z36, Z37.1, Z37.2, Z37.3, Z37.4, Z37.8, Z40, Z43, Z44, Z45, Z51, Z53,

The Employer is

Name: Highways England

Address: Highways England Company Limited (09346363), Station house, Guilford

- The *works* are: The construction, testing and commissioning of the A19 / A1058 Coast Road Junction Improvement scheme in Newcastle upon Tyne
- The *Project Manager* is:
Name: Redacted under Sec 40 of the FOI Act Exemptions Personal Information.
Address Highways England, City Walk, Leeds, LS11 9AT
- The *Supervisor* is:
Phase 2
Name: To be advised
Address To be advised
- The additional Works Information is in Volume 3 Works Information
- The Site Information is in volume 4 Site information
- The *boundaries of the site* are identified on drawings

A19T-DWG-CIV-S00-0000-0004 Rev A2

A19T-DWG-CIV-S00-0000-0006 Rev A2

- The following matters will be included in the Risk Register
 - A19 project could make traffic issues worse at Middle Engine Lane / Battle Hill Drive / Addington Drive roundabout during construction
 - Temporary works required to support A1058 embankment are greater or more complicated than anticipated
 - Existing structures unable to carry 4 lanes of traffic
 - Overall economic case (BCR) not sufficiently robust. BCR could go down as a consequence of the construction increase in costs
 - Additional mitigation measures required as a consequence of the outcome of PINS report
 - A19 project could make traffic issues worse at Middle Engine Lane / Battle Hill Drive / Addington Drive roundabout during construction
 - Development of Travelodge site may restrict working methods and delay overall works
 - Following SoS decision objectors launch a challenge
 - Poor or inadequate media coverage or bad/inadequate PR (Poor communication approach prior construction)
 - Additional constraints imposed and increased mitigation required during construction due to complaints from local residents / businesses
 - Loss of revenue by landowners and / or business rate rebate claims during construction works greater than anticipated

3 Time

- The *starting date* is: 1st September 2015
- The *access dates* are:

Part of the Site	Date
Phase 2 The Retaining Wall	14 th September 2015
Phase 2 The remainder of the Works	16 th June 2016
- The *completion date* for the whole of the *works* is 19th December 2018, excluding landscape maintenance
- The *Employer* is not willing to take over the *works* before the Completion Date.
- Phase 1 forecasts of the defined cost are to be prepared at intervals of 7 days.

4 Testing and Defects

- The *defect correction period* is 4 weeks. Except for any Defect which the Project Manager notifies has or could have a detrimental effect on Health and Safety on those using the works is 1 day.

5 Payment

- The Contractor's share percentages and the share ranges for phase 1 are

share range	Contractor's share percentage
Less than 90%	0%
from 90 to 100%	0%
from 100% to 105%	0%
from 105% to 110%	0%
from 110% to 120%	0%
greater than 120%	0%

- The *Contractor's share percentages* and the *share ranges* for phases 2 are

<i>share range</i>	<i>Contractor's share percentage</i>
Less than 90%	0%
from 90 to 100%	50%
from 100% to 105%	50%
from 105% to 110%	50%
from 110% to 120%	100%
greater than 120%	100%

6. Compensation events

- The place where weather is to be recorded is at the weather station located on the A19 / A1058 junction.
- 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 0800 hours GMTand these measurements:
 - Wind speed (Km/hr)
- The *weather measurements* are obtainable from the HAWIS weather website.
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at.
 - The weather station located on the A19 / A1058 junction.
 - And which are available from the HAWIS weather website.

8. Risks and insurance

The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract is £20,000,000 (Twenty Million) any one occurrence, without limit to the number of occurrences (except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one annual period of insurance).

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract is £10,000,000 any one occurrence or as required by statute whichever is the higher, without limit to the number of occurrences.

The *Contractor* provides additional insurance against claims made against the *Contractor* arising out of his failure to use the skill and care normally used by professionals providing services similar to those included in the *works*.

The minimum limit of indemnity is £10,000,000 (10 million) any one occurrence and in the aggregate in any one annual period of insurance, with at least one automatic reinstatement.

The *Contractor* maintains this insurance from the *starting date* until twelve years following Completion of the whole of the *works*.

The *Contractor* provides these other additional insurances

- Employers Liability Insurance with a limit of indemnity of ten million pounds (£10,000,000) any one occurrence the number of occurrences being unlimited in any annual policy period or as required by statute whichever is the higher.
- Motor Third Party Liability Insurance with a limit of indemnity of unlimited in respect of death / injury. In respect of third party property damage in the use of cars twenty million pounds (£20,000,000) any one occurrence the number of occurrences being unlimited in any annual policy period. In respect of third party property damage in the use of commercial vehicles or special types five million pounds (£5,000,000) any one occurrence the number of occurrences being unlimited in any annual policy period. or as required by statute whichever is the higher.

The Contractor shall insure the contents of all offices, including goods and chattels belonging to:

(i) the Overseeing Organisation

(ii) the Project Manager and

(iii) the Project Manager's Personnel

Against fire, burglary, theft and other risks ordinarily insured against.

Minimum amount of cover as follows:

£15,000 for any one incident with no limit on number of incidents.

Part two – Data provided by the *Contractor*

- The Contractor is

Name:.....

Address:

.....

- The Key People are

Phase 1

(1) Name:

Job:

Responsibilities:

Qualifications:

Experience:

- The Key People are

Phase 2

(2) Name:

Job:

Responsibilities:

Qualifications:

Experience:

- The *working areas* are the Site and.....

.....

- The following matters will be included in the Risk Register

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

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- The programme identified in the Contract Data is

- The *activity schedule* is

- The tendered total of the Prices is
- The *direct fee percentage* (if lower than that stated in the framework Contract Data) is %.

- The percentage for Working Areas overheads is %.....
(if lower than stated in the Framework Contract Data)

- The named suppliers are

- CLAUSE Z43**
- The *Phase 1 resource cost schedule* is in
 - The *Phase 1 methodology* is in