Design and Build the NEC3 Way
Getting the right results
Design and Build with NEC3

Interactive

Collaborative

Informative

Useful
Design and Build with NEC3

What is “Design and Build”?  
What is it good for?  
What is NEC3?  
What is it good for?
Clause 10.1

The *Employer*, the *Contractor*, the *Project Manager* and the *Supervisor* shall act as stated in this contract and in a spirit of mutual trust and co-operation.
2 The Contractor’s main responsibilities

20 Providing the Works
20.1 The Contractor Provides the Works in accordance with the Works Information.

21 The Contractor’s design
21.1 The Contractor designs the parts of the works which the Works Information states he is to design.
21.2 The Contractor submits the particulars of his design as the Works Information requires to the Project Manager for acceptance. A reason for not accepting the Contractor's design is that it does not comply with the Works Information or the applicable law. The Contractor does not proceed with the relevant work until the Project Manager has accepted his design.
21.3 The Contractor may submit his design in parts if the design of each part can be assessed fully.
2 The Contractor’s main responsibilities

22 Using the Contractor’s design

23 Design of Equipment

27 Approval from Others
27.1 The Contractor obtains approval of his design from Others where necessary.

X15 Limitation of the Contractor’s liability for his design to reasonable skill and care
What is the Works Information?

11.2 (19) Works Information is information which either
• specifies and describes the works or
• states any constraints on how the Contractor Provides the Works

and is either
• in the documents the Contract Data states it is in or
• in an instruction given in accordance with this contract.

Works Information may also be provided by the Contractor for his design in Contract Data Part 2 at tender stage.
Role of the WI: Some key principles:

• Works Information prepared by the Employer is separated from Works Information prepared by the Contractor relating to his design.

• The Employer’s Works Information is prepared first, and the Contractor uses this to prepare the information relating to his design.
If the *Contractor* is required to design parts of the works:

- Clearly identify which parts of the design the *Contractor* is responsible for.
- Define which parts of the design are required to be submitted to the *Project Manager* or Others for acceptance. If none are mentioned then the *Contractor* does not have to submit details of design.
- Define the procedures the *Contractor* is to follow in carrying out his design and procedures for the submission of design for acceptance by the *Project Manager* and Others.
Contractor design: How to compile:

- The ECC is flexible – the contracts do not state ‘Employer’ or ‘Contractor’ design on the front cover. Instead the Employer defines and bespokes for each project. Projects typically contain a mixture of the two so this approach is more practical.

- Clause 21.1 states

  “The Contractor designs those parts of the works which the Works Information states he is to design”

- If the Employer carries out most of the design, a list of items designed by the Contractor may be stated. “The Contractor designs the following …..”

- If, conversely, the Contractor carries out most of the design, a list of items designed by the Employer may be stated. “The Contractor designs all of the works with the exception of the following ….?”
• Clause 14.1:

• The *Project Manager’s* or the *Supervisor’s* acceptance of a communication from the Contractor or of his design does not change the Contractor’s responsibility to Provide the Works or his liability for his design.

This is an important clause within the ECC.

Note the term ‘acceptance’.
“60.1 The following are compensation events.

(1) The *Project Manager* gives an instruction changing the Works Information *except*

- a change made in order to accept a Defect

- a change to the Works Information provided by the *Contractor* for his design which is made either at his request or to comply with other Works Information provided by the *Employer*”
As clause 60.1 is treated as having priority over the Contractor’s WI then any alternative proposals or negotiations at tender stage need to be properly incorporated.

Two options exist to deal with this:

1) The Employer’s WI is changed to incorporate the Contractor’s proposal. However, this means that the Employer then takes responsibility.

2) If the Employer wishes the Contractor to retain responsibility then any conflicting content needs to be removed from the Employer’s WI.
Chapter 1: Introduction

Chapter 2: The status of Works Information
The function of Works Information
The relationship between Works Information and Contract Data
The relationship between Works Information and Site Information
The relationship between Works Information and pricing documents
Works Information as a contract document

Chapter 3: Drafting Works Information
Incorporation of standard specifications
Examination of a typical traditional specification
Health and safety information
General drafting advice

Chapter 4: ECC references to Works Information

Chapter 5: Employer’s Works Information content
Example Works Information Structure
Guidance and checklist

Chapter 6: Works Information provided by the Contractor for his design
**Contractor design: How to compile:**

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<thead>
<tr>
<th>WI ref</th>
<th>ECC Clause</th>
<th>Description</th>
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<tr>
<td>WI 305</td>
<td>21.1</td>
<td>Design responsibility</td>
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<tr>
<td>WI 310</td>
<td>21.2</td>
<td>Design submission procedures</td>
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<td>WI 315</td>
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<td>Design approvals from Others</td>
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<tr>
<td>WI 320</td>
<td></td>
<td>Employer's requirements (e.g. loading requirements, design guidance)</td>
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<td>WI 325</td>
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<td>Design co-ordination</td>
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<td>WI 330</td>
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<td>Requirements of Others (e.g. planning officials or government departments)</td>
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Refer to page 25/25 of the Guidance for further details