DATE 14th September **2023**

(1) The Football Foundation

(2) Edge PS Limited

(3) Cleveland Land Services (Guisborough) Limited

(4). SIS Pitches UK Ltd

Framework Alliance Contract
Framework for PlayZones projects

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FRAMEWORK ALLIANCE CONTRACT

FRAMEWORK ALLIANCE AGREEMENT

A *FRAMEWORK ALLIANCE CONTRACT* is created the 14th day of September 2023

IN RELATION TO the design, supply and installation of artificial grass pitches and all associated works (*Framework Programme*) as described in the *Framework Documents*

BETWEEN

(1) **The Football Foundation** of Wembley Stadium, Wembley, London, HA9 0WS (the ***'Client'*** which expression shall include a successor in title (including a statutory successor in title) and/or permitted assignees); and

(2) **Cleveland Land Services (Guisborough) Limited** (company number: 1390490) whose registered address is Park Farm, Dunsdale, Guisborough, Cleveland, TS14 6RQ

(3) **Support in Sport (UK) Ltd** (company number: 04174873) whose registered address is Tavistock Works, Glasson Ind. Estate, Maryport, CA15 8NT

each a '**Contractor**' and together the '**Contractors**'.

(4) **Edge PS Limited** (company number: 09685365) whose registered address is 3 Heritage Mews, High Pavement, Nottingham, Nottinghamshire, NG1 1HN

a '**Consultant**'.

BACKGROUND

(A) This *Framework Alliance Contract* governs the creation of an alliance framework between the *Client*, *Alliance Manager* and *Contractors* and sets out how the *Client* intends to work with the other *Alliance Members* and governs the creation of the *Alliance Members'* relationship to deliver *Projects* during the *Framework Programme*.

(B) Each *Contractor* has been appointed as a contractor following their response to a public procurement exercise (FTS Notice number: 005732-2023) published on 27/02/2023 and subsequent participation in a tender process.

(C) The *Consultant* has been appointed as a consultant following their response to a public procurement exercise (FTS Notice number: 005733-2023) published on 27/02/2023 and subsequent participation in a tender process.

(D) The aim of this *Framework Alliance Contract* is to create a relationship which promotes a culture of mutual trust, co-operation and confidence in the delivery of *Projects*.

(E) The *Alliance Members* shall work together towards continuous improvements in *Project* delivery and programme, and to achieve value for money.

(F) The contract in respect of each *Project* will be created by signing individual *Project Contracts*.

THE *ALLIANCE MEMBERS* AGREE that the *Contract Terms* of the **Framework Alliance Contract, ACA 2016**, apply, save as amended here, and agree to work in an *Alliance* to fulfil their agreed roles and responsibilities and to apply their agreed expertise in relation to the *Framework Programme,* in accordance with and subject to the *Framework Documents,* and who agree that subject to amendment in accordance with the *Contract Terms:*

Reference in Contract Terms	
Clause 1.1	The roles, expertise and responsibilities of the *Alliance Members* are described in the *Framework Documents* and, in addition to the *Client* and the *Alliance Manager*, the *Alliance Members* are: the Contractors [the Consultants]

Clauses 1.3, 1.4 and 1.5	The *Framework Documents* are:
	
	• this *Framework Alliance Agreement* incorporating:
	  ○ *Objectives, Success Measures, Targets* and *Incentives* (Schedule 1);
	  ○ *Timetable* (Schedule 2);
	  ○ *Risk Register* (Schedule 3);
	  ○ *Award Procedures (Schedule 4)*;
	  ○ *Template Project Documents (Schedule 5)*
	  ○ *Legal Requirements and Special Terms (Schedule 6);*
	  ○ *Change control procedure (Schedule 7);*
	  ○ *Framework Brief (Schedule 8);*
	  ○ *Framework proposals (Schedule 9);*
	• the *Contract Terms* (as amended);
	• the *Alliance Manager Services Schedule* agreed confidentially between the *Client*, any *Additional Clients* and the *Alliance Manager*;
	• the *Alliance Manager Payment Terms* agreed confidentially between the Client, any *Additional Clients* and the *Alliance Manager;*
	• the *Framework Prices* and *Framework Proposals* each submitted individually and confidentially to the *Client* and *the Alliance Manager* by another *Alliance Member;*

- any *Joining Agreement;*

  and any additional and amended *Framework Documents* developed in accordance with the *Contract Terms.*

Clause 1.6

The *Core Group* members are:

Mark Coulson	appointed by The Football Foundation (Client)
Chris Barry	appointed by The Football Foundation (Alliance Manager)
Joshua Barber	appointed by Edge PS Limited (Consultant)
Andy Lovell	appointed by Cleveland Land Services (Guisborough) Limited (Contractor)
Luke Edwards	appointed by SIS Pitches UK Ltd (Contractor)

Clause 1.9.3

The communication systems are:

The preferred method of communication shall be via electronic mail (email). Where appropriate, the sender may use a method of confirming receipt via their email client.

Clause 1.10

The *Alliance Members* shall engage with the following *Stakeholders* in accordance with clause 1.10 and the *Framework Documents*:

The Football Association

Clause 1.11

The following *Additional Clients* and/or other *Additional Alliance Members* may join the *Alliance* in accordance with clause 1.11:

[The Football Association; Applicants for Awards to Sport England; English Sports Council; Community Sports Clubs; National Governing Bodies (of Sport) and their Applicants; Central Government Bodies; Sports Councils; Local Authorities (England and Wales) and applicable Housing Associations;]

Clause 3.1

The *Alliance Manager* is: Chris Barry of The Football Foundation

and the *Alliance Manager's* authority under clause 3.1 is subject to the following restrictions:

Not applicable

Clause 3.2	The *Alliance Manager* may act on behalf of the *Client* in the following matters: All those matters connected to the performance of its services and functions and as instructed by the *Client* from time to time.
Clause 3.3	The *Independent Adviser* is: Neil Thody of Orange Peel Consultancy Limited
Clauses 4.3 and 4.4	The *Agreed Prices* for each *Project* shall be established in accordance with clause 4: • and shall state separately the agreed *Profit* and *Overheads*; • and shall state separately any agreed costs established in accordance with *Alliance Activities* under clause 6.
Clauses 5.1 and 5.2	The *Direct Award Procedure* shall apply for each *Project*, See Schedule 4.
Clause 5.7	Any exclusivity granted to any one or more Alliance Members under clause 5.7 in respect of all or part of the Framework Programme is as follows: Work within a region is exclusive to the Contractor awarded a place in that region, i.e. Lot 1: North East England and Yorkshire; Lot 2: North West England and Midlands; Lot 3: London & Southern England.
Clause 6	The *Alliance Members* shall implement the following *Supply Chain Collaboration* and/or other *Alliance Activities* in accordance with clause 6 within the timescales stated in the *Timetable* or as otherwise agreed: *Alliance Members* will develop the *Timetable* collaboratively and set out targets to realise the objectives set out in Schedule 1 of the Agreement.
Clause 8.6	The payment periods set out in clause 8.6 shall be amended as specified in the *Project Contract*
Clause 8.11	The rate of interest on late payment is: 5%
Clauses 10.1 and 10.2	The following amendments apply to the duties of care under clauses 10.1 and/or 10.2: Insert at the end of clauses 10.1 and 10.2, 'save that in respect of a *Project*, the duty of care as set out in the *Project Contract* shall apply as between the relevant *Alliance Members*'.

Clause 12	The following types and amounts of insurance cover shall be taken out by the following *Alliance Members* in accordance with clause 12 in respect of matters governed by the *Framework Alliance Contract*: For all *Alliance Members* as indicated, apart from the *Client:* Employer's liability insurance: £10,000,000.00 for any one occurrence Public liability insurance: £10,000,000.00 for any one occurrence Professional indemnity insurance: £5,000,000.00 for any one occurrence unless otherwise stated in the relevant *Project Contract* Works insurance requirements (*Contractors only*) shall be determined in accordance to the *Project* requirements and set out in the *Project Contract*.
Clause 13.2	The following rights of assignment and/or sub-contracting apply under clause 13.2: See the *Special Terms*
Clause 13.3	The following amendments apply to the confidentiality provisions in clause 13.3: See the *Special Terms*
Clause 14.1	The *Framework Alliance Contract* shall commence on: the date as stated at the beginning of this agreement and, subject to the remainder of clause 14, shall continue for a period of: 48 months and shall expire at the end of 48 months.
Clause 15.2	Any dispute may be referred to conciliation conducted in accordance with clause 15.2 and Part 1 of Appendix 4 by a *Conciliator* who shall be appointed by: the Centre for Effective Dispute Resolution (CEDR) /in accordance with the *Conciliation Procedure*. The *Conciliation Procedure* is: CEDR Model Mediation Procedure and Rules 2017
Clause 15.3	Any dispute may be referred to adjudication conducted in accordance with clause 15.3 and Part 2 of Appendix 4 by an *Adjudicator who* shall be: appointed by the Association of Consultant Architects (ACA) / in accordance with the *Model Adjudication Procedure*. The *Model Adjudication Procedure* shall be: CIC 2022 Edition
Clause 15.4	Arbitration shall not apply
Clauses 13.4 and 15.5	The applicable laws under clauses 13.4 and 15.5 and the courts with non-exclusive jurisdiction are those of: [England and Wales].

The Football Foundation ("Client") of

Wembley Stadium, Wembley, London, HA9 0WS and whose email addresses are

MRG@footballfoundation.org.uk. and jennie.goodman@footballfoundation.org.uk.

Executed as a deed by)

The Football Foundation)

Martin Glenn (Sep 4, 2023 10:23 GMT+1)

Authorised Signatory

Martin Glenn

Print Name

Executed as a deed by)

The Football Foundation)

Authorised Signatory

Jennie Goodman

Print Name

Edge PS Limited ("Consultant") whose registered office is at

3 Heritage Mews, High Pavement, Nottingham, Nottinghamshire NG1 1HN

and whose email address is kieran.odonoghue@edgeps.co.uk and dale.rodgers@edgeps.co.uk

Executed as a deed by)

Edge PS Limited)

Kieran O'Donoghue Dale Rodgers

Kieran O'Donoghue (Sep 4, 2023 12:19 GMT+1) Dale Rodgers (Sep 5, 2023 11:52 GMT+1)

Director Director

Cleveland Land Services (Guisborough) Limited ("Contractor") whose registered office is at

Park Farm, Dunsdale, Guisborough, Cleveland, TS14 6RQ

and whose email address is a.miller@cls-sports.co.uk and S.Miller@cls-headoffice.co.uk

Executed as a deed by)

Cleveland Land Services (Guisborough) Limited)

Andrew Miller Stephen Miller

Andrew Miller (Sep 14, 2023 09:24 GMT+1) Stephen Miller (Sep 14, 2023 18:12 GMT+1)

Director Director

Support in Sport (UK) Ltd ("Contractor") whose registered office is at

Tavistock Works, Glasson Ind. Estate, Maryport, CA15 8NT

and whose email address is Rob@sispitches.com and paulb@sispitches.com

Executed as a deed by)

Support in Sport (UK) Ltd)

Rob Hope (Sep 14, 2023 09:23 GMT+1) Paul Barker

Paul Barker (Sep 11, 2023 13:32 GMT+1)

Director Director

Schedule 1
Part 1
Objectives

(see clause 2.1)

The *Objectives* are:

1. To deliver high levels of end user satisfaction with the PlayZones installation that improve and enhance the experience for participation in sport;

2. To deliver a completed PlayZones installation that is sustainable for the facility owner and user;

3. To increase efficiency and deliver added value over the life of the framework through supply chain integration, process improvement and other initiatives, through collaborative working;

4. To learn from shared experiences on the framework and to adapt, develop and improve the quality of PlayZones installations over the life of the Framework Alliance Contract.

Guidance note: The *Objectives* state the agreed objectives of the *Alliance* and the *Framework Programme*, and of the *Alliance Members* in relation to the *Alliance* and the *Framework Programme*. They form the basis for the *Success Measures* and *Targets* stated in Part 2 of this Schedule 1 and for seeking *Improved Value* in accordance with clauses 2.2, 6.1 and 6.3 of the *Contract Terms*.

Part 2
Success Measures and Targets

(see clauses 2.3, 5.7 and 14.2)

The *Success Measures* and *Targets* are described in this Schedule.

See Success Measures and Targets appended hereto

Guidance note: The *Success Measures* are the agreed basis for determining the achievement of the *Objectives* and for measuring the performance of the *Alliance Members*. They state the *Targets* set for each *Success Measure*, including the method of recording relevant data, the *Alliance Member* responsible for measuring against that data and the system for reporting to the other *Alliance Members*.

Any exclusivity granted to *Alliance Members* under the *Framework Alliance Agreement* by reference to clause 5.7 of the *Contract Terms* may be adjusted according to the achievement of *Targets* as described in this Schedule.

Guidance note: Adjustment of exclusivity according to achievement of agreed *Targets* can be an appropriate *Incentive* under Part 3 of this Schedule 1, for example where multiple *Project Contracts* are awarded pursuant to the *Direct Award Procedure.*

Rights of termination under clause 14.2.2 shall apply in respect of *Success Measures* and *Targets* only if detailed and subject to the relevant matters set out in this Schedule.

Guidance note: Exercising a right of termination as a result of *Alliance Members* not achieving agreed *Targets* is a last resort. It is important to state any limitations as to which *Success Measures* and *Targets* may justify the exercise of that right and any additional procedures that precede the exercise of that right.

Part 3
Incentives

(see clause 2.4)

The *Incentives* to achieve the following Objectives and/or the following *Targets* are:

Incentives	***Objective*** *and/or* ***Target***
None/Not applicable	

Part 2: Success Measures & Targets

PlayZones Provider (PZP)

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
Project Measures and Targets							
PM-01	Client Satisfaction – Overall Performance	80%	90%	How satisfied the client was with the PZP's overall performance on the Project on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-02	Client Satisfaction – Quality of the completed facility	80%	90%	How satisfied the client is with the completed facility on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-03	Client Satisfaction – H&S, Sustainability & Environmental Awareness	80%	90%	How satisfied the client was that the PZP demonstrated H&S, Sustainability and Envionmental awareness on completed work on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-04	Time Predictability - Design Development	95%	97.5%	The difference between the agreed time period for Design Development against the actual time, measured against a Gantt chart	FMC to monitor progress of the actual time against the planned time.	At the end of the Design Development Period and reported cumulatively on an annual basis	FMC reports against programme
PM-05	Time Predictability - Construction Period	95%	97.5%	The difference between the agreed time period for Construction against the actual time, measured against a Gantt chart	FMC to monitor progress of the actual time against the planned time.	At the end of the Project and reported cumulatively on an annual basis	FMC reports against programme
PM-06	Cost Predictability of the Project	95%	97.5%	The difference between the Contract Sum and the Final Account.	FMC to report when Final Account is agreed and published.	When the Final Account is agreed and then reported cumulatively on an annual basis	FMC to report.

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
PM-07	End User Satisfaction - At Handover	80%	90%	How satisfied the end user is with the completed facility at handover on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-08	Project collaboartion & communication	80%	90%	How effective the PZP was in collaborating and communicating with the client, end user and FMC during the project.	Based on the issue of a survey to client, end user and FMC at the end of the project and assessed on the percentage of respondents scoring "satisfied" or "very satisfied".	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
Framework Measures and Targets							
FM-01	Environmental Considerations			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-02	Training & Employment			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-05	Commitment to Framework Collaboration	80%	90%	An assessment made by the FMC, the Authority and its Partners on the Supplier's commitment to Framework Objectives on a 1-10 scale	Following the annual review with the Framework Operator	Annually	FMC conducts a workshop with the Framework Operator and provides an overall assesment

* Client shall mean, Applicant, End User or Framework Partner

Part 2: Success Measures & Targets

Framework Managing Consultant (FMC)

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
Project Measures and Targets							
PM-01	Client Satisfaction – Overall Performance	80%	90%	How satisfied the client was with the Consultant's overall performance on the Project on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-02	Client Satisfaction – Quality of the completed facility	80%	90%	How satisfied the client is with the completed facility on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-03	Client Satisfaction – H&S, Sustainability & Environmental Awareness	80%	90%	How satisfied the client was that the Consultant demonstrated H&S, Sustainability and Envionmental awareness on completed work on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-04	Time Predictability - Design Development	95%	97.5%	The difference betweent the agreed time period for Design Development against the actual time, measured against a Gantt chart	Alliance Manager to monitor progress of the actual time against the planned time.	At the end of the Design Development Period and reported cumulatively on an annual basis	FMC reports against programme
PM-05	Time Predictability - Construction Period	95%	97.5%	The difference betweent the agreed time period for Construction against the actual time, measured against a Gantt chart	Alliance Manager to monitor progress of the actual time against the planned time.	At the end of the Project and reported cumulatively on an annual basis	FMC reports against programme
PM-06	Cost Predictability of the Project	95%	97.5%	The difference betweent the Contract Sum and the Final Account.	FMC to report when Final Account is agreed and published.	When the Final Account is agreed and then reported cumulatively on an annual basis	FMC to report.
PM-07	End User Satisfaction - At Handover	80%	90%	How satisfied the end user is with the completed facility at handover on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
PM-08	Project collaboartion & communication	80%	90%	How effective the FMC was in collaborating and communicating with the client, end user and PZP during the project.	Based on the issue of a survey to client, end user and PZP at the end of the project and assessed on the percentage of respondents scoring "satisfied" or "very satisfied".	At the end of the Project and reported cumulatively on an annual basis	Client issues and receives form and reports findings to the Authority, its partners and the Employer.
Framework Measures and Targets							
FM-01	Environmental Considerations			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-02	Training & Employment			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-05	Commitment to Framework Collaboration	80%	90%	An assessment made by the Client, the Authority and its Partners on the FMC's commitment to Framework Objectives on a 1-10 scale	Following the annual review with Alliance Team	Annually	Independent Adviser conducts a workshop with the Alliance Team and provides an overall assesment

* Client shall mean, Applicant, End User or Framework Partner

Schedule 2
Timetable

(see clause 6.1)

[TO BE COMPLETED POST AWARD OF CONTRACT]

Description of action/consent/approval	***Alliance Member(s)* responsible for action/consent/approval**	**Period/deadline for action/consent/approval**	**Additional comments**

Guidance note: The *Timetable* states agreed deadlines, gateways and milestones in respect of the *Framework Programme* and achievement of the *Objectives*, and the timescales for *Alliance Activities*, including the nature, sequence and duration of the agreed actions of each *Alliance Member* and any consents or approvals (whether required from *Alliance* Members or third parties) that are pre-conditions to subsequent actions.

Schedule 3
Risk Register

(see clauses 9.3 and 9.4)

[TO BE COMPLETED POST AWARD OF CONTRACT]

Risk	**Likelihood of risk**	**Impact of risk on *Framework Programme* and/or Objectives and/or Alliance *Activities***	***Risk Management* action**	***Risk Management* action period/deadline**

Guidance note: The *Risk Register* states the nature of each risk, its likelihood and impact on the *Framework Programme* and/or achievement of the *Objectives* and/or any *Alliance Activities* (including any anticipated financial impact), the *Alliance Member(s)* responsible for each *Risk Management* action, the agreed *Risk Management* actions (including actions to reduce the likelihood of each risk and to reduce its financial and other impact) and the agreed periods/deadlines for completing those actions.

Schedule 4
Part 1
Direct Award Procedure

(see clause 5.1)

The *Direct Award Procedure* shall apply.

Part 2
Competitive Award Procedure

(see clause 5.2)

The *Competitive Award Procedure* shall NOT apply for the award of *Project Contracts.*

Volume 2
Contract

Schedule 4: Award Procedures

Contract Ref:	T10430-1
Date:	January 2023
Issue:	1

Document Control

Revisions

Job Ref	Revision	Date	Prepared	Checked	Amended	Notes
10430-1	--	31/01/23	NT	KH		For Client Review
10430-1	A	27/02/23	NT	KH	NT	Tender Issue

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Appendices

Appendix 4A	Direct Award Process (PZP)
Appendix 4B	Direct Award Process (FMC)
Appendix 4C	Direct Award Template

1. Introduction to Award Procedures under the Framework

1.1. Introduction

1.1.1. This document describes the way in which "works" and "services" are called-off under the Framework. The Framework Operators (Alliance Members) comprise of the following:-

- PlayZone Providers (PZP) (x3)
- Framework Managing Consultant (FMC) (x1)

1.1.2. All "Alliance Members" will be awarded a place on the multi-party ACA, Framework Alliance Contract, FAC-1.

1.1.3. The PZPs are within a "Multiple Provider" framework with a single provider in each region (lot). The method of awarding works to the PZP will be by the use of the "Direct Award Procedure" as set out in this schedule.

1.1.4. The appointment of the FMC is as a "Single Provider". The method of awarding services to the FMC will be by the use of the "Direct Award Procedure" only.

1.1.5. The method of awarding works and services under the framework are further described in this document.

1.2. Generally

1.2.1. Schedule 4 of the Framework Alliance Contract (FAC-1) sets out the way in which works and services are awarded under the Framework. There is principally one method of awarding works and services under the Framework which will be by the Direct Award Procedure (Clause 5.1 of the Contract).

1.2.2. The following sections describe the call-off procedures for both the PZP and the FMC.

- Call-Off Procedures for PZP (see 2. Call-Off Procedures (PZP));
- Call-Off Procedures for Framework Managing Consultant (FMC) (see 3. Call-Off Procedures (FMC).

2. Call-Off Procedures (PZP)

2.1. Introduction

2.1.1. Works will be "called off" under the Framework in accordance with this document under the "Direct Award Procedure".

2.1.2. This is described below/

2.2. Direct Award

2.2.1. There is no competitive process to be undertaken in the award of a contract to the PZP. However, it is a requirement that the appointed PZP demonstrates value for money through competition. This is achieved in two ways:-

Original Tendered Rates – The PZP has submitted "Framework Rates" which are incorporated into the Contract at **Schedule 9 – Framework Proposals**. Rates are provided for the following: central office overheads, site overheads, profit and design fees. All of these cost components are further described in the Price Framework, incorporated in **Schedule 5 – Template Documents, Part 4 – Price Framework**. Original tendered rates shall be used in calculating the contract sum for the cost components noted above.

Supply Chain Tendering – The net cost of works shall be subject to supply chain tendering, where the PZP shall conduct competitive exercises for the various supply chain components making up the "works". The procedure of supply chain tendering is further described in this document.

2.2.2. In the first instance, the FMC, on behalf of the Authority shall issue a "Project Brief" using the template provided at **Schedule 5 – Template Documents, Part 3 – Project Brief.** This will initiate the project and will require the PZP to respond with the following information:-

- Confirmation of the PZP's resources and capacity to undertake the required works
- An outline programme for the two-stage design and build process (see **Schedule 8 – Framework Brief, Appendix 8E – Two Stage Design & Build Route**.
- An outline budget for the works.

2.2.3. The PZP will then enter into a Building Contract with the Authority, based on one of the forms provided at **Schedule 5 – Template Documents, Part 1 – Call-Off Contracts.**

2.2.4. The Contract incorporates a Pre-Construction Services Agreement (PCSA) which shall initiate the "Design Stage". The PZP shall work collaboratively with the FMC and the Authority to develop the design and price to RIBA Plan of Work Stage 4: Technical Design.

2.2.5. When the design and contract sum is accepted, the FMC shall issue a "Notice to Proceed" on behalf of the Authority to commence the works.

2.2.6. The process is illustrated at **Appendix 4A – Direct Award Procedure (PZP)**.

2.3. Supply Chain Tendering

2.3.1. As set out above, the PZP is required to conduct "Supply Chain Tendering" (SCT) in order to establish the cost of the works. This process shall be conducted in a robust and transparent (open book) manner, in accordance with this document.

2.3.2. In the first instance, the PZP shall identify the supply chain packages that shall be subject to SCT. Formal quotations are required for the supply chain tenders, based on the criteria set out in the table below:-

Value of Work (£)	Minimum number of Quotations Required
<£10,000	1
£10,000-£50,000	3
>£50,000	4

2.3.3. The minimum number of quotations required is set out above although the PZP may invite more than the minimum number.

2.3.4. Where the PZP is unable to obtain sufficient numbers of quotations, they shall duly justify this by providing evidence of attempts made to obtain such quotations.

2.3.5. On conclusion of the SCT exercise, the PZP shall present their Contract Sum Analysis (CSA), together with a tender report, evidencing the above process, which as a minimum should set out the following:-

- Details of each SCT package;

- Names of those invited to tender for each package of work;
- Prices obtained, including any narrative around qualifications to prices received;
- Evidence of supply chain quotations received;
- Details of any derogation from this procedure and an explanation of the reasons why.

2.3.6. The FMC shall review the submitted CSA. If the FMC has any concerns, they will raise clarifications with the PZP. In addition, the FMC will benchmark the submitted CSA against the priced project scenarios, incorporated into **Schedule 9 – Framework Proposals.** This process will continue until the CSA is agreed.

2.3.7. Once the CSA is agreed, the FMC shall issue a "Notice to Proceed".

3. Call-Off Procedures (FMC)

3.1. Introduction

3.1.1. Services will be "called off" under the Framework in accordance with this document. The method by which the Authority or those accessing the Framework will be able to call off services of the FMC will solely be by the use of the "Direct Award Procedure".

3.1.2. This is further described below.

3.2. Direct Award

3.2.1. This method of award is the *default* method of awarding works/services under the Framework for the FMC.

3.2.2. The Authority shall use the Framework Rates provided by the Consultant as set out in the Framework Proposals at **Schedule 9 – Framework Proposals** of the Framework Alliance Contract.

3.2.3. The Authority shall complete **Appendix 4C – Direct Award Template** and request that the Consultant provides a fee in connection with the "Project Brief" contained at **Schedule 5, Part 3 – Project Brief of the FAC-1.**

3.2.4. The FMC shall apply their "Framework Rates" in calculating the "Project Fee" for services called-off under the Framework.

3.2.5. The FMC shall respond with a Tender Price which shall use the tendered framework rates in accordance with the Price Framework, incorporated into the Framework Agreement at **Schedule 9 – Framework Proposals**.

3.2.6. The Authority shall review the Tender Price submitted by the FMC and then award a Contract.

3.2.7. The process is further illustrated at **Appendix 4B – Direct Award Process (FMC).**

4. Procurement Route

4.1. Two Stage Design & Build

4.1.1. The Authority's method of procurement is "Two Stage Design & Build" using an integrated Pre-Construction Services Agreement (PCSA) and JCT Design & Build Contract (DB2016). This is further described in **Schedule 8 – Framework Brief**.

4.1.2. Under the "Direct Award" procedure, both the PZP and FMC will apply their "Framework Rates" in calculating the project cost/project fee. In the case of the works costs, the PZP shall use SCT as further described at 2.3 Supply Chain Tendering.

4.1.3. The PZP will assume design responsibility from **RIBA Plan of Work Stage 3: Developed Design** onwards.

Appendix 4A

Direct Award Process (PZP)

Appendix 4A
Direct Award Process (PZP)

Key

AM - Alliance Manager (Football Foundation)
FMC - Framework Managing Consultant
Authority - Any Contracting Authority accessing the Framework
FA - Framework Agreement
ER - Employer's Requirements
PCSA - Pre-Construction Services Agreement
PZP - PlayZone Provider

Appendix 4B

Direct Award Process (FMC)

Appendix 4B
Direct Award Process (FMC)

Key
AM - Alliance Manager (Football Foundation)
FMC - Framework Managing Consultant
Authority - Any Contracting Authority accessing the Framework
FA - Framework Agreement
ER - Employer's Requirements
PCSA - Pre-Construction Services Agreement
PZP - PlayZones Provider

Appendix 4C

Direct Award Template

Appendix 4B:
Direct Award Template

For award under the Framework Agreement

Project Title: [insert details]

Site Location [insert details]

Project Reference: [insert details]

Project Information

Issued To:

Date of Issue:

Issued By:

1	Project Reference	insert text	
2	Project Title:	insert text	
3	Site Address:	insert text	
4	Description of Works/Services Required:	insert text	
5	Project Brief	Attached as Appendix A	
6	Estimated Budget for the project.	£0	
7	Target Dates		
	Issue Project Brief	01-Jul-23	
	Conclude Design and Contract Sum Analysis	01-Sep-23	
	Notice to Proceed - Start on Site	01-Nov-23	
	Works complete	31-Jan-24	
8	Requirements of the PZP		
	Please confirm that you have the necessary resources and capacity to undertake the required works?	Yes	
	Please provide your outline project plan (Gantt Chart) for both pre-construction and post construction.	Enclosed?	Yes
	Please provide your outline budget estimate for the work.	Enclosed?	Yes

Schedule 5
Template Project Documents

(see clause 5.3)

Each *Direct Award Procedure* and all *Project Contracts* shall use the following *Template Project Documents* as set out in this Schedule.

Part 1
Call-Off Contracts & related performance security/warranty documents

1. JCT ICD (& Integrated PCSA)
2. JCT MWD (and Integrated PCSA)
3. Parent Company Guarantee (if applicable/required)
4. Performance Bond (if applicable/required)
5. Sub-Contractor/Sub-Consultant Collateral Warranty
6. Consultant Collateral Warranty (if required instead of Third Party Rights)
7. Consultant Form of Order
8. Professional Appointment of a Framework Managing Consultant (FMC)

DATE **20**

(1) [The Employer]

(2) [The Contractor]

JCT ICD 2016 Edition
in relation to
the design, supply and installation of
Playzone pitches
at
[insert site address]

ARTICLES OF AGREEMENT

DATE **20**

PARTIES

(1) **[ ]** a company incorporated in England and Wales with registered number [ ], whose registered office is at [ ] (the '**Employer'** which expression shall include successors in title (including a statutory successor in title) and/or permitted assigns); and

(2) **[Contractor]** a company incorporated in England and Wales with registered number [ ], whose registered office is at [ ] (the '**Contractor'**).

RECITALS

Whereas

First the Employer wishes the Contractor to provide [*describe works]* at [*address of works*] (the '**Works**'). The Employer has supplied to the Contractor and may, during the Pre-Construction Phase (as defined in the Conditions), further supply to the Contractor documents, drawings, specifications or work schedules showing and describing or otherwise stating his requirements and describing the work to be done (the '**Employer's Requirements**');

Second the Works include the design and construction of [list the items of work in the Contractor's Designed Portion] ('the Contractor's Designed Portion')

Third the drawings are numbered/listed in [insert details] annexed to this Contract ('the Contract Drawings') and have for identification been initialled by or on behalf of each Party

Fourth During the Pre-Construction Services the parties shall finalised: the Specification/Work Schedules and other documents showing or describing the design and construction of the Contractor's Designed Portion in accordance with the Employer's Requirements.

Fifth the Contractor shall:

i. Price the Specification/Work Schedules/Works shown on the Contract Drawings and Employer's Requirements in accordance with Article 14

Sixth in response to the Employer's Requirements the Contractor shall supply to the Employer:

ii. documents showing and describing the Contractor's proposals for the design and construction of the Contractor's Designed Portions (the '**Contractor's Proposals**'); and

iii. an analysis of the portion of the Contract Sum relating to the Contractor's Designed Portion (the '**CDP Analysis**');

Seventh the Contractor has, as at the date of this Contract and pursuant to Article 14, examined the Employer's Requirements and, subject to the Conditions, the Contractor confirms:

i. that the Contractor's Proposals meet with the Employer's Requirements and there is no discrepancy within and/or between the two documents; and

ii. that the Contractor shall be fully responsible in all respects for the design of the CDP Works (whether contained in the Employer's Requirements or the Contractor's Proposals) and design development, selection of goods and materials and

satisfaction of performance specifications in respect of same;

Eighth for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;

Ninth for the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

Tenth the division of the Works into Sections, if applicable, is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars;

Eleventh this Contract is supplemented by the Framework Agreement referred to in Article 11;

Twelfth the Supplemental Provisions identified in the Contract Particulars apply.

Thirteenth the Contractor has stated the firm and fixed sums he will require for carrying out the Pre-Construction Services and his estimate of the firm and fixed sum he will require for the execution of the Works (as defined in the Conditions) and other risk items which combined sum, once it has been settled pursuant to Articles 15, is to become the Contract Sum for the purposes of this Contract.

ARTICLES

Article 1. Agreement

The Contractor shall design the CDP Works and carry out and complete the Works in accordance with the Contract Documents.

Article 2. Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions

- the Pre-Construction Services Fee, being the VAT-exclusive sum of [*insert amount in words*] (£[*insert amount in figures*]);
- the amount to be paid pursuant to Article 15 for the Works

together (the '**Contract Sum**') or other such sum as shall become payable under this Contract.

Article 3. Contract Administrator

For the purposes of this Contract, the Contract Administrator is [ ] of [ ] or such other person as the Employer shall nominate in his place in accordance with clause 3.4 of the Conditions.

Article 4. Quantity Surveyor

For the purposes of this Contract the Quantity Surveyor is [ ] of [ ] or, if he ceases to be the Quantity Surveyor, such person as the Employer nominates in accordance with clause 3.4 of the Conditions.

Article 5. Principal Designer

The Principal Designer for the purposes of the CDM Regulations is [ ] of [ ] or, such replacement as the Employer at any time appoints to fulfil that role.

Article 6. Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor or, such replacement

as the Employer at any time appoints to fulfil that role.

Article 7. Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

Article 8. Arbitration

Arbitration does not apply.

Article 9. Legal proceedings

Subject to Article 7, the [English][English & Welsh] courts shall have exclusive jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract (including non-contractual claims) save for the enforcement of any judgment or award of the English courts in another jurisdiction.

Article 10. Incorporation and amendment of ICD 2016

This Contract shall incorporate all the provisions of the Joint Contracts Tribunal Intermediate Contract with Contractor's Design 2016 ('**ICD 2016**') except that:

(a) The Recitals contained in ICD 2016 shall be replaced in their entirety by these Recitals.

(b) The Articles of Agreement contained in ICD 2016 shall be replaced in their entirety by these Articles of Agreement.

(c) The Contract Particulars contained in ICD2016 shall be replaced in their entirety by the Contract Particulars attached to these Articles of Agreement.

(d) The Conditions and Schedules contained in ICD 2016 shall be amended as provided in Appendix 1 of these Articles of Agreement.

(e) The Conditions shall be construed as varied accordingly and if there is any discrepancy between the Conditions and the schedule of amendments contained in Appendix 1 of these Articles of Agreement then the wording of the schedule of amendments shall prevail.

(f) In the event of any conflict, ambiguity, discrepancy or divergence between documents, the order of priority shall be as follows:

(i) Appendix 1 of these Articles of Agreement (Schedule of Amendments)

(ii) Articles of Agreement

(iii) Conditions

(iv) Contract Particulars

(v) Recitals

(vi) Schedules

(vii) Employer's Requirements

(viii) Contractor's Proposals; and

(ix) CDP Analysis

Article 11. Framework Agreement

The Contractor has entered into FAC-1 Framework Alliance Contract (as the **'Alliance Member'**) with the Employer (as the ['Client']['Additional Client']) dated [ ] (the **'Framework Agreement'**). The Contractor has been appointed to carry out the Works following a Direct Award pursuant to Clause 5.1 of the Framework Agreement. The Contractor acknowledges and confirms that in carrying out the Works pursuant to this Contract it will have all due regard to the principles of conduct governing the Framework Agreement as set out in the 'Background' and Clause 1.1 of the Framework Agreement.

Article 12. Interface Protocol

Where there are two or more contractors on the Site operating concurrently at any given time clause 3.19 and if appliable Appendix 5 of this Contract shall apply. {Will an Interface Protocol be needed for the Playzone Contracts?}

Article 13. Previous Work

Notwithstanding the date of this Contract, any work (including design, enabling, temporary or other preliminary or permanent work), services or activities carried out by or on behalf of the Contractor prior to the date of this Contract in anticipation of the Employer entering into this Contract with the Contractor shall, on the date of this Contract, be considered to have been carried out under this Contract and shall be subject to the terms of this Contract. Any sums paid by the Employer before the date of this Contract shall be considered to have been paid on account of the Contract Sum under this Contract.

Article 14 Pre-Construction Services

14.1 The Contractor shall in accordance with and subject to the terms of this Contract carry out and complete the Pre-Construction Services during the Pre-Construction Phase unless otherwise instructed by the Employer in writing and the Contractor is hereby granted a licence to enable the Contractor to enter onto the Site for the purposes of undertaking the Pre-Construction Services (to the extent the Contractor requires such access).

14.2 The Contractor warrants to the Employer that he has exercised and shall continue to exercise in the performance of the Pre-Construction Services the Required Standard (as such term is defined in the Conditions).

14.3 The Contractor shall perform the Pre-Construction Services regularly and diligently and so as to comply with and meet the requirements of the master programme for the Works.

14.4 If the Contractor is prevented or delayed in the performance of the whole or any part of the Pre-Construction Services for any reason the Contractor shall promptly notify the Employer of the same and shall use best endeavours (but without incurring substantial additional expenditure) to resume and expedite the performance of the Pre-Construction Services in order to recover any delays, but in so doing the Contractor shall comply with his obligations under this Contract.

14.5 The Contractor shall at all times co-operate, collaborate and consult fully with the Employer and keep him properly informed of all matters arising in relation to the Pre-Construction Services and provide the Employer with such financial and other information as the Employer may request from time to time.

14.6 All market testing, sub-contract procurement and negotiations by the Contractor with prospective sub-contractors and all negotiations with the Employer and the Quantity Surveyor in relation to the proposed Contract Sum shall be carried out by the Contractor on a fully disclosed and open book basis to enable the Employer to identify the actual or anticipated cost of all elements of the Works.

14.7 The Contractor shall carry out or procure the carrying out of the following activities as part of the Pre-Construction Services, comprising those further matters referred to in Article 15.1 which are to be agreed:

.1 agreeing a timetable of the Pre-Construction Services with the Employer;

.2 carrying out such feasibility studies in respect of the Works as is required by the Employer;

.3 developing the design and specification of the CDP Works;

.4 working with the Professional Team to develop the Employer's Requirements;

.5 negotiating with and tendering to Sub-Contractors (and any other sub-contractors) as required (to develop the amount of the Contract Sum and appointing the same;

.7 finalising the Contract Sum for the Works with the Employer and providing a CDP Analysis showing a breakdown of the CDP Works;

.8 commissioning and/or undertaking any Site surveys and/or investigations as required by the Employer;

.9 pursuing and obtaining any approvals whether regulatory or otherwise in respect of the Works;

.10 liaising as necessary with the Principal Designer (if not appointed to undertake such role);

.11 undertaking any other pre-construction activities as required by the Employer prior to start on Site of the Works.

14.8 .1 During the Pre-Construction Services the Employer shall finalise the Employer's Requirements and the Contractor shall finalise his response to the Employer's Requirements in the Contractor's Proposals and shall submit the same to the Employer.

.2 No amendment to the Employer's Requirements (or the Contractor's Proposals) made pursuant to this Article 14.8 shall be regarded as a variation or entitle the Contractor to any additional sums or any extension of time.

14.9 The Contractor shall in accordance with and subject to the terms of this Contract carry out and complete the Supply & Installation Works (as defined in the Conditions) following the receipt of a written instruction from the Employer to do so (the '**Instruction to Proceed'**) which instruction shall also confirm the satisfactory carrying out and completion by the Contractor of the Pre-Construction Services (or a relevant part of them). For the avoidance of doubt, any such confirmation shall not diminish or relieve the Contractor from any of his obligations or liabilities in respect of the Pre-Construction Services and/or under this Contract.

14.10 The Contractor accepts that whilst it is the Employer's intention to proceed with the Works, the Employer reserves the right (in its absolute discretion) not to proceed with the Works. In the event that the Employer decides not to proceed with the Works the Employer shall on no less than 7 days' notice in writing to the Contractor served at any time prior to commencement of the Works notify the Contractor that the Contractor will not be instructed to proceed with the Works. The effect of the Employer's notice under this Article 14 shall be as follows:

.1 the Contractor shall (within 14 days of the date of the Employer's notice) deliver to the Employer such of the Contractor's Design Documents (as such term is defined in the Conditions) prepared or procured by or on behalf of the Contractor in respect of the Works as at the date of the notice. The Employer's copyright licence granted pursuant to clause 2.33 shall be unaffected;

.2 the Contractor shall consult with the Employer as required regarding the action to be taken (if any) for the fulfilment or cancellation of any commitments made by the

Contractor in relation to the Pre-Construction Services and shall supply to the Employer all documents whether made or intended to be made as soon as reasonably practicable and in any event within 14 days of the date of the Employer's notice;

.3 the Contractor shall, if required by the Employer, assign to the Employer (or the Employer's nominee) the benefit of any and all contracts entered into by the Contractor in respect of the Works (or the Contractor shall procure the same in respect of any contracts entered into on behalf of the Contractor in respect of the Works);

.4 the Contractor shall immediately take steps to vacate the Site and remove from the Site any and all property belonging to the Contractor (if any) and the licence granted by Article 14.1 shall come to an end;

.5 the Contractor shall be paid:

.1 any instalments of the Pre-Construction Services Fee which shall have accrued due prior to the date of such determination together with a fair and reasonable proportion of the next instalment of the Pre-Construction Services Fee, such proportion to be commensurate with the Pre-Construction Services performed by the Contractor up to the date of determination less any amount previously paid to the Contractor under this Contract; and

.2 any reimbursement of expenditure in respect of orders for the Works which have been made properly by the Contractor with the prior written agreement of the Employer where such expenditure shall have been incurred by the Contractor or for which the Contractor is legally bound to pay, and upon such payment for materials or goods being made by the Employer the Contractor shall ensure that the same shall become the property of the Employer

and the Employer shall have no further liability to the Contractor in relation to the Works or this Contract and the Contractor shall have no claim for any expense, damages, direct or indirect loss of profit, loss of contract or any other costs and/or losses and/or expenses whatsoever;

.6 the Contractor shall procure collateral warranties in favour of the Employer in accordance with the provisions of clauses 7E in the event the Employer requests that it does so;

.7 the Contractor's employment under this Contract shall come to an end.

14.11 The Instruction to Proceed may include a waiver of the Contractor's obligation to carry out and complete a part of the Pre-Construction Services. In that event the Contractor shall programme the carrying out and completion of such part of the Pre-Construction Services so waived during the Works and shall carry out and complete the same in accordance with the provisions hereof unless the Instruction to Proceed also states that there is no requirement on the Contractor to carry out the part of the Pre-Construction Services so waived. In that event, the Contractor shall be paid for the parts of the Pre-Construction Services duly and properly performed as at the date of the Instruction to Proceed and the Employer shall have no further liability to the Contractor in relation to the remainder of the Pre-Construction Services Fee and the Contractor shall have no claim for any expense, damages, direct or indirect loss of profit, loss of contract or any other costs and/or losses and/or expenses whatsoever in relation to the part of the Pre-Construction Services so waived.

14.12 Any instruction given to the Contractor by the Employer pursuant to this Article 14 shall not, for the avoidance of doubt, be regarded as a variation or entitle the Contractor to any additional sums nor any extension of time.

14.13 Any services or works performed or procured by the Contractor which are not authorised as part of the Pre-Construction Services will not be reimbursed whether under the terms of this Contract or otherwise. The Contractor shall be paid for the Pre-Construction Services in accordancewith the provisions of this Contract.

Article 15 Contract Sum

15.1 During the Pre-Construction Phase the Employer and the Contractor shall negotiate in good faith and endeavour to agree

.1 the amount of the Contract Sum attributable to the Works and such amount shall be agreed prior to the Contractor commencing any part of the Works; and

.2 any further matters referred to in Article 14.7 which are not agreed at the date of this Contract.

Article 16

16. Agreement of Construction Phase Terms

16.1 Upon agreement (if any) being reached on those matters referred to in Articles 14 and 15, the Contract Documents shall be amended to incorporate the agreed position on such matters and the said documents shall be deemed to be updated accordingly. The Employer shall produce a bundle which shall be signed on behalf of the Parties to confirm their agreement to the same, but it is hereby agreed that the Contract Documents shall be deemed to be updated as follows:

.1 for all purposes of this Contract, the Contract Sum shall be deemed to be the combined total of the Pre-Construction Services Fee and the sum agreed pursuant to Article 15.1;

.2 the Employer's Requirements, the Contractor's Proposals and the CDP Analysis referred to in the First and Second Recitals shall be deemed to also include those further drawings, schedules, specification and other pricing documentation agreed pursuant to Article 15.

At any time after the said bundle has been signed in accordance with this Article 16 the Employer may issue the Instruction to Proceed.

16.2 For the avoidance of doubt, the Employer and the Contractor hereby agree and confirm the following:

.1 the Pre-Construction Services and the Works are not to be treated as sections of the Works;

.2 the Employer's written notice, served pursuant to Article 14.9, is not a certificate of practical completion;

.3 no liquidated and ascertained damages will apply in the event of delay in completing the Pre-Construction Services;

.4 the Employer will insure the Site during the Pre-Construction Services; and

.5 the Contractor shall take out and maintain professional indemnity insurance and public liability insurance in accordance with the provisions of this Contract as from the date hereof.

Contract Particulars

Note: an Asterisk * indicates text that is to be deleted as appropriate.

Clause etc.	Subject	
First Recital	Employer's Requirements	[Insert reference to documents]
Sixth Recital	Contractor's Proposals	[Inert reference to documents]
Sixth Recital	CDP Analysis	[Insert reference to document]
Eighth Recital and Clause 4.6	Construction Industry Scheme (CIS)	Employer at the Base Date [is a 'contractor'] [is not a 'contractor'] for the purposes of the CIS
Ninth Recital	CDM Regulations	The project [is][is not] notifiable
Tenth Recital	Description of Sections (if any) *(If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown.)*	Section […] [insert date] Section […] [insert date] Section […] [insert date]
Eleventh Recital	Framework Agreement *(State date, title and parties.)*	[identify by date, parties etc]
Twelfth Recital and Schedule 5	Supplemental Provisions (*Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provisions does not apply.)*	
	Collaborative working	Supplemental Provision 1 [applies][does not apply]
	Health and safety	Supplemental Provision 2 [applies][does not apply]
	Cost savings and value improvements	Supplemental Provision 3 [applies][does not apply]
	Sustainable development and environmental considerations	Supplemental Provision 4 [applies][does not apply]

	Performance Indicators and monitoring	Supplemental Provision 5 [applies][does not apply]
	Notification and negotiation of disputes	Supplemental Provision 6 [applies][does not apply]
	Where Supplemental Provision 6 applies, the respective nominees of the Parties are	Employer's nominee: [ ] Contractor's nominee: [ ] or such replacement as each Party may notify to the other from time to time
Article 8	Arbitration (*If neither entry is deleted, Article 8 and clauses 9.3 and 9.8 does not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply.*)	Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
1.1	Base Date	[insert date]
1.1	Date for Completion of the Works (*where completion by Sections does not apply*)	[insert date]
	Sections: Dates for Completion of Sections	Section […] [insert date] Section […] [insert date] Section […] [insert date]
1.7	Addresses for service of notices by the Parties	As stated at the commencement of the Agreement or such other address as may be advised from time to time in advance in writing
2.3	Date of Possession of the site (*where possession by Sections does not apply*)	[insert date]
2.4	Sections: Dates of Possession of Sections	Section […] [insert date] Section […] [insert date] Section […] [insert date]

2.5	Deferment of possession of the site (*where possession by Sections does not apply*)	Clause 2.5 [applies] [does not apply] Maximum period of deferment (if less than 6 weeks) is [insert]
	Sections: deferment of possession of Sections	Clause 2.5 [applies] [does not apply] Maximum period of deferment (if less than 6 weeks) is [insert]
2.23.2	Liquidated damages (*where completion by Sections does not apply*)	at the rate of [[£]per week pro-rated]
	Sections: rate of liquidated damages for each Section	Section […]: [£x] per […] Section […]: [£x] per […] Section […]: [£x] per […]
2.29	Sections: Section Sums	Section […]: [£x] Section […]: [£x] Section […]: [£x]
2.30	Rectification Period (*where completion by Sections does not apply*) (*If no other period is stated, the period is 6 months.*)	[ ] from the date of practical completion of the Works
	Sections: Rectification Periods (*If no other period is stated, the period is 6 months.*)	Section […]: […] months Section […]: […] months Section […]: […] months from the date of practical completion of each Section
2.34.3	Contractor's Designed Portion: Limit of Contractor's liability for loss of use etc. (if any)	[Insert any agreed cap]
2.39	Third Party Agreements	[Identify documents]
4.3 and 4.9	Fluctuation Provision	No Fluctuation Provision applies
4.7	Advance payment (*Not applicable where the Employer is a Local or Public Authority*)	Clause 4.7 [applies] [does not apply] If applicable: the advance payment will be £[ ] / [ ] per cent of the Contract Sum and will be paid to the Contractor on [ ]; it will be reimbursed to the Employer in the following amount(s) and at the following time(s): [ ]
4.7	Advance Payment Bond (*Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)*	An advance payment bond [is] [is not required]

4.8.1	Interim Payments – Interim Valuation Dates (*The dates apply for Alternative; if no dates is stated, the first Interim Valuation Date is one month after the Date of Possession.)*	The first Interim Valuation Date is [.....] and thereafter the same date in each month or the nearest Business Day in that month
4.9.1	Interim payments – percentages of value	
	Where the Works, or those in a Section or Relevant Part have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is:	95 per cent
	Where the Works, or those works in a Section or Relevant Part, have achieved practical completion, the percentage in respect of the completed work is	97.5 per cent
4.10.4	Listed Items - uniquely identified (*Delete the entry if no bond is required*)	A bond is not required] [For uniquely identified Listed Items a bond in respect of payment for such items is required for £ [insert]]
4.10.5	Listed Items - not uniquely identified (*Delete the entry if clause 4.15.5 does not apply.)*	[A bond is not required] [For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for £ [insert]]
6.4.1.	Contractor's Public Liability insurance: injury to persons or property - the required level of cover is not less than	[£] for any one occurrence or series of occurrences arising out of one event

6.5.1	Insurance - liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £[insert]
6.7 and Schedule 1	Works insurance - Insurance Options applicable	Schedule 3: • Insurance Option A applies/ • Insurance Option B applies/ • Insurance Option C applies
	Percentage to cover professional fees (*If no other percentage is stated, it shall be 15 per cent.)*	[15] per cent
	Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is (*as supplied by the Contactor*)	[insert date]
	Where Insurance Option C applies, paragraph C.1 (*Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).*)	[applies]/ [is replaced by the provisions of the following document(s)] (the 'C.1 Replacement Schedule')
6.10 and Schedule 1	Terrorism Cover – details of the required cover (*Unless otherwise stated, Pool Re Cover is required.)*	are set out in the following document(s) [insert reference]
6.15	Joint Fire Code	The Joint Fire Code [applies] [does not apply]
	If the Joint Fire Code applies, state whether the insurer Insurance Option A, B or C (paragraph C.2) has specified that the Works are a Large Project':	[Yes] [No]

6.18	Joint Fire Code - amendments/ revisions	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor
6.19	Contractor's Designed Portion (CDP) Professional Indemnity Insurance	
	Level of cover	£[insert amount] any one claim or series of claims arising out of one event
	Expiry of required period of CDP Professional indemnity insurance is:	12 years
7.2.1	Performance bond or guarantee from bank or other approved surety (*If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.*)	*[is required]/[is not required]
	The required form of the bond or guarantee is set out in	[Appendix 1 of the Schedule of Amendments]
	Initial value	[x] per cent of the Contract Sum
	Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be (*If no entry is selected, the date shall be the date of practical completion of the Works*.)	[the date of practical completion of the Works]/ [2 weeks after the date of expiry of the Rectification Period for the Works]/ [the date for issue of the Notice of Completion of Making Good for the Works]
	Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is (*If no other percentage is stated, it shall be 50 per cent*.)	[……] per cent
7.2.2	Guarantee from the Contractor's parent company	*[is required]/[is not required]
	Parent company's name and registration number	[insert details]
	The required form of the guarantee	

	is set out in	[Appendix 2 of the Schedule of Amendments]

7.3	Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor, sub-contractors and sub-consultants of rights in respect of the Works by third party rights or collateral warranties ('**Rights Particulars**') are as follows:	The Contractor shall be required to grant third party rights under Appendix 3 of this Contract to any Stakeholder as the Employer may direct. The Contractor shall be required to procure collateral warranties from any Sub-Contractor in favour of any Beneficiary in the form set out in Appendix 4 of this Contract
8.9.2	Period of suspension	[3] months
8.11.1.1 to 8.11.1.5	Period of suspension	[3] months
9.2.1	Adjudication	The Adjudicator is [ ]
	Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) *(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication).*	The Royal Institution of Chartered Surveyors
9.4.1	Arbitration – appointor of Arbitrator (and of any replacement) *(If no appointor is selected, the appointor shall be the President or Vice-President of the Royal Institute of British Architects).*	Not applicable

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

[ ]

EXECUTED as a **DEED** by)
[EMPLOYER])
)
acting by)
, a director)

in the presence of

Witness

Signature: .....

Name: .....

Address: .....

.....

.....

Occupation: .....

EXECUTED as a **DEED** by)
[CONTRACTOR])
)
acting by)
, a director)

in the presence of

Witness

Signature: .....

Name: .....

Address: .....

.....

.....

Occupation: .....

Appendix 1

Schedule of Amendments

Section 1 **Definitions and Interpretation**

Clause 1.1 Add/Amend the following definitions as indicated below:

Additional Client: as defined in the Framework Agreement.

Agreement: after 'Articles of Agreement' in line 1 insert '(including the Appendices)'

Associated Person: a person (including an employee, agent or subsidiary) who performs services for or on the Contractor's behalf.

Beneficiary: means any Stakeholder and/or Interested Party.

Certification of Making Good Defects: see clause 2.31

Conditions: after 'these Conditions' insert '(as amended by the Appendix 1 – Schedule of Amendments)'

Consents: the planning permissions referred to in the Employer's Requirements or any other planning permissions relating to the Works, approval of reserved matters and all details pursuant thereto, building regulation approval, fire officer approval and any other permissions, approvals, certificates and licences that may be necessary pursuant to the Statutory Requirements or otherwise to the carrying out of the Works and if they are destroyed or damaged, the reinstatement of the Works.

Construction Phase: the period between the issue of the Instruction to Proceed and the issue of the Certificate of Making Good Defects.

Contractor's Design Documents: all drawings plans models specifications reports calculations charts diagrams sketches (including without limitation any such items retained on or in any computer software or other electronic medium) and other works prepared conceived or developed by or on behalf of the Contractor (including by any of the Sub-Contractors) in the course of or as a result of carrying out the Works whether in existence or to be made or produced and including all amendments additions and all designs ideas concepts and inventions contained in them, and includes any health & safety related documents prepared by the Contractor whether as the Principal Designer or otherwise.

Deleterious Materials: any products or materials which:

1. do not conform with British Standards (where appropriate) or Codes of Practice (or where no such standard exists do not conform with a British Board of Agrément Certificate); and/or

2. are generally known in the construction industry to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of buildings or structures; and/or

3. do not comply with the guidance set out in the 'Good Practice in the Selection of Construction Materials 2011' published by the British Council for Offices; and/or

4. are specifically prohibited by this Contract.

Dispute Board: as defined in the Framework Agreement

***[Interface Dispute**: where the Contractor and an Other Contractor are operating on the Site concurrently at any given time and there arises a circumstance/circumstances where the Contractor and/or the Other Contractor (or any sub-contractors appointed by either of them) has suffered or claims to have suffered delay, disruption, loss or damage as a direct or indirect result of:*

(i) any breach by the other contractor of its obligations under Appendix 6; or

(ii) any breach by the other contractor of its like obligations pursuant to its contract with the Employer in respect of the overall project.]

Group Company: any subsidiary or holding company of the Employer or another subsidiary or holding company of such company as subsidiary and holding company are defined in section 1159 Companies Act 2006.

Instruction to Proceed: see Article 14.8

Other Contractor: any other contractor appointed by the Employer from time to time to carry out works in connection with component elements and/or facilities at the Site.

Pre-Construction Phase: the period between the date of this Contract and the issue of the Instruction to Proceed.

Pre-Construction Services: the agreed services and other activities to be undertaken by or procured by the Contractor, as more particularly set out in Articles 14, 15 and 16 and Appendix 6, on or off Site prior to the commencement of the Works.

Pre-Construction Services Fee: see Article 2.

Professional Team: the professional consultants engaged by the Employer from time to time in connection with the Works and notified in writing to the Contractor.

Required Standard: all the reasonable skill, care and diligence to be expected of a properly qualified and competent architect or other professional designer of the relevant discipline experienced in the design of works of a similar size, scope, value, purpose and complexity as the Works.

Site: the site at [ ].

Stakeholder: as defined in the Framework Agreement.

Statutory Agreements: an agreement pursuant to section 38 and/or 278 Highways Act 1980 and/or an agreement pursuant to section 104 Water Industry Act 1991 and/or an agreement pursuant to section 106 Town and Country Planning Act 1990 and/or section III Local Government Act 1972.

Sub-Contractors: those sub-contractors/sub-consultants with material design responsibility engaged or to be engaged (including any replacements) in respect of the Works, and reference to a 'Sub-Contractor' means any one of them.

Targets: as defined in the Framework Agreement.

Third Party Agreements: any and all agreements relating to or affecting the Works or the completed Works (including the execution of the Works and their design) or any part of the Works which have been entered into by the Employer and/or any Group Company before the date of this Contract and disclosed to the Contractor on or before the date of this Contract including any agreements referred to as such in the Employer's Requirements and any agreements for lease or such other agreements entered into pursuant to clause 2.39.3.

Works: at the end of the definition insert: "and for the avoidance of doubt including the Pre-Construction Services and including any design adopted by the Contractor or prepared by or on behalf of the Contractor for the CDP Works"

Clause 1.4 At the end of clause 1.4.5 delete 'and'.

At the end of clause 1.4.6 delete '.' and insert '; and'

Add a new clause 1.4.7:

'references to 'include(s)', 'in particular' or 'including' shall be deemed to have the words 'without limitation' following them.'

Clause 1.6 Delete clause 1.6 and replace with:

'Other than any rights as take effect pursuant to section 7 of these Conditions, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.'

Clause 1.9 Delete the words in clause 1.9.1.1 and insert: 'Not used'.

Clause 1.10 Delete 'Save as stated in clause 1.9, no' and replace with 'No'.

Clause 1.12 At the end of the clause add:

'and the courts of England shall have exclusive jurisdiction (including in relation to non-contractual claims) save for the enforcement of any judgment or award of the English courts in another jurisdiction.'

Clause 1.13 Insert the following new clause 1.13:

'Liability period

Neither Party shall commence any action or proceedings against the other under this Contract after 12 years from the date of practical completion of the Works and any

[3] Insert description of Sub-Structure Works and any other 'risk' items in relation to which the price needs to be worked up.

adjudicator's decision under clause 9.2, other than a decision that has already become finally binding under clause 1.8, shall be finally binding on them unless either Party has referred that dispute for final determination by arbitration or legal proceedings, or has commenced any action or proceedings to recover any overpayment to which the decision has led, before that date. '

Clause 1.14 Insert the following new clause 1.14:

'**Entire Agreement**

This Contract is the entire agreement between the Parties and supersedes and replaces any previous arrangements, understandings and/or agreements between the Parties in respect of its subject matter. In entering into this Contract, the Contractor confirms it has placed no reliance upon any statement, representation or warranty made or given by the Employer which is not set out in this Contract.'

Clause 1.15 Insert the following new clause 1.15:

'**Severability**

If any provision of this Contract is held to be invalid, unlawful or unenforceable to any extent such provision shall not affect the validity, legality or enforceability of the remaining parts of this Contract.'

Clause 1.16 Insert the following new clause 1.16:

'**Waiver**

Failure by the Employer to enforce any provision of this Contract shall not be construed as a waiver of any such provision and does not affect the validity of the whole or any part of the this Contract or create any estoppel or in any other way affect the right of the Employer to enforce any provision in accordance with its terms.'

Clause 1.17 Insert the following new clause 1.17:

'**Approvals**

Notwithstanding any other provision of this Contract, the term 'approval', when used in the context of any approval to be given by the Employer or the Employer's Agent, shall mean 'acceptance of general principles only', and no such approval or any consent given by the Employer or the Employer's Agent nor any inspection of, or failure to inspect, the Works shall diminish or relieve the Contractor from any of his obligations or liabilities under this Contract.'

Clause 1.18 Insert the following new clause 1.18:

'All references to arbitration, fluctuations and fluctuation provisions in this Contract (including the relevant definitions in clause 1.1) shall be deemed to be deleted.'

Section 2 Carrying out the Works

Clause 2.1 In line 1 after 'workmanlike manner' insert: ', in accordance with good building practice'

In line 3 after: 'for that purpose shall' insert: 'carry out and'

Clause 2.1.1 In line 1 insert 'carry out and' before 'comply'

Clause 2.1.4 Insert new clause 2.1.4:

'The Contractor shall be responsible for obtaining any statutory consents to enable the Works to be completed where as stated in the Employer's Requirements'

Clause 2.2.1 Delete clause 2.2.1 and insert:

'All materials, goods and workmanship used in the execution of the Works shall be of such kinds and of such quality as are necessary to enable the Contractor to comply with his obligations under this Contract. The Contractor shall not make any substitution for any materials goods or workmanship specified or described in the Employer's Requirements or (if not specified or described in the Employer's Requirements) as set out in the Contractor's Proposals or in the specifications without the prior consent (not to be unreasonably withheld or delayed) in writing of the Employer.'

Clause 2.2.3 Insert new clause 2.2.3 as follows:

'2.2.3.1 The Contractor warrants that it has not used and shall not use and has exercised and shall continue to exercise all reasonable skill care and diligence to ensure that it has not and shall not specify authorise cause or allow to be used in the Works any Deleterious Materials.

2.2.3.2 The Contractor will immediately notify the Employer if it becomes aware of any proposed or actual specification and/or use in the Works of any products and/or materials which do not comply with clause 2.2.3.1.'

Clause 2.4 In line 1 insert 'non-exclusive' before 'possession'.

Clause 2.7.1 After 'execution of such work' insert:

'and for the avoidance of doubt, the Contractor acknowledges that the management of the carrying out of such work by the Employer or the Employer's Persons has been allowed for in the Contract Sum and the Contractor's programme for completing the Works and shall not constitute a Relevant Event or a Relevant Matter.'

Clause 2.8.1 Delete clause 2.8.1 and insert:

'The Contract Documents shall be prepared in duplicate and once completed one set shall remain in the custody of the Employer and the other set shall be returned to the Contractor.'

Clause 2.8.2.1 Delete and mark ‘’Not used'

Clause 2.9	Delete clause 2.9 and insert: 'The Contractor shall be deemed to have satisfied itself as to the extent of the boundaries comprising the site of the Works and notwithstanding any other provision of this Contract no matter arising from the extent of the boundaries of the site of the Works shall give rise to any adjustment of the Contract Sum or any extension of time (whether under clause 2.19 or otherwise) or to any entitlement on the part of the Contractor to loss and expense (whether under clause 4.15 or otherwise) or to any entitlement on the part of the Contractor to determine his employment under this Contract (whether under clauses 8.9 to 8.12 or otherwise).'
Clause 2.10.1	Delete and mark 'Not used'
Clause 2.11.1	In line 1 delete "Where not included in the Information Release Schedule the" and replace with "The"
Clause 2.11.2	Delete and replace with "Such further drawings, details and instructions shall be provided on a date which having regard to the date of practical completion is neither unreasonably distant from nor unreasonably close to the date on which it is necessary for the Contractor to receive the same
Clause 2.19.4.1	In line 1 after "prevent" add "and mitigate the effects of any".
Clause 2.19.6	Insert new clause 2.19.6: as follows: "Save in respect to Specified Perils no adjustment shall be made to the Completion Date to the extent that any Relevant Event is consequent upon or made necessary as a result of any act, omission, negligence, default or breach of contract by the Contractor his servants or agents, or any sub-contractor or supplier or their respective servants or agents."
Clause 2.20.1	Insert at the end of this clause: '(except to the extent that the Contractor has planned, programmed and priced work for the same)'.
Clause 2.20.2.2	Delete and mark 'Not used'
Clause 2.20.2.3	Insert at the end of the clause: 'or unless the opening up for such inspection or test was reasonably required by reason of any similar, equivalent or associated work materials or goods having been shown by a previous inspection or test not to be in accordance with this Contract'
Clause 2.20.7	At the end of the clause before the semi-colon insert: 'provided that the Contractor has given reasonable notice to the Statutory Undertaker of the dates on which the work it is to undertake is required to start and be completed and has used all reasonable endeavours to secure the agreement of the Statutory Undertaker to such dates'.
Clause 2.20.8	Delete the words in clause 2.20.8 and insert: 'where the Met office records in the area nearest the Site indicate weather conditions that are exceptionally adverse for that time of year;'
Clause 2.20.11	At the end of the clause before the semi-colon insert: 'provided that such strike, lockout or local combination of workmen is of a national or regional nature, does not affect the site of the Works alone and is not restricted to the employees of the Contractor or any Sub-Contractor'.
Clause 2.20.12	In line 2 before ';' insert 'which the Contractor could not have reasonably foreseen at the Base Date'

Clause 2.21 Delete clause 2.21 and replace with the following:

Clause 2.21.1 "When the Contractor believes practical completion has been achieved or the Works are approaching practical completion (or where applicable a relevant Section has achieved practical completion or is approaching practical completion) it shall give the Architect/Contract Administrator at least 5 Business Days' notice of same whereupon the Architect/Contract Administrator shall set a date for the inspection of the Works (or applicable Section) by the Employer, the Architect/Contract Administrator and such other representatives of the Third Parties as the Employer shall require"

Clause 2.21.2 "If following inspection the Architect/Contract Administrator (having due regard to the opinion of the Employer and applicable representatives of the Funder if applicable) is of the opinion that the Works have achieved practical completion (or where applicable a relevant Section achieved practical completion) and that the Contractor has complied with clause 2.32 and required documents and Operating Manuals pursuant to clause 2.21A then the Architect/Contract Administrator shall in the case of the Works issue a statement to that effect ("the Practical Completion Certificate") or in the case of a Section he shall issue a certificate of practical completion of that Section (a "Section Completion Certificate") and practical completion of the Works or the Section shall be deemed for all the purposes of this Contract to have taken place on the date stated in that certificate."

Clause 2.21.A Other Documents and Operating Manuals

The Contractor shall at practical completion provide draft copies of the following documentation and as soon as reasonably practicable and in any event no later than 15 Business Days after practical completion of the Works supply the Employer with final versions of the following:

(i) three complete reproducible sets of the final "as-built" scale drawings of the Works together with one electronic copy;

(ii) a schedule listing the names and addresses of all sub-contractors and suppliers who have been involved in, or concerned with, the Works;

(iii) three complete bound sets of operating and maintenance manuals (including test certificates and commissioning reports) for any plant, apparatus and equipment comprised in the Works;

(iv) copies of all warranties and product guarantees given by manufacturers and suppliers in respect of any plant and machinery comprised in the Works; and

(v) two copies and one electronic copy of the Health and Safety File in respect of the Works; and

(vi) all such other documents, materials or items specified in the Bills of Quantities/Specification/Work Schedules and/or Employer's Requirements

Clause 2.26 At the end of the clause add:

'provided that the Rectification Period for the Relevant Part shall be deemed to be extended and shall run until the issue by the Employer of the Certificate of Making Good Defects in respect of the whole of the Works'.

Clause 2.30 Line 3, add the words "or design (insofar as the Contractor is responsible for such design under this Contract)" after the word "workmanship". In line 4 after "by the Contractor" insert "within the period specified in such schedule or instructions".

Clause 2.30A If, within the relevant Rectification Period, the Works or any Section fail any specialist tests undertaken by a specialist testing consultant appointed by the Employer and such failure is due to any failure of the Contractor to comply with his obligations under this Contract, the cost of any necessary specialist re-testing shall be the responsibility of the Contractor.

Clause 2.32 Renumber Clause 2.32 as 2.32.1 and insert new clause 2.32.2 as follows:

"If at any time within the Rectification Period errors are discovered in the drawings and information supplied by the Contractor under Clause 2.32.1, or if as a result of any adjustment or remedial work carried out by the Contractor under Clauses 2.30 such drawings and information no longer accurately show or describe the Contractor's Designed Portion as built, the Contractor shall as soon as reasonably practicable amend such drawings and information at no cost to the Employer so that they comply fully with Clause 2.32.1"

Clause 2.33.1 Delete 'Subject to all sums due and payable under this Contract to the Contractor having been paid, the' and insert 'The'.

After 'irrevocable,' in line 2 insert 'assignable, and perpetual'

After 'Employer to' in line 6 insert 'grant sub-licences and shall be transferrable and it shall enable the Employer to'.

Clause 2.33.4 Insert the following new clause:

'The Contractor warrants that the use of the Contractor's Design Documents in connection with the Works will not infringe the rights of any third party. The Contractor shall indemnify the Employer against any costs, damages and expense by reason of any such infringement.'

Clause 2.33.5 Insert the following new clause:

'The Contractor irrevocably waives with immediate effect any rights he may have under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988.'

Clause 2.33.6 Insert the following new clause:

'Without affecting any other obligations of the Contractor in respect of the provision of copies of the Contractor's Design Documents the Contractor shall supply to the Employer within 5 Business Days of its request further copies of the Contractor's Design Documents upon payment of the Contractor's reasonable copying charges.'

Clause 2.34.1 Delete Clause 2.34.1 and insert a new clause as follows:

"2.34.1 Insofar as the design of the Contractor's Designed Portion is comprised in the Employer's Requirements, the Contractor's Proposals and in what the Contractor is to complete in accordance with the Employer's Requirements and this Contract (including any design which the Contractor is to carry out as a result of a Variation) ("the Contractor's Design"), the Contractor warrants and undertakes to the Employer that:

2.34.1.1 the design will be fully in accordance with this Contract; and

2.34.1.2 it has exercised and will continue to exercise in relation to the design all reasonable skill and care to be expected of a properly qualified and competent professional designer in each of the disciplines required for the Contractor's Design with experience in preparing such design in relation to works of a similar size, complexity

as the Works."

Clause 2.35 Add a new clause 2.35 as follows:

'Third Party Agreements

2.35.1 The Contractor is deemed to have read the Third Party Agreements or relevant extracts provided to the Contractor, and is fully aware of the obligations, risks and liabilities assumed by the Employer under them.

2.35.2 The Contractor shall perform and assume, as part of its obligations under this Contract, the Employer's obligations, liabilities and risks contained within the Third Party Agreements that relate to the carrying out of the Works as if they were expressly referred to in this Contract as obligations, liabilities and risks of the Contractor. The Contractor shall further, perform its obligations in accordance with the requirements of this Contract so that no act or omission by the Contractor or any of the Contractor's Persons or any of its sub-contractors and sub-consultants in relation thereto shall (save as expressly instructed by the Employer) constitute, cause or contribute to any breach by the Employer of any of its respective obligations under the Third Party Agreements.'

Clause 2.36 Insert a new clause 2.36 as follows:

'**Nuisance**

Without prejudice to the generality of clause 6.2 the Contractor shall at all times prevent any public or private nuisance (including any nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works or of any obligation pursuant to clause 2.30. The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim and/or proceedings whatsoever and howsoever resulting from any such nuisance or interference, save only where such nuisance or interference is the consequence of a Variation or instruction of the Contract Administrator (which is not itself in any way consequent upon or necessitated by any negligence, error, omission, default, breach of contract or breach of statutory duty of the Contractor, or the Contractor's Persons) and which could not have been avoided by the Contractor using all reasonable and practical means.'

Clause 2.37 Insert new clause 2.37 as follows:

'In order to avoid or reduce the occurrence of any delay or disruption to the progress of the Works or the design of the CDP Works, the Contractor shall liaise with the Employer and/or the Contract Administrator throughout the Contractor's performance of its obligations under this Contract and at all times use all reasonable endeavours to give the Employer and/or the Contract Administrator early warning of the anticipated occurrence of Relevant Events or Relevant Matters which an experienced contractor, acting competently and diligently, could have foreseen.'

Clause 2.38 Insert new clause 2.38 as follows:

'Without prejudice to the Contractor's obligations under clause 2.36 if the carrying out of the Works or of any obligation pursuant to clause 2.30 is likely to necessitate any interference with the rights of adjoining or neighbouring landowners tenants or occupiers then the Contractor shall notify the Employer that such is the case. The Contractor shall at all times with the prior approval of the Employer, and shall without

cost to the Employer obtain the prior written agreement of such landowner tenants and/or occupiers and such agreement shall be subject to the final approval of the Employer before execution. The Contractor shall notify the Employer prior to communicating and/or liaising with neighbouring landowners tenants or occupiers at all times. The Contractor shall comply in every respect with any conditions contained in such agreement.'

Clause 2.39 Insert new clause 2.39 as follows:

Without prejudice to the obligations of the Contractor under clause 2.36 and 2.38, the Contractor shall at all times ensure that there is no trespass by the Contractor, its servants, agents, sub-contractors, design consultants or suppliers (including without limitation the over sailing of tower crane jibs) on or over any adjoining or neighbouring property arising out of, or in the course of, or caused by the carrying out of the Works

and shall take all reasonable safety and other measures to prevent damage or injury to any persons (including but without limitation) the occupiers of adjoining or neighbouring property and members of the public.'

Clause 2.40 Insert new clause 2.40 as follows:

'The Contractor shall not have or make any claim whether in contract or by way of negligent or innocent misrepresentation or otherwise, in respect of information provided or statements made by or on behalf of the Employer in respect of such risks contingencies or circumstances relating to the Site provided that nothing in this clause shall operate to exclude or limit liability for fraud.'

Clause 2.41 Insert new clause 2.41

'The risk of encountering adverse physical conditions and artificial obstructions during the course of execution of the Works shall be borne by the Contractor and the Contractor shall use his best endeavours to adjust the order and sequence in which he proposes to execute the Works in such a manner as to minimise the effects of delay in, or if possible to avoid altogether any delay in, the progress by the Contractor of the Works. If the Contractor shall have demonstrated to the reasonable satisfaction of the Employer that he has used his best endeavours and delay cannot be avoided by the Contractor the Contractor shall be entitled to make a claim for extension of time under Clause 2.19 but shall not be entitled to claim additional payment or any additional cost incurred.'

Clause 2.42 Insert new clause 2.42:

'Subject to Clause 2.41, the Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before the date of this Contract or commencing the Works (whichever is the earlier) as to the nature of the ground, the sub-surface conditions and sub-soil, the form and nature of the Site, the extent, nature and difficulty of the work and materials necessary for the completion of the Works, the means of communication with and restrictions of access to the Site, the accommodation he may require, and in general to have obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting the Works. The Contractor shall not be entitled to any extension of time or to any additional payment on grounds of any misunderstanding or misinterpretation of any such matter, nor shall the Contractor be released from any of the risks accepted or obligations undertaken by him under this Contract on the ground that he did not or could not have foreseen any matter which might affect for have affected the execution of the Works.'

Clause 2.43 Insert new clause 2.43:

'Without limitation to Clause 2.42, in the inspection of the Site the Contractor will be deemed to have determined the position of any obstructions and all underground and over-ground services and drainage and the Contract Sum shall be deemed to be inclusive of all costs which may be incurred in carrying out any diversions of the underground and over-ground services and/or drainage and the costs of the Contractor's operations in the vicinity of any such services (unless otherwise provided for in the Employer's Requirements). Liaison with and obtaining the agreement of any public or Statutory Authority in this respect is the sole responsibility of the Contractor (unless otherwise provided for in the Employer's Requirements).'

Clause 2.44 Insert new clause 2.44 as follows:

'2.44.1 Without prejudice to the requirements of clauses 2.41 to 2.43 inclusive, the Employer gives no warranty or representation as to:

2.44.1.1 subject always to clause 2.40, the condition of the Site or any adjoining property or any services in or under the Site; or

2.44.1.2 the accuracy or sufficiency of any surveys, tests or investigations and/or any soils or survey data contained in any document made available to the Contractor by the Employer or on the Employer's behalf or any recommendations or conclusions made or reached in any such document.

2.44.2 The Contractor shall ensure that all necessary tests, surveys and investigations are carried out and that the design takes their requirements into account.'

Section 3 Control of the Works

Clause 3.4.1 Delete second sentence

Clause 3.6 In line 2 after 'JCT Intermediate Building Sub-Contract' insert:

'or such other form of sub-contract approved by the Employer and the Contractor shall provide a copy of that different form of sub-contract to the Employer'.

Clause 3.6.1 Insert after “shall” at line 1 the words “subject to the Employer’s rights of step in under its Sub-contractor Collateral Warranties and/or Employer Rights where applicable”

Clause 3.6.2.5.2 Insert at the end of this sub-clause the words “and include a provision that it shall be a condition precedent for payment under the sub-contract that such collateral warranties are so provided”

Clause 3.6.2.6 Insert new sub-clause 3.6.2.6 as follows: “provisions that permit the assignment of the sub-contract to the Employer at no additional cost to the Employer; and”

Clause 3.6.2.7 Insert new sub-clause 3.6.2.7 as follows: “for appropriate provisions relating to either professional indemnity insurance or product liability insurance at levels and as approved by the Employer such approval not to be unreasonably withheld or delayed.”

Clause 3.7 Delete

Clause 3.8.1 Delete and mark “Not used”

Clause 3.9 In line 5 delete 'and an appropriate deduction shall be made from the Contract Sum' and insert: 'which amount may be deducted by him from any sums due or to become due to the Contractor under this Contract or may be recoverable from the Contractor by the Employer as a debt'

Clause 3.11.2 Delete the words in this clause and insert: 'Not used'.

Clause 3.11.4 Insert at the end of Clause 3.11.4 the following: “provided that the Contractor shall not be entitled to claim an extension of time or any addition to the Contract Sum by reason of any sanction given by the Architect/Contract Administrator pursuant to this clause unless the Contractor shall have requested such sanction from the Architect/Contract Administrator in writing within 14 Business Days after the commencement of the relevant works. For the avoidance of doubt, approval or sanctioning of drawings, specification or other details prepared or provided by or on behalf of the Contractor shall not constitute an acceptance by the Architect/Contract Administrator of any alterations or modifications incorporated therein as Variations and only alterations or modifications specifically instructed by the Architect/Contractor/Administrator as Variations in accordance with this clause 3.11 shall constitute Variations for the purpose of this Contract".

Clause 3.13 At the end insert “and such instruction may be for the omission of the Provisional Sum in question”.

[Clause 3.19 Insert new clause 3.19:

'**Interface**

Where the programme for the Works requires the Contractor and an Other Contractor to be on the site of the Works concurrently at any given time, the Contractor undertakes to the Employer that it shall co-operate and liaise with the Other Contractor in respect of the Works and the project as a whole and the Contractor shall comply with all of its requirements in Appendix 6 of this Contract.']

Section 4 Payment

Clause 4.1A Add new clause 4.1A to read “All references to Fluctuations Provisions shall be deemed to be deleted”.

Clause 4.3.2 Delete the words in this clause and insert: 'Not used.'

Clause 4.3.4 Delete “and the value of any work for which an Approximate Quantity is included in the Contract Documents”.

Clause 4.4 Delete and mark ‘Not used’

Clause 4.5 Insert new clause 4.5.3 as follows:

“The parties agree that the Employer is the “End User” of the Works for the purposes of The Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) order 2019. This is in respect of the reverse charge for building and construction services.”

Clause 4.9.1.2 In the second line after "casualties", insert “and upon the Contractor providing the Architect/Contract Administrator with reasonable proof that the property in such materials or goods is vested in him and that no Sub-Contractor or supplier has validly retained title to the same”.

Clause 4.10.2 Delete 'reasonable' in line 1.

Clause 4.10.2.1 Delete 'and'

Clause 4.10.2.2 At the end of the clause add '; and'

Clause 4.10.2.3 Add a new clause 4.15.2.3:

'such Listed Items are complete and ready for incorporation in the Works'.

Clause 4.12.1	In line 2 delete '14 days' and insert: '28 days' Insert at the end of this clause: 'or the receipt by the Employer of a VAT invoice from the Contractor, whichever shall be the later'
Clause 4.12.6	At the end of the clause insert 'The Contractor confirms that the interest paid pursuant to this clause is a substantial remedy for late payment in compliance with section 9 The Late Payment of Commercial Debts (Interest) Act 1998.'
Clause 4.13.3	Delete the words in clause 4.10.4 and substitute the following: 'Any right of the Employer to deduct or set off any amount (whether arising under any provision of this Contract or under any rule of law or equity) shall be exercisable against any monies due or to become due to the Contractor, whether or not such monies include or consist of any Retention.'
Clause 4.14.1	In line 5 before: 'his obligations' insert: 'any or all of'
Clause 4.14.3	Delete 'or on request' in line 2.
Clause 4.15.1	In line 1 delete 'If' and insert: 'Subject to clause 4.15.4 and clause 2.37, if'. At the end of the last sentence in the clause insert: 'provided that he has made all reasonable and proper efforts to avoid or reduce such loss and expense'
Clause 4.15.3	Insert new clause 4.19.3: 'Any direct loss and/or expense resulting from any delay in the regular progress of the Works or any part of the Works where such delay is caused by a matter or matters referred to in clause 4.15 which is concurrent with another delay for which the Contractor is responsible shall not be taken into account.'
Clause 4.15.4	Insert new clause 4.15.4: 'Notwithstanding any other provision of this clause 4.15 and clause 4.17, the Contractor shall not become entitled to the addition of any amount to the Contract Sum or to any other payment (other than any amount which is recovered by the Employer under any policy of insurance maintained in accordance with this Contract) in respect of any costs, loss or expense incurred in any way by any negligence, error, omission, default, breach of contract or breach of statutory duty of the Contractor, or the Contractor's Persons or of any of their employees or agents.'
Clause 4.16.1	Insert at the end of this clause '(except to the extent that the Contractor has planned, programmed and priced work for the same)'.
Clause 4.17.2.2	Delete and mark ‘Not used’
Clause 4.17.2.3	In line 2 after 'or test' insert 'or series of inspections or tests' At the end of clause before ';' insert 'or unless the inspection or test was reasonably required as a result of a previous inspection or test or series thereof'
Clause 4.17.3	Delete the words in this clause and insert: 'Not used'.
Clause 4.17.4	Insert at the end of this clause “other than the CDP Documents for which the Contractor is wholly responsible

Clause 4.19 Delete and replace with the following:

"Reimbursement of the Contractor for loss and/or expense under clauses 4.15 to 4.18 inclusive shall be full compensation for the Contractor in respect of the Relevant Matters and the Employer shall have no further liability to the Contractor in respect of such matters.

Section 5 Variations

Clause 5.5 Insert at the end of this clause:

'provided always that the substantial change in the conditions does not arise by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons'

Clause 5.8 Insert new clause 5.8:

'The Contractor agrees that the fixed price included in the Contract Sum for preliminaries and for special and general attendances shall not be subject to adjustment (and no claim on account thereof shall be made against the Employer whether under this Contract or otherwise) following an instruction to expend a

Provisional Sum, except where the Provisional Sum in question is omitted in whole or in part or there is a material alteration to the overall nature and/or scope of the Works.'

Clause 5.9 Insert new clause 5.9:

'The Contractor shall not be entitled to claim any extra payment from the Employer (including loss and/or expense under clause 4.15) where and to the extent that the circumstances giving rise to a Variation or the expenditure of a Provisional Sum shall be on account of any circumstance arising by reason of any error, omission, negligence breach of contract breach of statutory duty or default of the Contractor or the Contractor's Persons.'

Clause 5.10 Insert new clause 5.10:

'Subject to clause 5.8, valuations of additional or substituted work shall not change the amount included in the Contract Sum under the heading Preliminaries unless it can be shown that the change directly affects the assumptions made or which ought reasonably to have been made by the Contractor in preparing his tender.'

Clause 5.11 Insert new clause 5.11:

'The allowance for profit and overheads within the CDP Analysis shall be adjusted pro rata to the value of any additional or substituted work.'

Section 6 Injury to Persons and Property

Clause 6.1 After 'Works' in line 3 insert:

'or any obligation pursuant to clause 2.30 or out of the presence on site of any person or persons for any other reason'

Clause 6.2 After 'Works' in line 4 insert:

'or any obligation pursuant to clause 2.30'

In line 5 delete 'or any Contractor's Person' and insert: 'or out of the presence on site of any person or persons for any reason whatsoever'

Clause 6.4.1 After 'effect and maintain insurance' insert:

'(with reputable insurers based in the UK and approved by the Employer (such approval not to be unreasonably withheld or delayed) and with the name of the Employer shown as an additional insured)'.

Clause 6.4.1.2 After 'clause 6.4.1' in line 5 insert 'and unlimited for the number of occurrences during the period of insurance.'

Clause 6.4.3 Insert new clause 6.4.3:

'The Contractor shall not do or permit or suffer to be done upon the Site or any part of the Site any act or thing which may vitiate any policy or policies of insurance effected by the Contractor or (insofar as they have been notified to the Contractor) any policy or policies of insurance effected by the Contractor or (insofar as they have been notified to the Contractor) any policy or policies of insurance effected by the Employer.'

Clause 6.4.4 Insert new clause 6.4.4:

'The Contractor shall not permit any variation of insurance cover effected pursuant to clause 6.4.1 without the prior written approval of the Employer and shall immediately notify the Employer of any endorsements or other amendments to the relevant policies received from the insurers.'

Clause 6.7.1 Insert at the end of the clause: 'Option A, B or C whichever is applicable shall not affect the responsibility of the Contractor under this Contract for any loss or damage not covered by any Joint Names Policy.'

Clause 6.19 Delete clause 6.19 and insert:

6.19.1 The Contractor shall effect and maintain professional indemnity insurance in the sum and on the basis set out in the Contract Particulars without unusual or onerous conditions or excesses with reputable insurers carrying on business in the UK.

6.19.2 The Contractor undertakes to provide to the Employer on demand from time to time such evidence as the Employer may reasonably require to satisfy himself that the insurance required by clause 6.19.1 is being maintained.

6.19.3 The Contractor shall inform the Employer if the insurance required by clause 6.19.1 is not maintained or renewed or for any reason becomes void or unenforceable or ceases to be available at commercially reasonable rates and terms and shall agree with the Employer the best means of protecting the Contractor and the Employer's respective interests and carry out such actions as shall be necessary to implement any agreed actions.

6.19.4 The Contractor shall not, without first notifying the Employer:

.1 settle or compromise any claim with the insurer that relates to a claim by the Employer against the Contractor; or

.2 by any act or omission lose or affect the Contractor's right to make, or

proceed with, that claim against the insurers.

6.19.5 The above obligations shall continue notwithstanding termination of this Contract or determination of the Contractor's employment under this Contract in either case for any reason whatsoever.'

Clause 6.20 Delete the words in this clause and insert: 'Not used.'

Clause 6.20A Insert new clause 6.20A:

Sub-Contractors' professional indemnity insurance

'The Contractor shall procure that the Sub-Contractors shall maintain professional indemnity insurance in accordance with the required form of sub-contractors deeds of collateral warranties approved by the Employer, or at such levels as approved by the Employer in advance. Within 10 Business Days of the date of this Contract (or, if later, within 10 Business Days of the appointment of the relevant Sub-Contractor), the Contractor shall procure and shall send to the Employer evidence that the relevant Sub-Contractor insurance referred to in this clause is in force, including, if required by the Employer, an original letter from the relevant Sub-Contractor's insurers or brokers confirming:

.1 the Sub-Contractor's then current insurance, as referred to in this clause; and

.2 that the premiums for that insurance have been paid in full at the date of that letter.'

Section 7 Assignment, Performance Bonds and Guarantees and Collateral Warranties

Clause 7.1 Delete and replace with:

'7.1.1 The Employer may assign or otherwise transfer the benefit of this Contract to any person taking an interest in the Works or the completed Works or the Site. In this Contract the term 'Employer' shall be construed accordingly.

7.1.2 Without prejudice to clause 7.1.1 the Employer may charge or assign by way of security the benefit of this Contract to any Funder (and the Funder may reassign the benefit of this Contract on the redemption of that security).

7.1.3 The Employer shall notify the Contractor of any assignment within 10 Business Days. If the Employer fails to do so the assignment shall still be valid.

7.1.4 The Contractor shall not contend that any person to whom the benefit of this Contract is assigned under this clause 7.1 may not recover any sum under this Contract because that person is an assignee and not a named party to this Contract.

7.1.5 The Contractor shall not assign or charge the benefit of this Contract or any right arising under is without the Employer's prior written consent, which the Employer may withhold at its absolute discretion.

Clause 7.2 Insert at end of clause the following additional sentence:

'If the Contractor does not comply with its obligations under this clause 7.2 the Employer may deduct £[SUM] from the Contract Sum or the sum that would otherwise be due to the Contractor, until the Contractor complies with this clause.'

Clause 7.3 Amend heading so that it reads '**Third Party Rights and Collateral Warranties'**

Clause 7.3 In line 1 after 'the Contractor' insert: ', sub-consultants,'

Clause 7.3A Insert new sub-heading and new clause 7.3A as follows:

'**Rights for Beneficiaries**

.1 Where the Rights Particulars state that the Contractor shall confer third party rights on a Beneficiary under Appendix 3 of this Contract, those rights shall vest in that Beneficiary on the date of receipt by the Contractor of the Employer's notice to that effect, state the name of the Beneficiary and the nature of his interest in the Works.

.2 Where third party rights under Appendix 3 of this Contract have vested in a Beneficiary, the Employer and the Contractor shall not be entitled without the consent of the Beneficiary to amend or vary the express provisions of this clause 7.3A or Appendix 3 but, subject thereto, the rights of the Employer or and/or the Contractor:

.1 to terminate the Contractor's employment under this Contract (whether under section 8 or otherwise), or to agree to rescind this Contract;

.2 to agree to amend or otherwise vary or to waive any terms of this Contract;

.3 to agree to settle any dispute or other matter arising out of or in connection with this Contract, in each case in or on such terms as they shall in their absolute discretion think fit,

shall not be subject to the consent of any Beneficiary.

Clause 7.6 Delete and replace with the following:

"Where third party rights under clause 7.3A are not utillised, the Contractor shall, at the Employer's option and within 10 Business Days from receipt of a notice to do so execute and deliver to the Employer a collateral warranty in favour of a Beneficiary in such form as shall agreed between the Parties but containing provisions similar to the third party rights set out in Appendix 3.

Clause 7.7 Delete and replace with the following:

"If required, the Contractor shall provide collateral warranty in favour of a Funder in such form as shall be required by the Funder"

Clause 7.8 Delete and replace with:

'Collateral Warranties: Sub-Contractors

Where the Rights Particulars requires the Sub-Contractor to provide collateral warranties in favour of the Beneficiaries, the Contractor shall within 21 days from the Employer's request deliver the collateral warranty validly executed by the Sub-Contractor (and where applicable the Contractor) accompanied by a copy of the relevant completed sub-contract. The form of warranty shall be that set out in Appendix 4 of this Contract subject only to any reasonable amendments as the relevant beneficiary may agree.'

Clause 7.9 Insert new clause 7.9 as follows:

7.9.1 Any payment from the Employer to the Contractor pursuant to this Contract which is outstanding at the time that any collateral warranty referred to in clauses 7.6 or 7.7 is demanded by the Employer shall (notwithstanding any other provision of this Contract) cease to be due to the Contractor and no further payment shall become due to the Contractor until such warranty deed is executed and delivered to the Employer.

7.9.2 Any payment from the Employer to the Contractor pursuant to this Contract which is attributable to works materials or services provided by any subcontractor appointed to undertake those parts of the Works referred to in clause 7.8 and is outstanding at the date on which any warranty deed from such sub-contractor is

notified by the Employer shall (notwithstanding any other provision of this Contract) cease to be due to the Contractor and no further such payment shall become due to the Contractor until such warranty deed is executed and delivered to the Employer

Section 8 Termination

Clause 8.4.1.3	After 'remove' in line 2 insert: 'or rectify'
Clause 8.5.3.3	After 'the Employer may' in line 1 insert: ', at the Contractor's expense'
Clause 8.5.4	Insert new clause 8.5.4: 'Ownership in all existing Contractor's Design Documents and other physical embodiments of designs relating to the CDP Works shall transfer from the Contractor to the Employer immediately prior to the Contractor becoming Insolvent.'
Clause 8.7.2	After 'the Contractor shall' in line 1 insert: 'at the Contractor's expense'
Clause 8.7.2.2	After 'prepared' in line 1 insert: 'and all other documents which the Employer considers are necessary to carry out and complete the Works'.
Clause 8.7.4	Insert at the end of the clause '**provided that** if the Employer procures the completion of the outstanding Works for less than the Employer would have had to pay the Contractor to complete the outstanding Works, then for the purposes of clause 8.7.4 the Employer shall be deemed to have paid the same amount to procure the completion of the outstanding Works under clause 8.7.1 as the Employer would have had to pay the Contractor to complete the outstanding Works under this Contract.'
Clause 8.7.6	Insert new clause 8.7.6: 'Notwithstanding that the validity of any such termination may be disputed by the Contractor the Contractor shall vacate the site and shall immediately deliver possession of the site and the Works to the Employer.'
Clause 8.7.7	Insert new clause 8.7.7: 'The Contractor shall deliver to the Employer copies of the Contractor's Design Documents, plans, drawings, documents, schedules, specifications and the like relating to the Works in its possession and/or control within 7 days.'
Clause 8.9.1.3	Delete the words in this clause and insert: 'Not used.'
Clause 8.10.1	In line 1 after 'notice to the Employer' insert: 'or the Employer may by notice to the Contractor'.
Clause 8.10.3	Insert at the end of the clause: 'and an extension of time for completion shall be given under clause 2.19 equal to the period of suspension.'
Clause 8.13	Insert new clause 8.13: 'Notwithstanding any other provision of this Contract and subject always to clause 14.5 of the Framework Agreement, this Contract terminates upon termination of the Framework Agreement pursuant to clause 14 of the Framework Agreement

Section 9 **Settlement of Disputes**

Clause 9.1A Insert new clause 9.1A:

'.1 As soon as a Party is aware of any dispute or difference in connection with this Contract it shall give notice to the other and convene a meeting at which both Parties shall make constructive proposals in seeking to achieve an agreed solution.

.2 If any dispute or difference is not resolved in accordance with Clause 9.1A.1, then the Parties may refer it to conciliation in accordance with the procedure stated in the Framework Agreement and Part 1 of Appendix 4 of the Framework Agreement or to a Dispute Board (if appointed pursuant to the Framework Agreement) or to mediation in accordance with Clause 9.1 or to any other dispute resolution as agreed.'

Clause 9.2 Delete and insert:

'If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, such a referral shall be made in accordance with the procedure stated in the Framework Agreement and Part 2 of Appendix 4 of the Framework Agreement.'

Clause 9.3 Delete headings clause 9.3 and replace with:

'Any difference or dispute that it not resolved in accordance with Clauses 9.1A, 9.1 or 9.2 may be referred by either Party to the courts stated in the Framework Agreement or, if the Framework Agreement so provides, to one or three arbitrators as stated in the Framework Agreement who in the absence of other agreement shall be appointed by the body stated in the Framework Agreement and who shall conduct such arbitration in the location and in accordance with the rules stated in the Framework Agreement and Part 3 of Appendix 4 of the Framework Agreement.'

Clauses 9.4 to 9.8 Delete and insert 'Not used'

Schedule 2 **Named Sub-Contractors**

Delete this schedule and insert ‘Not used’

Schedule 4 **Fluctuations – Contribution, levy and tax fluctuations**

Delete this schedule and insert 'Not used'.

Appendix 1

Performance Bond

Appendix 2

Parent Company Guarantee

Appendix 3
Third Party Rights

1. The Contractor warrants to the Beneficiary that:

1.1 it has performed and complied, and shall continue to comply, with its obligations under the Contract, including its obligations to carry out and fulfil, in all respects, the duties of a designer under the CDM Regulations;

1.2 it has complied with any Act of Parliament, regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has jurisdiction over the Works; and

1.3 it has exercised and shall continue to exercise the standard of skill and care required by Clause 2.34 of the Contract:

(a) when performing any design for the CDP Works;

(b) when complying with Clause 2.1.2 of the Contract in respect of the specification or use of materials; and

(c) shall ensure that the Works comply with all planning agreements, permissions and conditions, where applicable.

2. The Contractor shall have no greater liability (excluding rights of set off and counterclaim) under this schedule than it would have done if, in lieu of this schedule the Beneficiary had been named as employer jointly with the Employer in the Contract. The Contractor shall be entitled to raise the same defences to any claim against the Beneficiary under this schedule, as it would have available under the Contract.

3. The Contractor's duties or liabilities under this schedule shall not be negated or diminished by any approval or inspection of the Site and/or the Works by or on behalf of the Beneficiary.

4. The Contractor grants to the Beneficiary a licence on the same terms as Clause 2.33 of the Contract and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Contractor shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Contractor's Design Documents for any purpose other than that for which the same were prepared by or for the Contractor.

5. The Contractor shall comply with Clause 6.19 of the Contract, and shall provide the Beneficiary documentary evidence that the professional indemnity insurance is in place, following a request from the Beneficiary (acting reasonably).

6. The Beneficiary may not commence any legal action against the Contractor under this schedule after 12 years from the completion of the Works.

7. The Beneficiary may assign the benefit of this schedule (without the Contractor's consent) on two occasions to any person with an interest in the Site and/or the Works. Further assignments are subject to the Contractor's consent (not to be unreasonably withheld or delayed).

8. Where the Beneficiary is [ ][4] paragraphs 8.1 to 11 shall apply:

8.1 The Contractor shall not exercise, or seek to exercise, any right to:

(a) terminate its employment under the Contract; or

[4] To be confirmed which parties are to have the right to step in

(b) discontinue the performance of the Services;

for any reason (including any breach on the part of the Employer) without giving the Beneficiary at least 21 days' written notice of its intention to do so and the basis for this. Any notice from the Contractor shall specify the grounds for the Contractor's proposed termination or discontinuance.

8.2 If the Contract allows the Contractor a shorter notice period for the exercise of a right referred to in paragraph 8.1, the notice period in the Contract shall be extended to take account of the notice period required under paragraph 8.1.

8.3 The Contractor's right to terminate its employment under the Contract, or to discontinue performance of the Services, shall cease if, within the period referred to in paragraph 8.1, the Beneficiary gives notice to the Contractor, copied to the Employer:

(a) requiring the Contractor not to terminate its employment or not to discontinue the performance of the Services under this Contract;

(b) acknowledging that the Beneficiary (or its nominee) will assume all the Employer's obligations under this Contract; and

(c) undertaking that the Beneficiary or its nominee will pay to the Contractor:

(i) any sums due and payable to the Contractor under this Contract in future; and

(ii) any sums then due and payable to the Contractor under this Contract that are unpaid.

8.4 If the Beneficiary (or its nominee) serves notice on the Contractor under paragraph 8.3, then, from the date of service of the notice, this Contract shall continue in full force and effect, as if it had been entered into between the Contractor and the Beneficiary (to the exclusion of the Employer).

8.5 In complying with this paragraph 8, the Contractor:

(a) does not waive any breach of this Contract or default under this Contract by the Employer; and

(b) may exercise its right to terminate its employment under this Contract, or discontinue the performance of the Services, after the expiry of the notice period referred to in paragraph 8.1, unless the Contractor's right to terminate or discontinue has ceased under paragraph 8.3.

9.

9.1 Without affecting paragraph 8.1, if the Beneficiary serves a notice on the Contractor, copied to the Employer, that:

(a) confirms that the Beneficiary wishes to step-in to the Contract; and

(b) complies with the requirements under paragraphs 8.3(b) and 8.3(c);

then, from the date of service of the notice, the Contract shall continue in full force and effect, as if it had been entered into between the Contractor and the Beneficiary (or its nominee) to the exclusion of the Employer.

9.2 The Contractor shall assume that, between the Employer and the Beneficiary, the Beneficiary may give notice under paragraph 9.1. The Contractor shall not enquire whether the Beneficiary is entitled to give that notice.

9.3 In complying with this paragraph 9, the Contractor does not waive any breach of the Contract or default under the Contract by the Employer.

10. The Contractor shall not incur any liability to the Employer by acting in accordance with paragraph 8 or paragraph 9.

11. If a Beneficiary's notice under paragraph 8 or paragraph 9 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Contractor from the Beneficiary's nominee.

12. Unless the Beneficiary has stepped-in under paragraph 8 or paragraph 9, the Beneficiary may not give instructions to the Contractor under this Appendix 4.

13. Any notice to be given by the Contractor or the Beneficiary (as applicable) under this schedule shall be deemed to be duly given if it is delivered by hand or sent by recorded delivery to the Beneficiary at its registered office and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is addressed to the managing director/senior partner and delivered by hand at or sent by recorded delivery to the Contractor's place of business, and in the case of any such notices sent by recorded delivery, the same shall be deemed to have been received 48 hours after being posted.

14. This schedule shall be read and construed in accordance with the laws of England. The Contractor and the Beneficiary irrevocably agree that the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this schedule or its subject matter or formation (including non-contractual disputes or claims).

Appendix 4
Sub-Contractor Warranty

Appendix 5
Interface Protocol

1.1

(a) The Contractor performing its obligations pursuant to the Contract and in carrying out the Works:

(i) acknowledges that the Other Contractor and its sub-contractors will undertake works at the Site during the course of the Works and that in carrying out its works the Contractor shall not hinder the work of the Other Contractor and its sub-contractors, and shall act in good faith towards the same;

(ii) acknowledges the role of the Employer's Agent in facilitating the co-operation and integration of the works on Site and in relation to these interface obligations;

(iii) shall, in performing its obligations under the Contract, do so in light of this Appendix 6, the Programme, and in such a way as to enable the Other Contractor to comply with its contract in so far as the relevant obligations have been communicated to the Contractor by the Employer's Agent or the Other Contractor, and/or the Contractor is aware of the role, responsibility and obligations of the Other Contractor under its contract from the contractual meetings attended by the Contractor and the Other Contractor or from such other meetings convened pursuant to this Appendix 6;

(iv) shall co-operate, liaise and work with the Employer's Agent and the Other Contractor in order to deliver a successful outcome to the project and, so as to achieve this, the Contractor and the Other Contractor shall provide to each other all necessary information and assistance in a timely manner, co-ordinate their activities, construction, traffic management, distribution of men and material and welfare on the Site;

(v) shall fully co-operate and liaise directly with the Employer's Agent with the view to averting or minimising disruption to the works and/or any of the services and/or works undertaken or to be undertaken by others for the project;

(vi) the Contractor shall provide early warning of any issues to the Employer's Agent, and the Contractor shall provide notice of any potential disruption or delay or any actual delay to the progress of the works that affect the works of the Other Contractor, and shall notify the Employer's Agent immediately;

(vii) no matter arising from any of the restrictions/issues and/or obligations as referred to in this Appendix 6 whether arising directly and/or indirectly as a result of any such matter, nor any instructions that the Employer's Agent acting reasonably may issue consequent upon any such matters, shall give rise to: any adjustment of the Contract Sum and/or any entitlement on the part of the Contractor to loss and/or expense; nor any entitlement to an extension of time; the Contractor being deemed to have allowed for and shall allow, for the purposes of the Contract, for all such matters within the Contract Sum and Programme from time to time;

(viii) the Contractor agrees to indemnify the Employer against any losses or damages Incurred as a result of breach of this Appendix 6 and/or as a result of any damage caused by it to the works of the Other Contractor. For the avoidance of doubt, such indemnity shall cover any acceleration costs incurred by the Employer in mitigating the effect of any delay to the programme, kept updated by the Employer's Agent from time to time for the project.

1.2 **Coordinating the interface**

(a) The Contractor shall agree the following with the Other Contractor and the Employer's Agent:

(i) [Weekly minuted coordination meetings;

(ii) Sharing of welfare facilities;

(iii) Sharing of erected external scaffolding /crane/ hoist during erected period;

(iv) Planning of deliveries to site and coordination of vehicle stacking around site locale;

(v) Planning of materials storage around site and use of hoist;

(vi) Planning of waste removal and skip locations;

(vii) Planning of access around site and permitted areas; and

(viii) Health and Safety responsibilities on each section and whole site]

1.3 **Access**

(a) The Employer's Agent, the Contractor and the Other Contractor (acting reasonably) shall agree an access regime which shall describe the extent and location of and other relevant matters relating to (without limitation) any works, outstanding works to be completed, access, delivery of materials or use (including programme and arrangements for the co-ordination of activities on site of the project) before and/or during work to be undertaken by the Contractor. Such access regime once agreed between the parties (including any revisions to this) is the **'Access Regime'** for the project.

(b) The Contractor shall:

(i) prepare and agree with the Employer's Agent (both acting reasonably) a schedule of condition for the areas to which such access or use will be given to the Employer's Agent and/or the Other Contractor;

(ii) ensure that its subcontractors and/or employees comply with the Access Regime, and shall promptly notify the Employer's Agent if at any time it considers that the Other Contractor or anyone else fails to comply with the Access Regime; and

(iii) shall not agree or impose an Access Regime without notifying the Employer's Agent which would or is likely to delay or disrupt the carrying out and completion of the Works, or the works of the Other Contractor and/or any other subcontractor of the Employer.

1.4 **Dispute resolution**

(a) In the event of an Interface Dispute under this Appendix 6 the Contractor shall use all reasonable endeavours to resolve the dispute through discussions and negotiations with the Other Contractor.

(b) If the Contractor and the Other Contractor are unable to reach agreement pursuant to paragraph 1.4(a) in relation to an Interface Dispute, the problem solving and dispute resolution provisions of the Contract shall apply.

Pre-Construction Services

[*insert details of the Pre-Construction Services*]

DATE **20[ ]**

(1) **Guarantor**

(2) **Beneficiary**

Parent company guarantee

Relating to the design, supply and installation of PlayZone pitches at [ ]

PARTIES

(1) [ ] (registration number [ ]) whose registered office is at [ ] (the **Guarantor**)

(2) [ ] (registration number [ ]) whose registered office is at [ ] (the **Beneficiary**)

INTRODUCTION

(A) The Beneficiary, along with others has entered into a framework agreement with the Contractor (defined below) for the design and construction of PlayZone pitches (the **Project**) dated [ ] (**'Framework Agreement'**). Pursuant to this Framework Agreement, the Beneficiary has entered into a Contract with the Contractor.

(B) The Guarantor has agreed to guarantee the due performance of the Contract by the Contractor in the manner set out in this guarantee and pursuant to Clause 7.2.2 of the Contract.

OPERATIVE CLAUSES

1. **Definitions**

In this guarantee the following terms have the following meanings:

Beneficiary is the Employer under the Contract, and shall include successors and permitted assigns,

Contract means the JCT ICD 2016 with project specific amendments entered into by the Beneficiary with the Contractor dated [ ]

Contractor means [ ],

Insolvency Event means the winding-up, liquidation, receivership, administration, voluntary arrangement or other composition with creditors, (or any event analogous to any of them),

Obligations means the obligations, duties, undertakings and covenants of the Contractor contained in the Contract.

2. **Consideration**

In consideration of the payment of £10.00 (ten pounds) by the Beneficiary to the Guarantor (receipt of which the Guarantor hereby acknowledges) the Guarantor covenants with the Beneficiary as set out in this Guarantee.

3. **Guarantee**

3.1 The Guarantor (as primary obligor and not merely as surety) irrevocably and unconditionally guarantees:

(a) the due and proper performance of the Contract by the Contractor;

(b) the due observance and punctual performance of all the obligations, duties, undertakings, covenants and conditions by or on the part of the Contractor contained in the Contract and to be observed and performed by the Contractor.

4. **Guarantors' obligations**

4.1 In the event of the Contractor failing to carry out, observe or perform all or any of the said obligations, duties, undertakings, covenants and conditions required under the Contract (unless relieved from the performance of any part of the Contract by statute or by written agreement of the Beneficiary or by the decision of a court or tribunal of competent jurisdiction) or if the appointment of the Contractor

under the Contract is terminated by operation of [clause 14 of the Framework Agreement] or [Clause 8.4 and Clause 8.5] under the Contract (as applicable) then, notwithstanding any objection that may be raised by the Contractor or the Guarantor, the Guarantor shall:

(a) on receipt of a written demand which complies with clause 8, be liable for and shall indemnify the Beneficiary against all proven losses, damages, costs and expenses which the Beneficiary may incur by reason or in consequence of any such failure to carry out observe or perform on the part of the Contractor under the Contract or in consequence of such termination, and/or

(b) carry out, observe and perform the obligations and duties, undertakings, covenants and conditions under the Contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdictions) in substitution for the Contractor.

5. **Waiver of defences**

The Guarantor shall not be discharged or released from this guarantee and the Guarantor's liability shall not be reduced by the occurrence of any one or more of the following:

5.1 any alteration to the nature or extent of the Project or any amendment to or variation, express or implied, waiver or release of the terms of the Contract;

5.2 any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Contract or any other compromise or settlement of any dispute between the Beneficiary and the Contractor provided that the Beneficiary shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with the terms of such compromise or settlement;

5.3 the liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity, amalgamation, reconstruction or any change in the name, composition, status, function, ownership, constitution or control of the Contractor or the Guarantor;

5.4 any disclaimer of the Contract by any liquidator or administrator appointed to the Contractor (and the Contract shall for the purposes of this guarantee be deemed to continue notwithstanding any such disclaimer);

5.5 any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable for any reason whatsoever;

5.6 the suspension or termination of the Contract or the termination of the employment of the Contractor under the Contract for any reason whatsoever; and

5.7 any failure to take or to realise (or fully to take or to realise), or any release, discharge, exchange or substitution of, any security, guarantee or indemnity in respect of the Contract.

6. **Amendments to the Contract and/or the Obligations**

The Contract and/or any or all of the Obligations may be modified, amended or supplemented in any way without the Guarantor's consent and the Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition to or of the Contract and/or to or of any or all of the Obligations including, without limitation, any alteration to the nature or extent of the works/services to be carried out under the Contract and/or any allowance of time by the Beneficiary under the Contract.

7. **Continuing guarantee**

This guarantee is a continuing guarantee and shall remain in operation until all the obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Contract shall have been satisfied or performed in full.

8. **Calls on the guarantee**

8.1 A valid demand of the Beneficiary under this guarantee shall be in writing and:

(a) state that the Contractor is in breach of the Contract and include details thereof;

(b) state the amount of payment to be made by the Guarantor to the Beneficiary and/or the obligations, duties, undertakings, covenants and/or conditions under the Contract to be performed by the Guarantor;

(c) (except in the case of an Insolvency Event where this clause 8.1(c) shall not apply) contain a copy of the notice issued to the Contractor notifying it of the breach of the Contract, such notice to be dated at least three (3) business days prior to the date of the demand on the Guarantor and stating that notwithstanding the notice issued to the Contractor, such breach has not been rectified;

(d) signed by a Director of the Beneficiary;

and such a valid demand shall be conclusive evidence of the amount payable to the Beneficiary.

8.2 The Beneficiary may make more than one (1) demand under this guarantee.

9. **Additional security**

This guarantee is in addition to and not in substitution for any present and future guarantee lien or other security held by the Beneficiary. The Beneficiary's rights under this guarantee are complementary:

9.1 to the other guarantees, securities and bonds delivered by the Contractor to the Beneficiary; and

9.2 to and not exclusive of those provided by law.

10. **Invalidity of any of the terms of this guarantee**

If any provision of this guarantee is held by any competent authority to be invalid unlawful or unenforceable in whole or in part, the validity lawfulness and enforceability of the other provisions of this guarantee and the remainder of the provision in question shall not be affected thereby.

11. **Provision of Information**

In the event that either or both of the Beneficiary have concerns regarding the financial position of the Guarantor the Guarantor shall, if so requested by the Beneficiary (acting reasonably) in writing meet with the Beneficiary (as soon as reasonably practicable after the request for the meeting has been made and at a location which is reasonably convenient for the Guarantor) in order to discuss such concerns in good faith.

12. **Representations and warranties**

12.1 The Guarantor represents and warrants to the Beneficiary that

(a) it is duly incorporated and in a validly existing company under the laws of its place of incorporation and to exercise its rights and perform its obligations hereunder;

(b) it has taken all corporate and other actions necessary to enable it to enter into and perform this guarantee and has obtained all approvals and consents required by it for the performance of its obligations under this guarantee; and

(c) it has full power and authority to enter into and perform this guarantee which constitutes or when executed will constitute, valid and binding obligations on the Guarantor which are enforceable in accordance with their respective terms.

13. **Assignment**

13.1 The Beneficiary shall (on prior written notice to but without the consent of the Guarantor) be entitled to assign this guarantee and/or the benefit of it to any party to whom the benefit of the Contract has been assigned.

13.2 The Guarantor shall not be entitled to contend that any person to whom this guarantee is assigned is precluded from recovering under this guarantee any loss incurred by such assignee resulting from any breach of this guarantee by reason that such person is an assignee and not a named promisee hereunder.

14. **Interest on late payment**

If the Guarantor defaults in the payment when due of any sum payable under this guarantee (whether determined by agreement or pursuant to an order of court or otherwise) its liability shall be increased to include interest at the same rate as set under the Contract on such sum from the date when it is due for payment up to and including the date of actual payment (after as well as before judgement) provided that this clause 14 shall not apply to the extent the liability of the Guarantor includes interest applied under the Contract.

15. **Deferral of Guarantor's rights**

15.1 Insofar as any sums are payable (contingently or otherwise) by the Contractor to the Beneficiary under the Contract the Guarantor shall not exercise any right of set-off or counterclaim against the Contractor or any other person or prove in competition with the Beneficiary in respect of any payment by the Guarantor under this guarantee. If the Guarantor receives any sums from the Contractor or any other person in respect of any payment of the Guarantor under this guarantee the Guarantor shall hold such monies in trust for the Beneficiary so long as any sums are payable (contingently or otherwise) under this Guarantee.

15.2 The Guarantor will not, without the prior written consent of the Beneficiary, hold any security from the Contractor or any other person in respect of the Guarantor's liability under this guarantee or in respect of any liability or other obligations of the Contractor to the Guarantor. The Guarantor will hold any security held by it in breach of this provision in trust for the Beneficiary.

16. **Contracts (Rights of Third Parties) Act 1999**

The parties hereby confirm that nothing in this guarantee shall confer on any person any right to enforce any term of this guarantee which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

17. **Law and jurisdiction**

The Courts of England and Wales shall have jurisdiction in relation to any disputes between the parties arising out of or in connection with this guarantee including non-contractual claims

18. **Notices**

18.1 Any notice to be given under this guarantee shall be in writing and shall be deemed to be duly given if delivered in the case of a corporation to the parties' registered office for the time being or in any other case to the parties' principal place of business.

18.2 Notices may be served by:

(a) personal delivery; or

(b) pre-paid registered or recorded delivery mail.

18.3 Notices and communications shall be deemed to have been served or received in the case of:

(a) personal delivery on the date of delivery;

(b) pre-paid registered or recorded delivery mail on the second working day after the notice of communication is posted.

This guarantee has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

[Execution blocks]

DATE **20[ ]**

(1) **[Contractor]**

(2) **[Surety]**

(3) **[Beneficiary]**

Performance Bond for the Contract in relation to the design, supply and installation of artificial grass pitches at [ ]

DATE 20[ ]

This **Performance Bond** is made as a deed between the following parties whose names and addresses are set out in Schedule 1 to this Performance Bond

PARTIES

(1) The **Contractor**

(2) The **Surety**, and

(3) The **Beneficiary**

RECITALS

(A) The Beneficiary has entered into a framework agreement with the Contractor (defined below) for the design, supply and construction of PlayZone pitches (the **Project**) dated [ ].

(B) By a Contract (the '**Contract**') entered into between the Beneficiary and the Contractor particulars of which are set out in Schedule 1 the Contractor has agreed with the Beneficiary to execute works (the '**Works'**) upon and subject to the terms and conditions of the Contract.

(C) The Surety has agreed with the Beneficiary at the request of the Contractor and pursuant to Clause 7.2.1 of the Contract to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Performance Bond with the bond being on-demand as to insolvency but known simply as Performance Bond in this deed.

Words and expressions used but not defined in this Performance Bond shall have the meanings attributed to them in the Contract.

OPERATIVE CLAUSES

The Surety guarantees to the Beneficiary that in the event of a breach of the Contract by the Contractor the Surety shall subject to the provisions of this Performance Bond satisfy and discharge the damages, losses, costs and expenses sustained or which may be sustained by the Beneficiary in accordance with Clauses 1 to 7 and 9 to 13, and where an Insolvency Event occurs in accordance with Clauses 8 to 13.

1. The Beneficiary shall be entitled to make a written demand at any time prior to the occurrence of an Insolvency Event (but without prejudice to any written demand made following the occurrence of an Insolvency Event pursuant to Clause 8) upon the Surety stating:

1.1 that the Contractor has failed to perform or observe any of its duties and/or obligations arising under or in connection with the Contract and/or has committed a breach of any provision and/or has failed to fulfil any warranty or indemnity set out in the Contract and/or has failed to satisfy any of its liabilities under or in connection with the Contract; and

1.2 the amount claimed by the Beneficiary including any interest.

2. Any demand made under Clause 1 shall be accompanied by a certified copy of:

2.1 a decision issued in adjudication proceedings pursuant to the terms of the Contract prior to the occurrence of an Insolvency Event; or

2.2 a judgment of a court; or

2.3 a written agreement signed by the Beneficiary, the Surety and the Contractor in respect of an action under or in connection with the Contract, in favour of the Beneficiary against the Contractor for an amount which is not less than the amount claimed by the Beneficiary and which is payable by the Contractor to the Beneficiary.

3. The Surety shall within five (5) Business Days of receipt of any demand served from time to time by a [Director] of the Beneficiary which complies with Clauses 1 and 2 pay to the Beneficiary the amount demanded subject to the maximum aggregate liability of the Surety under this Performance Bond which shall not exceed the Bond Amount (as set out at Schedule 1). Subject to the limitation in this Clause 3 and Clause 9 the liability of the Surety under this Performance Bond shall be co-extensive with the liability of the Contractor under the Contract.

4. The Surety shall not be discharged or released by any act, omission, matter or thing which, but for this clause, would or might reduce, release or prejudice any of its obligations under this Performance Bond including, without limitation:

4.1 any alteration and/or variation of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works;

4.2 any allowance of time by the Beneficiary under or in respect of the Contract or the Works;

4.3 any advance payment of sums which may become due and owing under or in respect of the Contract or the Works;

4.4 the suspension or termination of the Contract or of the employment of the Contractor under the Contract;

4.5 any disclaimer of the Contract by any liquidator or administrator appointed to the Contractor (and the Contract shall for the purposes of this Performance Bond be deemed to continue notwithstanding any such disclaimer);

4.6 the liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity, amalgamation, reconstruction or change in the name, composition, status, function, ownership or control of the Contractor or the Surety.

5. The Contractor having requested the execution of this Performance Bond by the Surety undertakes with the Surety (without limitation of any other rights and remedies of the Beneficiary or the Surety against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6. The Beneficiary shall not be obliged to pursue any means of recourse against the Contractor before being entitled to enforce this Performance Bond against the Surety provided that if the Beneficiary does seek recourse against the Contractor before seeking recourse under this Performance Bond any money judgment of the court or arbitrator's award or decision of an adjudicator against the Contractor in favour of the Beneficiary under the Contract shall be conclusive evidence for the purposes of this Performance Bond as to any liability of the Contractor to which such judgment award or decision relates (unless and until the same is set aside by any competent tribunal).

7. The Beneficiary may make any number of demands under this Performance Bond but the total of amounts due shall not exceed the Bond Amount.

8. **Insolvency Event (On-demand)**

8.1 Should an Insolvency Event occur, the Surety hereby irrevocably and unconditionally agrees to pay the Beneficiary on the Beneficiary's first written demand (waiving all rights of objection and defence and without reference to the Contractor) an amount or amounts not exceeding in aggregate the Bond Amount provided that the Beneficiary's claim complies with the provisions of this Clause 8. All amounts due under this Clause 8 shall be paid in full without any set-off, counterclaim, deduction or

withholding. The Surety acknowledges that the Contractor will have failed to fulfil the terms and conditions of the Contract if an Insolvency Event occurs.

8.2 The Beneficiary's claim under this Clause 8 must be received at this office [ ] before Expiry and must be in the form of a statement signed for and on behalf of the Beneficiary that:

(a) the Contractor has failed to fulfil the terms and conditions of the Contract;

(b) as a result of such failure the amount claimed is due to the Beneficiary;

(c) specifies in what respects the Contractor has so failed;

(d) specifies the amount claimed.

Such claim and statement shall be accepted by the Surety as conclusive evidence, for the purposes of this Clause 8, that the amount claimed is due to the Beneficiary.

9. Whether or not this Performance Bond is returned to the Surety the obligations of the Surety under this Performance Bond shall be released and discharged absolutely upon Expiry (as defined in Schedule 1) save in respect of any breach of the Contract and/or an Insolvency Event has occurred and in respect of which a claim in writing containing particulars of such breach and/or the fact that there is an Insolvency Event has been made upon the Surety before Expiry.

10. This Performance Bond and the benefit thereof shall be capable of being assigned without the prior written consent of the Surety and/or the Contractor to a party to whom the benefit of the Contract has been assigned. The Surety and/or the Contractor shall not be entitled to assign this Performance Bond or the benefit thereof.

11. The parties to this Performance Bond do not intend that any of its terms will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it save for permitted assignees pursuant to Clause 10.

12. This Performance Bond shall be governed by and constructed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

13. Any demand or notice under this Performance Bond may be served personally, by first class recorded delivery post and shall be sent to the Surety at [ ] or to such other address within the United Kingdom as the Surety may have previously notified in writing to the Beneficiary. Any demand or notice if delivered personally shall be deemed to have been served at the time of delivery or, if sent by post, shall be deemed to have been served on the second Business Day following posting.

Executed as a Deed by the parties and delivered on the date at the beginning of this Performance Bond

Schedule 1

(1) **The Contractor** [ ] whose registered office address is at [ ]

(2) **The Surety** [ ] whose registered office address is at [ ] whose registered office and address for service is [ ]

(3) **The Beneficiary**: **[ ]**

Bond Amount: the sum of [£] is [10%] of the Contract Sum stepped-down from time to time until the Expiry of the bond as shown at Schedule 2.

Business Day: means any day except Saturday, Sunday and bank or other public holidays in England.

Contract: the [JCT ICD 2016] with project specific amendments dated [ ] for the Contract Sum of [ ] pounds (£[ ]).

Expiry: the [I*nsert date]* in respect of the whole of the Works pursuant to the Contract which shall be conclusive for the purposes of this Performance Bond.

Insolvency Event: means [*please insert the provisions from the contract. Please do not state that it will be by reference to the contract*].

Schedule 2

Step-down Schedule

Dates	**Bond Amount**
Date of issue of the [ ]	
Date of issue of the [ ]	

DATE **20[ ]**

(1) [Sub-Contractor/Sub-Consultant]

(2) [Beneficiary]

(3) [Contractor]

[Sub-Contractor/Sub-Consultant]
Collateral Warranty
relating to
the design, supply and construction of
PlayZone pitches
at [ ]

DATE **20[ ]**

PARTIES

(1) **[Sub-Contractor/Sub-Consultant]** a company incorporated in England and Wales with registered number [ ], whose registered office is at [ ] (the **'Sub-Contractor/Sub-Consultant'**);

(2) **[ ]** of [ ] (the '**Beneficiary**'); and

(3) **[ ]** a company incorporated in England and Wales with registered number [ ], whose registered office is at [ ] (the **'Contractor'**).

RECITALS

(A) The Contractor has engaged the Sub-Contractor to perform the Sub-Contract Works.

(B) The Beneficiary, as the [ ], has an interest in the Works.

(C) The Contractor requires the Sub-Contractor to enter into a collateral warranty in favour of the Beneficiary.

(D) The Sub-Contractor has agreed to enter into this Agreement with the Beneficiary, for the benefit of the Beneficiary.

OPERATIVE PROVISIONS

1. **Definitions and interpretation**

1.1 The definitions and rules of interpretation in this Clause apply in this Agreement:

'Building Contract' the JCT [ICD] [MWD] Contract 2016 as amended entered into between the Employer and the Contractor (and any further agreement(s) varying or supplementing it) for the Works;

'Business Day' a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

'CDM Regulations' the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including the Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;

'Deleterious' materials or equipment that are not in conformity with any relevant British Standard or codes of practice or which are generally known, or which ought to have been known, in the construction industry at the time of specification or approval for use to be deleterious to health and safety of any person or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used;

'Employer' [ ];

'Funder' a person that has provided, or is to provide, finance in connection with:

(a) the whole or any part of the Works or the completed Works; or

(b) the site of the Works,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;

'Material' all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Sub-Contractor in connection with the Works;

'Permitted Uses' the design, construction, completion, reconstruction, modification, advertisement, reinstatement, extension maintenance, funding, sale, letting, fitting-out and repair of the Property and the Works;

'Programme' the programme, as defined in the Sub-Contract;

'Property' [ ];

'Required Standard' all the reasonable skill, care and diligence to be expected of a properly qualified and competent professional designer of the relevant discipline undertaking equivalent sub-contract works on projects of a similar size, scope, complexity, value and purpose to the Works;

'Sub-Contract the [ ] entered into between the Contractor and the Sub- Contractor (and any further agreement(s) varying or supplementing it) for the Sub-Contract Works;

'Sub-Contract Works' the sub-contract works and/or services referred to in the Sub-Contract, performed by or on behalf of the Sub-Contractor under the Sub-Contract.

'Works' as defined in the Building Contract.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A '**person**' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a '**company**' includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.

1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.11 A reference to '**writing**' or '**written**' includes faxes but not e-mail.

1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.

1.13 References to Clauses are to the Clauses of this Agreement.

1.14 Where the words '**include(s)**', '**including**' or '**in particular**' are used in this Agreement, they are deemed to have the words "without limitation" following them.

2. **Comply With the Sub-Contract**

2.1 The Sub-Contractor warrants to the Beneficiary that:

(a) it has performed and complied, and shall continue to comply, with its obligations under or arising out of the Sub-Contract, including (without limitation) its obligations to:

(i) (where applicable) carry out and fulfil in all respects the duties of a designer under the CDM Regulations; and

(ii) in respect of any works carried out, use workmanship and materials of the quality and standard specified in the Sub-Contract; and

(b) to the extent the Sub-Contractor has design responsibility in relation to the Sub-Contract Works, it has exercised and shall continue to exercise the Required Standard when performing the Sub-Contract Works; and

(c) it has exercised and shall continue to exercise the Required Standard to not specify or use any products or materials in the Sub-Contract Works which at the time of specification or use are Deleterious;

(d) in relation to the Sub-Contract Works, it has complied with any:

(i) Act of Parliament

(ii) instrument, rule or order made under any Act of Parliament; and

(iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Works or with whose systems or property the Works are or will be connected; and

(e) it shall carry out and fulfil, in all respects, the duties of a designer under the CDM Regulations.

2.2 The Sub-Contractor shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Sub-Contractor's professional responsibilities in relation to the Works provided that the Sub-Contractor shall owe no greater duty of care to the Beneficiary under this warranty than it would have done if, in lieu of this warranty, the Beneficiary had been named as joint client with the Contractor in the Sub-Contract.

2.3 The Sub-Contractor's duties or liabilities under this Agreement shall not be negated or diminished by:

(a) any approval or inspection of:

(i) the Property; or

(ii) the Works; or

(iii) any designs or specifications for the Property or the Works; or

(b) any testing of any work, goods, materials, plant or equipment; or

(c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Contractor.

2.4 This Agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Sub-Contractor.

3. **[[1]Step-In Rights: Sub-Contractor May Not Terminate or Discontinue**

3.1 The Sub-Contractor shall not exercise, or seek to exercise, any right to:

(a) terminate its employment under the Sub-Contract; or

(b) discontinue the performance of the Sub-Contract Works,

for any reason (including any breach on the part of the Contractor) without giving the Beneficiary at least 21 days' written notice of its intention to do so and the basis for this. Any notice from the Sub-Contractor shall specify the grounds for the Sub-Contractor's proposed termination or discontinuance.

3.2 If the Sub-Contract allows the Sub-Contractor a shorter notice period for the exercise of a right referred to in Clause 3.1, the notice period in the Sub-Contract shall be extended to take account of the notice period required under Clause 3.1.

3.3 The Sub-Contractor's right to terminate its employment under the Sub-Contract, or to discontinue performance of the Sub-Contract Works, shall cease if, within the period referred to in Clause 3.1, the Beneficiary gives notice to the Sub-Contractor, copied to the Contractor:

(a) requiring the Sub-Contractor not to terminate its employment or not to discontinue the performance of the Sub-Contract Works under the Sub-Contract;

(b) acknowledging that the Beneficiary (or its nominee) will assume all the Contractor's obligations under the Sub-Contract; and

(c) undertaking that the Beneficiary or its nominee will pay to the Sub-Contractor:

(i) any sums due and payable to the Sub-Contractor under the Sub-Contract in future; and

(ii) any sums then due and payable to the Sub-Contractor under the Sub-Contract that are unpaid.

3.4 If the Beneficiary (or its nominee) serves notice on the Sub-Contractor under Clause 3.3, then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had

[1] Delete step-in provisions if not applicable.

been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).

3.5 In complying with this Clause 3, the Sub-Contractor:

(a) does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor; and

(b) may exercise its right to terminate its employment under the Sub-Contract, or discontinue the performance of the Sub-Contract Works, after the expiry of the notice period referred to in Clause 3.1, unless the Sub-Contractor's right to terminate or discontinue has ceased under Clause 3.3.

4. **Step-In Rights: Beneficiary May Step-In**

4.1 Without affecting Clause 3.1, if the Beneficiary serves a notice on the Sub-Contractor, copied to the Contractor, that:

(a) confirms that the Beneficiary wishes to step-in to the Sub-Contract; and

(b) complies with the requirements under Clauses 3.3(b) and 3.3(c),

then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (or its nominee) to the exclusion of the Contractor.

4.2 The Sub-Contractor shall assume that, between the Contractor and the Beneficiary, the Beneficiary may give notice under Clause 4.1. The Sub-Contractor shall not enquire whether the Beneficiary is entitled to give that notice.

4.3 In complying with this Clause 4, the Sub-Contractor does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor.

5. **Step-In Rights: Sub-Contractor's Position and Contractor's Consent**

5.1 The Sub-Contractor shall not incur any liability to the Contractor by acting in accordance with Clause 3 or Clause 4.

5.2 The Contractor has executed this Agreement to confirm its consent to such step-in arrangement.

6. **Step-In Rights: Beneficiary's Guarantee**

If a Beneficiary's notice under Clause 3 or Clause 4 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Sub-Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Sub-Contractor from the Beneficiary's nominee.]

7. **No Instructions to Sub-Contractor by Beneficiary**

[Unless the Beneficiary has stepped-in under Clause 3 or Clause 4,][2] the Beneficiary may not give instructions to the Sub-Contractor under this Agreement.

8. **Copyright**

8.1 The Sub-Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on

[2] Delete if no step-in provision.

behalf of, the Sub-Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

8.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Works, but not to reproduce the designs contained in the Material in any such extension.

8.3 This licence carries the right to grant sub-licences and shall be transferrable.

8.4 The Sub-Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

8.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Sub-Contractor and the Sub-Contractor shall provide the copy (or copies) to the Beneficiary.

9. **Professional Indemnity Insurance**

9.1 The Sub-Contractor shall maintain professional indemnity insurance for an amount of at least [£5,000,000.00] for any one occurrence, or series of occurrences, arising out of any one event for a period beginning on the date of this Agreement and ending 12 years after the date of practical completion of the Works, provided that such insurance is available to members of the Sub-Contractor's profession at commercially reasonable rates and terms. The Sub-Contractor shall maintain that professional indemnity insurance:

(a) with reputable insurers lawfully carrying on insurance business in the UK;

(b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and

(c) on terms that:

(i) do not require the Sub-Contractor to discharge any liability before being entitled to recover from the insurers; and

(ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.

9.2 Any increased or additional premium required by insurers because of the Sub-Contractor's claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates.

9.3 The Sub-Contractor shall not, without the Beneficiary's written consent:

(a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Sub-Contractor; or

(b) by any act or omission lose or affect the Sub-Contractor's right to make, or proceed with, that claim against the insurers.

9.4 The Sub-Contractor shall immediately inform the Beneficiary if the Sub-Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Sub-Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Sub-Contractor regarding the Works and the Property, without that insurance.

9.5 The Sub-Contractor shall fully co-operate with any measures reasonably required by the Beneficiary, including:

(a) completing any proposals for insurance and associated documents; or

(b) maintaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Sub-Contractor for the net cost of that insurance above commercially reasonable rates.

9.6 Whenever the Beneficiary reasonably requests, the Sub-Contractor shall send the Beneficiary evidence that the Sub-Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Sub-Contractor's insurers or brokers confirming:

(a) the Sub-Contractor's then current professional indemnity insurance; and

(b) that the premiums for that insurance have been paid in full at the date of that letter.

10. **Liability Period**

The Beneficiary may not commence any legal action against the Sub-Contractor under this Agreement after 12 years from the date of practical completion of all of the Works.

11. **Assignment**

11.1 The Beneficiary may assign the benefit of this Agreement:

(a) on two occasions to any person with an interest in the Works; and

(b) without counting as an assignment under Clause 11.1(a):

(i) by way of security to a Funder (including any reassignment on redemption of security); or

(ii) to and from a subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

11.2 The Beneficiary or its assignee shall notify the Sub-Contractor and the Contractor of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

11.3 The Sub-Contractor shall not contend that any person to whom the benefit of this Agreement is assigned under Clause 11.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to this Agreement.

11.4 The Sub-Contractor shall not without the consent of the Beneficiary assign its rights under this Agreement.

12. **Delay**

12.1 The Sub-Contractor shall not be liable to the Beneficiary in respect of any delay to the completion of the Sub-Contract Works [unless and until the Beneficiary has given notice to the Sub-Contractor under either Clause 3 or Clause 4.]

13. **Notices**

13.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice as set out on page 1.

13.2 A notice shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this Clause; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

13.4 This Clause shall not apply to the service of any proceedings or other documents in any legal action.

14. **Third Party Rights**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

15. **Governing Law and Jurisdiction**

This Agreement shall be read and construed in accordance with the laws of England [and Wales]. Each party irrevocably agrees that subject as provided below, the courts of England [and Wales] shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of enforcement proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[Execution blocks]

DATE **20[ ]**

(1) [Consultant]

(2) [Client]

(3) [Beneficiary]

Consultant Collateral Warranty
in relation to [ ]

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DATE 20[ ]

PARTIES

(1) **[ ]** (company no: [ ]) whose registered office is at (the '**Consultant**'); and

(2) **[ ]** (company no: [ ]) whose registered office is at [ ] (the '**Client**'); and

(3) **[ ]** (company no: [ ]) whose registered office is at [ ] (the '**Beneficiary**').

RECITALS

(A) The Client has engaged the Consultant to perform Services in relation to the Project.

(B) The Beneficiary has an interest in the Project.

(C) The Client requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.

(D) The Consultant has agreed to enter into this Agreement with the Beneficiary, for the benefit of the Beneficiary.

(E) The Beneficiary has paid £10 to the Consultant as consideration under this Agreement.

OPERATIVE PROVISIONS

1. **Definitions and interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement

'Building Contract' as defined in the Consultant's Appointment;

'Business Day' a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

'CDM Regulations' the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including the Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;

'Consultant's Appointment' an agreement in writing dated on or about the date hereof between the Consultant and the Client, and as may be supplemented/varied from time to time;

'Deleterious' materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

(a) as being deleterious to health and safety; or

(b) which are not in accordance with relevant British or European Standards, relevant codes of practice, good building practice or the guide entitled 'Good Practice in the Selection of

Construction Materials 2011' published by the British Council for Offices;

'Documents'	all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with the Project;
'Funder'	a person that has provided, or is to provide, finance in connection with: (a) the whole or any part of the Project or a Project; or (b) the site of the Project; whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
'Intellectual Property Rights'	are as defined in the Consultant's Appointment;
'Permitted Uses'	the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension and repair of the Property and the Project;
'Project'	as described in the Consultant's Appointment;
'Required Standard'	all the reasonable skill, care and diligence to be expected of a qualified and competent member of the Consultant's profession experienced in undertaking services for a project of a similar size, scope and complexity as the Project;
'Services'	the services referred to in the Consultant's Appointment, performed by or on behalf of the Consultant under the Consultant's Appointment;
'Site'	as described in the Consultant's Appointment;
'Works'	the services/works as set out in the Building Contracts.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A '**person**' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a '**company**' includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.

1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.11 A reference to '**writing**' or '**written**' includes faxes but not e-mail.

1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.

1.13 References to clauses are to the clauses of this Agreement.

1.14 Where the words '**include(s)**', '**including**' or '**in particular**' are used in this Agreement, they are deemed to have the words "without limitation" following them.

2. **Comply with the Consultant's Appointment**

2.1 The Consultant warrants to the Beneficiary that:

(a) it has performed and complied, and shall continue to comply, with its obligations under the Consultant's Appointment, including its obligations to:

(i) carry out and fulfil, in all respects, the duties of a designer or principal designer under the CDM Regulations

(b) it has exercised and shall continue to exercise the Required Standard:

(i) when performing the Services.

(ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use.

(iii) to perform the Services and prepare all Documents for those elements of the Project for which the Consultant is responsible according to the programme or, in the absence of a programme, in sufficient time to facilitate the efficient progress of the Project; and

(iv) to ensure that the Services comply with all planning agreements, permissions and conditions, where applicable to the Services;

(c) it has complied with any:

(i) Act of Parliament

(ii) instrument, rule or order make under any Act of Parliament; and

(iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected; and

2.2 The Consultant shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Consultant's professional responsibilities in relation to the Project provided that the Consultant has no greater liability towards the Beneficiary under this warranty than it would have if

the Beneficiary had been named in the Consultant Appointment as the joint client (save in respect of set-off and counterclaim).

2.3 The Consultant's duties or liabilities under this Agreement shall not be negated or diminished by:

(a) any approval or inspection of:

(i) the Property; or

(ii) the Project; or

(iii) any designs or specifications for the Property or the Project;

(b) any testing of any work, goods, materials, plant or equipment; or

(c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client

2.4 This Agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

3. **No instructions to consultant by beneficiary**

The Beneficiary may not give instructions to the Consultant under this Agreement.

4. **Copyright**

4.1 The Consultant grants to the Beneficiary with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.

4.2 The Consultant warrants and undertakes to the Beneficiary that the licence granted by Clause 4.1 does not and will not infringe the Intellectual Property Rights of any third party.

4.3 The Consultant shall, if so requested by the Beneficiary at any time (including upon the termination of the Consultant's engagement under the Consultant's Appointment), give the Beneficiary access to the negatives and/or copies of all Documents subject in the latter case to the Beneficiary paying the Consultant's reasonable copying charges.

4.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

5. **Professional Indemnity Insurance**

5.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under the Consultant's Appointment for an indemnity limit of no less than £5,000,000.00 in respect of each and every claim from the date of this Agreement until the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of

the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.

5.2 The Consultant shall immediately give notice to the Beneficiary in the event of any inability or failure to effect or maintain any such policy required by this Clause 5 in order that the Beneficiary and the Consultant can discuss reasonable means of protecting the Beneficiary whereupon the Consultant shall then take such reasonable steps as may be requested by the Beneficiary.

5.3 On request, the Consultant shall produce to the Beneficiary from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

5.4 The insurance referred to in Clause 5.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

6. **Liability period**

The Beneficiary may not commence any legal action against the Consultant under this Agreement after 12 years from the date of practical completion of all of the Project.

7. **Assignment**

7.1 The Beneficiary may assign the benefit of this Agreement (without the Consultant's and/or the Client's consent):

(a) on two occasions to any person with an interest in the Project; and

(b) without counting as an assignment under Clause 7.1(a):

(i) by way of security to a Funder (including any reassignment on redemption of security); or

(ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

7.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

7.3 The Consultant shall not contend that any person to whom the benefit of this Agreement is assigned under Clause 7.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to this Agreement. Notwithstanding any other provisions of this Agreement, the Consultant agrees that it shall not be entitled to contend in defence of proceedings under this Agreement or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that the Client has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the Consultant.

7.4 The Consultant shall not without the consent of the Beneficiary assign its rights under this Agreement.

8. **Notices**

8.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice as set out on page 1.

8.2 A notice shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause;

(b) if sent by pre-paid first-class post or recorded delivery, at 9am on the second Business Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. **Third Party Rights**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

10. **Governing law and jurisdiction**

This Agreement shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of enforcement proceedings in any one or more jurisdictions preclude the taking of enforcement proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[Execution blocks]

DATE **2023**

(1) The Football Foundation

(2) [ ]

Professional Appointment

of a Framework Managing Consultant (FMC)

for PlayZone Projects

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THIS DEED IS DATED 2023

PARTIES

(1) **The Football Foundation** of Wembley Stadium, Wembley, London, HA9 0WS (the '**Client**', which expression shall include successors in title (including a statutory successor in title) and/or permitted assignees); and

(2) **[ ]** (company number [ ]) whose registered office is at [ ] (the '**Consultant**')

each a **Party** and together the **Parties** for the purpose of this Appointment.

RECITALS

(A) The Client intends to carry out various Projects.

(B) The Client and the Consultant wish to enter into an appointment in respect of the provision of cost consultant and contract administrator services for in connection with each Project for the PlayZone Programme.

(C) The contract in respect of each Project will be created by signing an Order which incorporates by reference the terms and conditions set out in this appointment.

OPERATIVE PROVISIONS

1. **Definitions and Interpretation**

1.1 In this Appointment the following words and expressions shall have the following meanings:

'Applicant Body'	the ultimate beneficiary of a Project specified in the Order;
'Appointment'	the terms and conditions of this appointment together with all recitals, schedules and appendices to it and any addition or amendment of the same and, for the avoidance of doubt, any Order signed pursuant to this appointment;
'Beneficiary'	means the Client (where there are sub-consultant collateral warranties), the Applicant Body and/or any other third party beneficiary set out in the Order[1];
'Building Contract'	the building contract or contracts for the carrying out of a Project entered into or to be entered into between the Client and the Contractor;
'CDM Regulations'	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including any Approved Code

[1] Insert the details of any other third party stakeholders with an interest in the project who will require the benefit of a warranty

	of Practice, amended or replaced from time to time by the Health & Safety Executive;
'Construction Act'	means the Housing Grants, Construction and Regeneration Act 1996, including any amendment, variation or re- enactment thereof;
'Construction Products Regulations'	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387)
'Contractor'	the contractor referred to in the Order or any other such contractor or contractors appointed or to be appointed by the Client under the Building Contract to execute all or any part of the Project;
'Documents'	all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with a Project using the standard of care set out at Clause 4.3;
'Duties'	the duties imposed on the Client under the CDM Regulations;
'Fee'	the fee set out in the Order;
'Funder'	a person providing finance in connection with any Project or a completed Project, whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
'Group Company'	means any subsidiary or holding company of the Client or another subsidiary or holding company of such company as subsidiary or holding company are defined in section 1159 Companies Act 2006;
'Insolvency Event'	means, where the Consultant is a body corporate any of the following occur: 1. When it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986; 2. On the appointment of an administrative receiver or a receiver or manager of its

property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;

3. On the passing of a resolution for voluntary winding up without a declaration of solvency under section 89 of that Act; or

4. On the making of a winding-up order under Part IV or V of that Act; or

Where the Consultant is a partnership it becomes insolvent:

1. On the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or

2. When sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors; or

The Consultant as an individual becomes insolvent:

1. On the making of a bankruptcy order against him under Part IX of the Insolvency Act1986; or

2. On the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors; and/or

The Consultant becomes insolvent if:

1. He enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or

2. (in the case the Consultant is a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to here; and

	any event analogous to any of the above occurs in any jurisdiction in which the Consultant is incorporated, carries on business or has any assets;
'Intellectual Property Rights'	the existing and future copyright, intellectual property rights and/or any other rights of a similar nature in the Documents (including without limitation patents, trademarks, designs, design rights, copyright, investments, trade secrets, know- how and confidential information) and all applications for protection of the same;
'Order'	an order in the form annexed at Appendix 1 issued to the Consultant by the Client calling off the Services for a Project and incorporating by reference the terms and conditions of this appointment;
'Playzone Programme'	the framework for the design and construction of Playzone pitches involving several Applicant Bodies for the first 40-50 Projects
'Professional Team'	the consultant or consultants referred to in the Order or such Professional Team as may be appointed from time to time in relation to a Project;
'Professional Team Appointments'	the appointments entered into between the Client and the various members of the Professional Team;
'Project'	the Project described in the Order;
'Services'	the services set out in Schedule 1;
'Third Party Agreements'	means all agreements relating to or affecting a Project or the Site which have been entered into or may be entered into by the Client and/or any Group Company from time to time and disclosed to the Consultant (whether on or before the date of this Appointment or after the date of this Appointment) including without limitation any agreement for lease, sale agreement and/or funding agreement and those (if any) set out in the Order;
'Site'	the land identified in the Order;
'Start Date'	the date the Consultant first performed any services in connection with this Appointment;
'VAT'	value added tax or any tax of a similar nature which may be substituted for or levied in addition to it if and when applicable;

'Working Days'	means any day except Saturday, Sunday and bank or other public holidays in England.

1.2 References to laws, statutes, byelaws, regulations, orders and delegated legislation shall include any law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating or made pursuant to the same.

1.3 References to clauses, schedules and appendices shall be references respectively to the clauses of and the schedules and appendices to this Appointment.

1.4 The Consultant acknowledges and confirms that in entering into this Appointment it has placed no reliance upon any statement, representation or warranty made or given by the Client which is not set out in this Appointment.

1.5 If any term, condition or provision of this Appointment is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Appointment.

1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Appointment and Key Personnel

2.1 The Client appoints the Consultant to provide the cost consultant/QS and contractor administrator consultancy services to facilitate the Playzone Programme and each Project.

2.2 Regardless of the date of this Appointment it shall be effective from the Start Date.

2.3 The Consultant acknowledges that it has full knowledge of the scope of the Project.

2.4 The Consultant shall provide the key personnel identified in the Order. No change may be made to the identity of any of the key personnel without the prior written approval of the Client.

2.5 The Client may require (but not vexatiously) the removal of any of the Consultant's personnel (including any of the key personnel referred to in the Order) from the Site or from any further participation in the Project.

2.6 The Consultant shall comply with any reasonable instructions issued by the Client in respect of any matter connected with the Project and the Services save that if in the performance of the Services the Consultant has discretion exercisable as between the Client and the Contractor the Consultant shall exercise its discretion independently and fairly and keep the Client informed as to any discretion it exercises.

3. Conduct

3.1 This Appointment requires the Parties to each adopt and encourage collaborative behaviour and to seek to identify and eliminate any behaviour which is found to be uncollaborative.

3.2 It is expected that all members of a Project team will be the best people for the required Services and the Client expects team members to stay involved and committed to a Project until its completion (or otherwise for the duration of their employment by the Consultant).

3.3 The Consultant shall ensure that no Services are performed in a manner which might bring the Client into disrepute.

4. **Performance of Services**

4.1 The Consultant shall perform the Services in compliance with this Appointment.

4.2 In performing the Services the Consultant shall comply with the brief, budget and programme requirements for the Playzone Programme and each Project provided by the Client, as those may reasonably be adjusted from time to time. If the Consultant becomes aware of any circumstances which may prevent a Project from proceeding according to those requirements, then the Consultant is to notify the Client in writing immediately.

4.3 Subject always to complying with the requirements under the CDM Regulations, in performing the Services the Consultant shall exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced designer of the applicable discipline in carrying out equivalent services for developments of a similar size, scope, complexity, value and purpose to the Playzone Programme and each Project.

4.4 The Consultant shall at all times keep the Client fully and properly informed of all aspects of the progress and execution of the Project and provide such information and advice to the Client and such other persons as the Client may reasonably require or as may be appropriate and in particular give the Client notice of any requirement for instructions sufficiently in advance (in any event not less than 7 days' notice) to enable internal consultation to take place so that a Contractor and the Professional Team are not prevented or delayed in their work.

4.5.1 Not used

4.5.2 The Consultant shall liaise with the Professional Team and a Contractor, any sub-contractors and suppliers for the co-ordination and integration of their respective services with the Consultant’s Services for each Project.

4.6 The Client (and no other member of the Professional Team) shall be entitled to instruct variations to the Services. A variation to the Services may include the omission of work and such omitted work may be carried out by others, the Client, or by others engaged by the Client. Where the Client instructs such an omission a fair and reasonable adjustment shall be made to the Fee but the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance or other similar losses) arising out of that omission.

4.7 Notwithstanding anything to the contrary in this Appointment any additional services and/or works required as a result of any negligence or other breach of this Appointment by the Consultant shall be provided without cost to the Client.

4.8 The Consultant warrants that it has not specified and shall not specify or approve for use in the Project any substances, materials, equipment, products, kits, building practices or techniques not in conformity with any relevant British Standard or codes of practice or which

are generally known or which ought to have been known by the Consultant at the time of specification or approval for use to be deleterious to health and safety of any person or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used and/or have been supplied or placed on the market in breach of the Construction Products Regulations and shall use the standard of care referred to in Clause 4.3 to notify the Client should the Consultant become aware of any use of such materials in the performance of its inspection duties under this Appointment (if any) to ensure that no such materials are used in the Project.

4.9 The Consultant warrants to the Client that the Consultant has used and will continue to use the level of skill, care and diligence set out in Clause 4.3 to ensure that the Documents supplied or prepared by the Consultant shall meet the requirements of the Client.

4.10 The Consultant shall not make any alteration or addition to or omission from the Services nor the design of the Project without the prior written consent of the Client nor except in an emergency (save for a health and safety related emergency (**'health and safety emergency'**)) issue any instruction, give any approval or do any other thing which would or may materially increase the cost of the Project or affect the programme without the Client's prior written approval. The Consultant shall notify the Client promptly, time being of the essence, of the actions taken by the Consultant following such a health & safety emergency, and shall notify the Client promptly where design or Services related changes are required due to health and safety reasons (but excluding a health & safety emergency) and/or to ensure compliance with the CDM Regulations.

4.11 The Consultant shall liaise as necessary with any sub-contractors and/or suppliers to the intent that the overall design of a Project shall be fully integrated.

4.12 The Consultant shall:

(a) perform its duties under this Appointment so that no act, omission or default shall constitute, cause or contribute towards a breach of duties and obligations of the Client and/or a Group Company under any or all of the Third Party Agreements and/or any Building Contract; and

(b) comply with procedures laid down in any or all of the Third Party Agreements for drawdown of funding (where applicable) and for the approval of or changes in design, specifications or materials and for the inspection of a Project prior to the issue of any certificates of practical completion or certificate of making good defects under any Building Contract.

4.13 The Consultant shall visit the Site as often as is necessary to ensure the proper performance of the Services throughout the period from the date of possession specified in a Building Contract to the date of practical completion of a Project under the Building Contract. The Consultant shall further ensure that observations of the Site shall be made by the Consultant at appropriate intervals agreed with the Client for each Project; and shall participate in project meetings and/or any other meetings on or near the Site as and when reasonably required.

4.14 Coordination and supply of information and duties of the Client

(a) The Client acknowledges that it is responsible for the Duties imposed by the CDM Regulations and that in delivering the Duties it is relying on the guidance and assistance of the Consultant to assist the Client in complying with its Duties.

(b) The Client must provide to the Consultant such information in the possession of the Client and assistance as the Consultant may reasonably require for the performance of the Services and shall use reasonable endeavours to procure that the Professional Team and any Contractor engaged do so likewise, provided that the Consultant requests such information and assistance in sufficient time and acts reasonably.

5. **Fees and Payment**

5.1 Subject to the proper performance by the Consultant of its obligations under this Appointment and to Clause 12 (Termination and Suspension) the Client shall pay or procure the payment to the Consultant of the Fee in respect of the Services. [The Fee shall be calculated in accordance with the rates/Consultant price framework detailed in Schedule 2 hereto and these rates are fixed for the duration of this Appointment unless otherwise agreed by the Client.] The Fee also includes all expenses, overheads and disbursements of the Consultant.

5.2 The Client shall pay to the Consultant an additional fee in respect of any further services instructed in writing by the Client any such additional fee to be agreed between the Client and the Consultant prior to compliance with the written instruction. If no prior written agreement is reached in respect of an additional fee the Consultant shall carry out the additional services in any event and be entitled to a fair and reasonable additional lump sum. The Consultant warrants to the Client that the Consultant has used and will continue whilst performing the additional services to use the level of skill, care and diligence set out in Clause 4.3 to carry out the additional services. The Consultant shall keep such records as may be reasonably necessary to support any payment for additional fees.

5.3 The Fee plus applicable value added tax (where applicable) shall be paid in the monthly instalments and/or stages as set out in the Order.

5.4 The Consultant submits a written application for payment on the dates stated in the Order or as the case may be, the occurrence of any other event or after the completion of the relevant stage as referred to in the Order which under the terms of this Appointment gives rise to an entitlement to payment. Any payment provided for in this Appointment shall become due:

(a) 7 days after such written application for payment is received by the Client; or (if later),

(b) the receipt by the Client of a VAT invoice (or its equivalent) together with any supporting documents that are reasonably necessary to check the invoice.

and such written application for payment pursuant to sub-clause 5.4(a) and 5.4(b) shall specify the sum that the Consultant considers will become due on the payment due date and the basis on which that sum is calculated.

5.5 The Client shall not later than 5 days of the payment becoming due issue to the Consultant a payment notice specifying the amount of any payment or payments which he considers to be due and the basis on which it is or they are calculated (the notified sum).

5.6 The final date for the making of any payment shall be 30 days after the date on which that payment becomes due.

5.7 Subject to Clause 5.9 and unless the Client has served a notice under Clause 5.8 it shall pay the sum referred to in Clause 5.5 (or if notice has not been served under Clause 5.5, the sum referred to in the invoice served by the party in Clause 5.4) on or before the final date for payment of each invoice.

5.8 The Client may not pay less than the notified sum due under this Appointment as referred to Clause 5.7 unless not less than two days before the final date for payment (in this Clause 5 the 'prescribed period') he has given a notice to the Consultant that it intends to pay less than the notified sum (a 'pay less notice'). Any pay less notice shall set out the sum the payer considers is due on the date the pay less notice is served and the basis on which that sum is calculated.

5.9 If the Consultant becomes Insolvent (as defined under Section 113 of the Construction Act) after the prescribed period the Client shall not be required to pay the Consultant.

5.10 For the purposes of Clause 5, where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date and where the period would include Christmas Day or Good Friday or a day which is a public holiday in the country in which the Site is located then that day shall be excluded.

5.11 If the Client fails to pay the amount, or any part thereof, due to the Consultant by the final date for payment, the amount remaining unpaid shall bear simple interest only at the rate of two per cent (2%) over the Bank of England base rate current at the date that the payment became overdue which the parties agree shall be a substantial remedy within the meaning of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Intellectual Property

6.1 The Consultant grants to the Client with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Playzone Programme and a Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, marketing reinstatement, repair, modification, extension, use, letting, sale and fitting out of a Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Client or any sub-licensee or permitted assignee of the Client for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.

6.2 The Consultant warrants and undertakes to the Client that the licence granted by Clause 6.1 does not and will not infringe any Intellectual Property Rights, and indemnifies the Client in respect of any legal liability and related costs arising or in connection with such infringement.

6.3 The Consultant shall, if so requested by the Client at any time (including upon the termination of the Consultant's engagement under this Appointment), give the Client access to the negatives and/or copies of all Documents subject in the latter case to the Client paying the Consultant's reasonable copying charges.

6.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

7. **Assignment**

7.1 The Client may assign (without the Consultant's consent) the rights and/or benefits under this Appointment:

(a) on two occasions to any person or entity; and

(b) without counting as an assignment under Clause 7.1(a):

(i) by way of security to a Funder (including any reassignment on redemption of security); or

(ii) to and from a Group Company.

7.2 The Consultant shall not assign, novate or otherwise transfer this Appointment (whether in whole or in part) or any right or obligation under it (whether or not accrued) without the prior written consent of the Client.

7.3 The Consultant shall not contend in defence of any proceedings by the beneficiary of any assignment under this Appointment or otherwise that the Consultant's liability to the beneficiary of any assignment is affected or diminished where the Client has suffered no loss or a loss different from the beneficiary of any assignment by reason of any breach of this Appointment by the Client.

8. **Sub-letting**

8.1 The Consultant shall not sub-contract the performance of any of the Services without the Client's prior written consent. The Consultant shall be responsible for any services it sub-contracts to a third party as if it had performed those services itself.

8.2 Notwithstanding any sub-contracting pursuant to Clause 8.1, the Consultant shall be responsible for:

(a) checking the work carried out by any sub-consultant or third party to ensure that it complies with the overall design intent; and

(b) the co-ordination and integration of such work into the design of a Project.

8.3 The appointment of any third party to carry out any design work on behalf of the Consultant shall not in any way relieve the Consultant of its obligations under this Appointment.

9. **Insurance**

9.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under this Appointment for an indemnity limit of no less than £5,000,000.00 in respect of any one occurrence from the date of this Appointment until the date which is twelve years after the date of practical completion of each Project under the applicable Building Contract (or 12 years from termination of this Appointment if earlier) subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the

Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.

9.2 The Consultant shall Immediately give notice to the Client in the event of any inability or failure to effect or maintain any such policy required by this Clause 9 in order that the Client and the Consultant can discuss reasonable means of protecting the Client whereupon the Consultant shall then take such reasonable steps as may be requested by the Client;

9.3 Within 5 Working Days of issue of an Order and thereafter on request, the Consultant shall produce to the Client from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

9.4 The insurance referred to in Clause 9.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

10. **Deeds of Collateral Warranty or Third Party Rights**

10.1 The Consultant shall within 7 Working Days of the Client's request so to do enter into (and shall procure from its sub-consultants, if any, if and when requested) deeds of collateral warranty in favour of any one or more of the Beneficiaries, and such deeds of collateral warranty to be in the form set out in Appendix 2 subject only to such reasonable amendments as may be agreed by the Client. If the Consultant fails to procure the execution and delivery of any collateral warranty pursuant to this clause then notwithstanding any other term of this Appointment, the Client may deduct such amount (if any) specified in the Order from the Fee or the sums that would otherwise be due to the Consultant under this Appointment, until the Consultant procures such execution and delivery.

10.2 Instead of deeds of collateral warranty pursuant to Clause 10.1 of this Appointment, the Client may, in its absolute discretion, grant the rights referred to in Appendix 4 in favour of any one or more of the Beneficiaries. Such a notice shall be in the form set out in Appendix 3 and take effect on the date of the notice. The Client’s notice shall state the name of the person to whom the rights are granted and details of how they constitute a Beneficiary. For the avoidance of doubt where a Beneficiary has been provided rights pursuant to this Clause 10.2 in respect of a Project that same Beneficiary shall not be entitled to a deed of collateral warranty pursuant to Clause 10.1 for the same Project.

10.3 Where third party rights have been vested under clause 10.2 of this Appointment the rights of the Client and/or the Consultant to:

(a) terminate the Consultant's engagement under this Appointment (whether under Clause 12 or otherwise), or to agree to rescind this Appointment;

(b) agree to amend or otherwise vary or to waive the terms of this Appointment; or

(c) agree to settle any dispute or other matter arising out of or in connection with this Appointment on such terms as they shall in their absolute discretion think fit,

shall not be subject to the consent of any Beneficiary.

10.4 The parties acknowledge that following commercial discussions between the parties in respect of this Appointment, including in relation to the Client's legitimate interests in

undertaking the Project, the Consultant agrees that the Client is entitled to deduct the sums pursuant to Clause 10.1 of this Appointment (the 'Provision') in accordance with that Provision. The Consultant acknowledges that any such deduction is not a secondary obligation that imposes a detriment on the Consultant which is out of proportion to the legitimate interests of the Client in the enforcement of the Provision or this Appointment, and any sum which may be deducted is not extravagant, exorbitant or unconscionable. The parties further acknowledge that they have taken legal or other professional advice in respect of this Appointment, and that both parties have comparable bargaining power.

11. **Contracts (Rights of Third Parties) Act 1999**

Subject to Clause 10, this Appointment shall not be construed as providing or purporting to confer a benefit on any party who is not a party to this Appointment.

12. **Termination and Suspension**

12.1 If the Consultant fails to comply with any of the provisions of this Appointment and fails to rectify such non-compliance within 14 days of a written notice from the Client requiring rectification then the Client may give the Consultant a further written notice terminating the Consultant's employment under this Appointment forthwith or at such other time as may be specified in that notice, or the Consultant suffers an Insolvency Event then the Client may by giving no less than five (5) Working Days' notice in writing terminate the Consultant's employment under this Appointment.

12.2 The Client shall be entitled at any time in its absolute discretion to terminate the employment of the Consultant under this Appointment by giving no less than 28 days' notice in writing.

12.3 The Client may by notice in writing suspend the performance of all or part of the Services.

12.4 In the event of termination under Clauses 12.1 or 12.2 or suspension under Clause 12.3 the Consultant shall take all steps necessary to ensure a safe termination or suspension of the Services.

12.5 In the event of a suspension of the Services under Clause 12.3, the Client may by a written notice require the Consultant to resume the performance of the Services and the Consultant shall as soon as reasonably practicable then resume the performance of the Services.

12.6 In the event of a suspension of the Services for longer than 6 months, the Consultant may request in writing that the Services be resumed. Unless written instructions to resume are given by the Client within 28 days after the Consultant's request, the employment of the Consultant shall determine upon the expiry of that 28 day period.

12.7 Subject to Clause 12.8 in the event of termination under Clause 12.1, 12.2 or 12.6 or upon suspension of the Services under Clause 12.3, the Consultant shall be entitled to:

(a) any instalment of the Fee due and owing at the time of termination or suspension and a fair and reasonable proportion of the next instalment of the Fee to become due following the date of termination or suspension having regard to the Services which have been provided by the Consultant prior to termination or suspension;

(b) such reasonable costs and expenses as are reasonably incurred by the Consultant in relation to such suspension provided that the Consultant has taken all reasonable

steps to minimise and prevent such costs and expenses and provided further that this Clause 12.7(b) shall not apply in the event of termination or suspension by reason of non-performance of and/or breach by the Consultant.

12.8 In the event of termination pursuant to Clause 12.1 or suspension of the Services under Clause 12.3 by reason of non-performance of and/or breach by the Consultant of the terms of this Appointment, no monies shall be payable to the Consultant until the Client has ascertained the amount of any direct loss and/or damage caused to the Client by the termination or suspension by reason of non- performance or breach by the Consultant of the terms of this Appointment and the Client shall be entitled to deduct the same from any monies otherwise due in accordance with Clause 12.7 or to claim the same from the Consultant as a debt.

12.9 Except as set out in Clause 12.7 the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance, loss of contract or other similar losses) arising out of the suspension of the Services or the termination of the Consultant's employment under this Appointment.

12.10 Upon any termination or suspension of the Appointment the Consultant shall if required by the Client forthwith deliver to the Client the Documents (whether in the course of preparation or completed).

12.11 Termination of the Consultant's employment under this Appointment shall not affect the accrued rights and remedies of either party in relation to any negligence omission or default or breach of contract of the other party prior to such termination and the provisions of this Appointment shall continue to bind the parties for as long as necessary to give effect to their respective rights and obligations.

13. Compliance

The Consultant shall perform the Services in accordance with all applicable legislation and comply with all statutory duties relating to the Services and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has jurisdiction over a Project or with whose systems a Project is or will be connected, including, without limitation, the duties of a designer and (if applicable) principal designer under the CDM Regulations.

14. Notices

14.1 Any notice to be given under this Appointment shall be in writing and shall be deemed to be duly given if delivered to the parties' address and number for service as set out in the Order.

14.2 Notices shall be delivered by:

(a) hand; or

(b) pre-paid registered or recorded delivery mail

14.3 Notices and communications shall be deemed to have been delivered or received in the case of:

(a) hand delivery on the date of delivery;

(b) pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted

a notice given under this Appointment is not valid if sent by email.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. **Entire Agreement and Severability**

15.1 This Appointment sets out the entire agreement between the Consultant and the Client and replaces all prior agreements and understandings. All additions, amendments and variations shall be binding only if in writing and signed by duly authorised representatives of the Client and the Consultant.

15.2 If any provision of this Appointment is declared to be invalid or unenforceable it shall not affect the validity or enforceability of the remaining provisions of this Appointment.

16. **Dispute Resolution**

16.1 Subject to Clause 16.3, if any dispute or difference arises out of or in connection with this Appointment the parties shall endeavour in good faith to resolve it by negotiation and without excessive formality within five (5) days of a written notice setting out the nature of such dispute or difference.

16.2 If the parties are unable to resolve their dispute or difference in accordance with Clause 16.1 then the parties may attempt to settle it by mediation in accordance with the Centre for Dispute Resolution's Model Mediation Procedure.

16.3 If a dispute of difference arises under this Appointment which either party wishes to refer to adjudication, the Technology and Construction Solicitors Association (TECSA) Adjudication Rules current at the date of the referral (or if there is no current version the previous version) shall apply and the nominating body shall be the President or Vice President for the time being of TECSA.

17. **Law**

This Appointment shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Appointment or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of such enforcement proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18. **Partnership**

If the Consultant is a partnership then each partner shall be jointly and severally liable. The term Consultant shall be deemed to include any additional partner or partners who may be admitted into the partnership of the Consultant during the currency of this Appointment. This

Appointment and the liabilities of the Consultant in this Appointment shall not automatically terminate upon the death, retirement or resignation of any one or more of the partners or upon the admission of an additional partner or partners to the Consultant.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[Execution blocks]

Schedule 1 The Services

All the Services that would reasonably be expected of a cost consultant and contract administrator experienced in carrying out services for projects of a similar size, scope, value, character and complexity to the Playzone Programme and each Project including, without limitation:

[Insert Cost Consultant and Contract Administrator services plus any other FMC Services]

Schedule 2 Consultant Price Framework

[Insert or cross refer to any specific Consultant's Price Framework detailed in its tender].

Appendix 1 Form of Order

Form of Order

Date of Order	
Between	
[**The Football Foundation**] (the **"Client"**)	[Insert Name] (the **"Consultant"**)

Project: [ ]	Site: [ ]
Applicant Body: [ ]	

This Order is made in accordance with the agreement dated ……..20[ ] (the **"Appointment"**) and made between the Client and the Consultant for the provision of Services as defined in Appointment, subject to any variations set out in this Order.

Project Documents

This Order shall be read in conjunction with, and shall incorporate the provisions of the Appointment. The Consultant is appointed to undertake the required Services for the above named Project in accordance with the Project Documents as listed below:
(i) This Order (ii) The Appointment

Variations

This Order constitutes an instruction by the Client to add, omit and/or vary the Services (pursuant to clause 4.6 of the Appointment) and/or to add, amend and/or vary the terms of the Appointment (pursuant to clause 15.1 of the Appointment) in the following ways: [*insert details of any project specific variations, additions, omissions to the Services and/or the terms of the Appointment*]

Contractor

The Contractor in respect of the Project is: [ ]

Professional Team

The Professional Team in respect of the Project is: [*include details of any other applicable members of professional team*]

Third Party Agreements

The Third Party Agreements include: [*include details of particular third party agreements*]

Scope of Services

The Consultant shall be required to provide the Services as defined in the Appointment, subject to any variations, additions and/or omissions set out in this Order.

Fee

The Consultant will provide the required Services for the following agreed fee [£] (**"Fee"**) payable in accordance with the Appointment and the following schedule of interim and/or stage payments (**"Payment Schedule"**): [*Insert details of payment schedule*] The following expenses shall not be included in the Fee: [*Insert details of additional expenses*]

Consultant's Key Personnel

The Consultant's key personnel are: [ ]

Address for service of notice

The Client's address for service of notice is: [ ]

or such other address for service as the Client may have previously notified to the Consultant

The Consultant's address for service of notice is: [ ]

or such other address for service as the Consultant may have previously notified to the Client

Collateral Warranties/Third Party Rights

The Beneficiaries are: [ ]

Amount to be deducted pursuant to clause 10.1 of the Appointment: [£] per warranty

Insurances

The Consultant shall maintain:

(a) professional indemnity insurance in accordance with clause 9.1 of the Appointment or, alternatively, in the amount of £[5,000,000.00] for each and every claim / for any one occurrence or series of occurrences arising out of one event / [with sub-limits of [ ] for [ ] in the annual aggregate; and

(b) public liability insurance in the amount of £[10,000,000.00] for each and every claim / for any one occurrence or series of occurrences arising out of one event.

Entire Agreement

This Order, together with the documents referred to in it and/or attached to it, and in particular but without prejudice to the generality of the foregoing, the Appointment constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters. This Order shall be effective and binding on the signature and issue by the Client.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[Execution Blocks as a Deed]

Appendix 2 Deed of Collateral Warranty

[See Template form of Collateral warranty appended hereto]

Appendix 3 Third Party Rights Vesting Notice

To: [Insert name and address of Consultant]

By registered post

Dated: 20

Dear Sirs

Re **Your appointment as [ ] (the Appointment) in respect of [insert Project details] at insert Site address] (the Property)**

We write on behalf of The Football Foundation (the Employer) in respect of your Appointment on the above Project dated [ ].

In accordance with the terms of your Appointment we hereby give notice on behalf of the Employer that the benefit of the rights contained in Appendix 4 of the Appointment in favour of a Beneficiary shall vest in [***insert name of Beneficiary***], as [***insert class of Beneficiary***] of the Property as from the date of this notice.

You are not required to respond to this notice but we would be grateful if you could please acknowledge receipt.

Yours faithfully

[ ]

Appendix 4 Third Party Rights

Third Party Rights from the Consultant in favour of a Beneficiary

1. **Comply with the Appointment**

1.1 The Consultant warrants to the Beneficiary that:

(a) it has performed and complied, and shall continue to comply, with its obligations under the Appointment, including its obligations to:

(i) carry out and fulfil, in all respects, the duties of a designer and/or (if applicable) principal designer under the CDM Regulations.

(b) it has exercised and shall continue to exercise the Required Standard:

(i) when performing the Services.

(ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use.

(iii) to perform the Services and prepare all Documents for those elements of the Project for which the Consultant is responsible according to the programme or, in the absence of a programme, in sufficient time to facilitate the efficient progress of the Project; and

(iv) to ensure that the Services comply with all planning agreements, permissions and conditions, where applicable;

(c) it has complied with any:

(i) Act of Parliament

(ii) instrument, rule or order make under any Act of Parliament; and

(iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected.

1.2 The Consultant shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Consultant's professional responsibilities in relation to the Project provided that the Consultant has no greater liability towards the Beneficiary than it would have if the Beneficiary had been named in the Appointment as the joint client (save in respect of set-off and counterclaim).

1.3 The Consultant's duties or liabilities to the Beneficiary shall not be negated or diminished by:

(a) any approval or inspection of:

(i) the Property; or

(ii) the Project; or

(iii) any designs or specifications for the Property or the Project;

(b) any testing of any work, goods, materials, plant or equipment; or

(c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client

1.4 These rights shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

2. **No instructions to consultant by beneficiary**

The Beneficiary may not give instructions to the Consultant under these rights.

3. **Copyright**

3.1 The Consultant grants to the Beneficiary with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.

3.2 The Consultant warrants and undertakes to the Beneficiary that the licence granted by Clause 3.1 does not and will not infringe the Intellectual Property Rights of any third party.

3.3 The Consultant shall, if so requested by the Beneficiary at any time (including upon the termination of the Consultant's engagement under the Appointment), give the Beneficiary access to the negatives and/or copies of all Documents subject in the latter case to the Beneficiary paying the Consultant's reasonable copying charges.

3.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

4. **Professional Indemnity Insurance**

4.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under the Consultant's Appointment for an indemnity limit of no less than £[5,000,000] in respect of each and every claim in accordance with the Appointment until the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.

4.2 The Consultant shall immediately give notice to the Beneficiary in the event of any inability or failure to effect or maintain any such policy required by this Clause 4 in order that the Beneficiary and the Consultant can discuss reasonable means of protecting the Beneficiary

whereupon the Consultant shall then take such reasonable steps as may be requested by the Beneficiary.

4.3 On request, the Consultant shall produce to the Beneficiary from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

4.4 The insurance referred to in Clause 4.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

5. **Liability period**

The Beneficiary may not commence any legal action against the Consultant under these rights after 12 years from the date of practical completion of the Project under the Building Contract.

6. **Assignment**

6.1 The Beneficiary may assign the benefit of these rights (without the Consultant's and/or the Client's consent):

(a) on two occasions to any person with an interest in the Project; and

(b) without counting as an assignment under Clause 6.1(a):

(i) by way of security to a Funder (including any reassignment on redemption of security); or

(ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

6.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

6.3 The Consultant shall not contend that any person to whom the benefit of these rights are assigned under Clause 6.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to notice vesting these rights. Notwithstanding any other provisions of these rights, the Consultant agrees that it shall not be entitled to contend in defence of proceedings under these rights or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that the Client has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the Consultant.

7. **Notices**

The provisions of the notices clause of the Appointment shall govern the service of notices pursuant to this schedule subject to any references to the Appointment being deemed to be references to this schedule.

8. **Governing law and jurisdiction**

These rights and undertakings shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this schedule or its subject matter or formation (including non-contractual disputes or claims).

Part 2
Employer's Requirements

Volume 2
Contract

Schedule 5: Template Documents

Part 2, Employer's Requirements

Contract Ref:	T10430-1
Date:	January 2023
Issue:	1

Document Control

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Appendix F	Parent Company Guarantee
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1. Project Particulars

1.1. The Project

1.1.1. To design, supply and install new PlayZones pitch and associated works including the following at [insert site address]:-

- Provision of new PlayZones pitch
- Provision of associated works in connection with the installation of a new PlayZones Pitch

1.2. Description of the Works

1.2.1. The works shall comprise of the following:-

- [insert details of work as a bullet point list of activities]
- [insert details of work as a bullet point list of activities]
- [insert details of work as a bullet point list of activities]
- [insert details of work as a bullet point list of activities]

1.2.2. Specific details for the project are provided at **Appendix A – Project Brief**.

1.2.3. The term "The Works" shall mean the whole of the Works envisaged by this Contract, including, unless expressly stated otherwise, the Works of Local Authorities and Statutory Undertakings carrying out diversions, extensions and abandonment of, and connections to, mains and services.

1.2.4. The Contractor will be required to coordinate the works of specialist contractors who will either be employed directly by the Employer or who will be a named sub-contractor.

1.3. Project Brief

1.3.1. See **Appendix A – Project Brief**.

1.4. Project Specification

1.4.1. See **Appendix B – Project Specification**.

1.5. Project Timetable

1.5.1. The key project milestone dates are set out in **Appendix A – Project Brief**.

2. Contract Particulars

2.1. Form of Contract

2.1.1. The articles of Agreement and Conditions of Contract will be the **[insert details].**

2.2. Contract Amendments

2.2.1. The Contractor is to allow for compliance with the clauses in the Standard Form, together with the amendments set out at **Appendix C – Contract Amendments**.

2.2.2. The following documents are also required to be entered into [delete as necessary]:-

- Performance Bond, see **Appendix D – Performance Bond**
- Sub-Contractor/Sub-Consultant Warranty, see **Appendix E – Sub-Contractor/Sub-Consultant Warranty**
- Parent Company Guarantee, see **Appendix F – Parent Company Guarantee**

2.3. Names of the Parties

2.3.1. The Employer shall be: [insert Employer's name and address]

2.3.2. The Employer's Agent shall be: [insert Employer's Agent's name and address]

2.3.3. The Principal Designer shall be: [insert Principal Designer's name and address]

2.3.4. The Principal Contractor shall be; [insert Principal Contractor's name and address]

3. Site Particulars

3.1. Site Location/Information

3.1.1. [Insert site address and location]

3.2. Site Restrictions

3.2.1. To Be Confirmed with the Local Authority / Highways Department

3.2.2. [insert details relating to any other site restrictions]

3.3. Visiting Site

3.3.1. Site visits for the purpose of tendering/site investigation are strictly by appointment only.

3.3.2. Site visits must be arranged by contacting [insert details of the relevant person able to provide access].

3.4. Contractor's Site Compound

3.4.1. The site compound must be sited in positions to enable the [insert details of the Employer] to carry out their day to day business and not conflict with essential activities of the [insert details of existing facility, i.e. school/club etc.] Please identify the site compound on your Traffic Management plan with your tender return.

3.4.2. [Insert details of location of a contractor's site compound and any limitations]

3.5. Existing Mains/Services

3.5.1. There is no information regarding existing mains, services and drains. The Contractor must locate the exact position of all existing mains, services and drains before commencing work whether shown on the drawings or not. It will be the Contractor's responsibility to satisfy himself as to the accurate location of services on site before commencing work.

3.6. Access to Site

3.6.1. Access will be via public thoroughfares.

3.6.2. Reasonable means of pedestrian/vehicular access must be maintained for building users, visitors and the public during the execution of the works. The works will be carried out to cause the minimum inconvenience possible. This must include guarding works against injury to children, school staff, visitors to the school and the general public.

3.6.3. Access to site is not to be blocked by the Contractor's vehicles, plant or materials.

3.7. Adjoining Properties

3.7.1. If execution of the works requires entry onto an adjoining property, the Contractor must obtain permission from the occupier of the adjoining property and not trespass.

3.8. Parking

3.8.1. No on-site parking will be provided, and contractors vehicles may only park in designated area on the public highway.

3.8.2. The Contractor is not to park, or allow his servants, agents, employees or sub-contractors to illegally park any motor vehicle or motorcycle upon the public highway and footpaths, fire-paths, areas or grassed areas. Pre-allocated car parking may only be used when the driver has obtained a parking permit.

3.8.3. The Contractor shall take all reasonable steps necessary; including alternative means of transport for delivery of operatives and materials, to mitigate the impact of any such parking restrictions and other traffic controls etc. congestion charges. The Employer shall not make any additional payments in respect of meeting the requirements of this clause.

3.9. Use of Sites

3.9.1. Do not use the site for any purpose other than carrying out the work. Do not obstruct emergency access routes.

3.9.2. The Contractor will be required to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Tasks.

3.10. Risks to Health & Safety

3.10.1. The nature and condition of the site cannot be fully and certainly ascertained before being opened up. The Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the work.

3.11. Noise Control

3.11.1. The Contractor's attention is drawn to the Control of Pollution Act 1974 with particular reference to the control of noise on construction sites (part III, Section 60 and 61) and to the Control of Noise (Code of Practice for Construction Sites) Order 1975 (Statutory Instrument 1975 No 2115). Prior Consent under Section 61 of the Act has not been sought and the Local Authority's requirements as to noise levels etc. on the site is not known.

4. Tendering Instructions

4.1. Tender Award Procedures

4.1.1. The Contactor shall respond to the "Project Brief" and these Employer's Requirements and submit an outline project plan and budget for the works.

4.1.2. The Employer's Agent will execute a contract between the Employer and Contractor to undertake "Pre-Construction Services".

4.1.3. The Contractor shall then work collaboratively with the Project Team to develop the "Design" and undertake supply chain tendering to reach the "Contract Sum" prior to the commencement of the building works.

4.1.4. The Employer's Agent will issue a "Notice to Proceed" to commence the construction works.

4.2. Site Visit and Conditions

4.2.1. The Contractor will be deemed to have visited the site and to have satisfied himself as to the nature, extent and the character of the work, the supply of and conditions affecting labour, materials and any other matters, which may affect the carrying out of the work.

4.2.2. The Contractor must ascertain any requirements concerning access to the site standing vehicles and any restricted times or places for unloading or any other matters affecting the carrying out of this contract.

4.3. Extent and Character of Works/Access/Approaches

4.3.1. The Contractor shall be deemed to have ascertained the full extent and character of the works, approaches, access and space available for storage, etc. and what restrictions are imposed on his freedom or choice to carry out the work in order that and by such methods as he would otherwise consider to be the most appropriate.

4.4. Quality Control Resources

4.4.1. A statement must be submitted within one week of the request to do so describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the works, including the work of sub-contractors. The

statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.

4.5. Contractors Responsibilities for Sub-Contractors

4.5.1. The Contractor shall be responsible for the observance of the terms, provisions and conditions of clauses in the contract by sub-contractors employed by the Contractor in the execution of this Contract and shall notify the Client of the names and addresses of all such sub-contractors. Without prejudice to the generality of the foregoing the Contractor shall impose and enforce like requirements on every sub-contractor engaged by him in or about the execution of the Contract works. Failure or neglect on the part of the sub-contractor to perform and observe such terms, provisions and conditions or any one or more of them shall be deemed to be failure or neglect of the Contractor to perform and observe the said terms, provisions and conditions to the intent that all the rights, powers and remedies reserved to the Client by this Contract or otherwise in such event shall apply accordingly.

5. Provision, Content and Use of Documents

5.1. Definitions and Interpretations

5.1.1. IN WRITING: When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing. No responsibility can be accepted for verbal instructions not confirmed in writing in accordance with the Contract.

5.1.2. APPROVAL (and words derived there from): means the approval in writing of the Employer's Agent unless specified otherwise.

5.1.3. PRODUCTS: means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the works.

5.1.4. EQUIVALENT PRODUCTS:

- Wherever products are specified by proprietary name and the phrase 'or equivalent' is not included, it is to be deemed included.
- Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify the Employer's Agent and, when requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance. Submit certified English translations of any foreign language documents.
- Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specification and manufacturer's guarantees as required by the Employer's Agent.

5.1.5. Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the

European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose, compatibility with adjacent construction, availability of compatible accessories and where relevant, the appearance. In advance of ordering notify the Employer's Agent of all such substitutions and, when requested, submit for approval documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

5.1.6. MANUFACTURER AND REFERENCE: Where used in this combination:

- 'Manufacturer' means the firm under whose name the particular product is marketed.
- Reference' means the proprietary brand name and/or reference by which the particular product is identified.

5.1.7. SIZES: Unless otherwise stated:

- Products are specified by their co-coordinating sizes.
- Cross section dimensions of timber shown in drawings or in any other documents are nominal sizes before any required planning.

5.1.8. FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.

5.1.9. SUPPLY AND FIX: Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.

5.2. Terms used in Refurbishment/Alteration

5.2.1. REMOVE: means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipe work, wiring, ductwork or other services.

5.2.2. KEEP FOR REUSE: means:

- During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.

- Stack neatly, adequately protect and store until required by the Client or for use in the works as instructed.

5.2.3. REPLACE: means:

- Remove the stated existing components, features and finishes.
- Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
- Make good as necessary.

5.2.4. REPAIR: means carry out local remedial work to components, features and finishes as found in the existing building, including replacement of ancillary parts or components. Re-secure or refit as necessary and leave in a sound and neat condition. It does not include:

- Complete replacement of major components.
- Redecoration.

5.2.5. MAKE GOOD: means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include:

- Replacement of components or parts of components.
- Redecoration.

5.2.6. EASE: means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.

5.2.7. TO MATCH EXISTING: means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance.

5.3. Documents Provided by Contractor/Sub-contractor/Suppliers

5.3.1. PRODUCTION INFORMATION: must be provided by the Contractor as follows:

- Submit to the Employer's Agent for comment not less than one week before the date for completion and make any necessary amendments

- Submit sufficient copies of final version to Employer's Agent for distribution to all affected parties

5.3.2.

5.3.3. TECHNICAL LITERATURE: The Contractor is to keep copies of the following on site, readily accessible for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant BS Codes of Practice.
- BSI Handbook with all current revision sheets included and superseded sheets removed.
- Those parts of BS 8000 Workmanship on building sites which are involved in the specification

5.3.4. MAINTENANCE INSTRUCTIONS AND GUARANTEES:

- Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to Employer's Agent on or before Task Completion.
- Notify the Employer's Agent of telephone numbers for emergency services by Sub-Contractors after completion.

5.4. Documents and Vouchers

5.4.1. The Contractor shall retain for production as required by the Client all accounts, vouchers and documents relating to the Contract for a period of twelve years.

6. Management of the Contract

6.1. Supervision

6.1.1. The Contractor shall accept responsibility for coordination, supervision and administration of the Works, including sub-contracts.

6.1.2. The Contractor shall arrange and monitor a programme with each sub-contractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

6.1.3. The Contractor is to ensure that his identified managers and supervisors engaged on the Contract can be contacted by the Client by means of a mobile phone, and that the Contractor can contact his Supervisors and Operatives by mobile phone to communicate any changes of instruction that are necessary while on site.

6.1.4. When Orders and variations have been given by telephone, the Contractor shall immediately upon receipt thereof, apply for and obtain confirmation of such orders and variations in writing under the hand of the Employer's Agent/or via such IT systems as may be in place between the Client and Contractor.

6.1.5. The Contractor shall acknowledge and where practical fully respond to emails received from the Client within one working day. The Contractor is to immediately notify the Employer's Agent of any matters likely to delay a full response.

6.2. List of Authorised Officers

6.2.1. A list of Authorised Officers will be supplied to the Contractor before the commencement of the Contract. This list will be updated throughout the Term Programme to take account of changes in Authorised Officers of the Client.

6.2.2. Should the Contractor receive instructions/directions from persons not identified on the list of Authorised Officers, then the Contractor should refer the matter to the Employer's Agent for directions before commencing any tasks.

6.3. Programme

6.3.1. Before starting work on site, submit in an approved form a master programme for the Works, which must include details of:

- Design, production information and proposals provided by the Contractor/ sub-contractors/ Suppliers, including inspection and checking.
- Planning and mobilisation by the Contractor.
- Earliest and latest start and finish dates for each activity and identification of all critical activities.
- Running in, adjustment, commissioning and testing of all engineering services and installations.
- Work resulting from instructions issued in regard to the expenditure of any provisional sums.
- Work by or on behalf of the Employer and concurrent with the Contract. The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.

6.3.2. The Programme shall be formulated around the following criteria:

- The Contractor shall not commence works to any area without first having all materials that could reasonably be obtained on Site for the completion of the said works. Once started, work in each area shall be continuous.
- The Contractor shall allow in his Programme for arranging access to carry out necessary Schedules of Condition (If applicable) and the checking of all necessary dimensions prior to manufacture of any components.
- The Contractor will not be permitted to start works until the Programme has been produced by the Contractor and agreed with the Contract Administrator.
- The Contractor must allow for working with the property in occupation and for maintaining all services throughout the Contract.

6.4. Control of Costs

6.4.1. Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.

6.5. Advertising

6.5.1. Advertising in any form in, on or about the Contract is prohibited other than as may be specifically authorised in writing by the Client.

6.6. Insurance Claims

6.6.1. The Contractor will be responsible for dealing directly with the building owner/user and third parties in respect of those claims that arise out of the Contractor's actions. The Client would anticipate that an initial acknowledgement of the claim be sent to the building owner/user within 5 Working Days. The decision on liability should be communicated to the building owner/user within a reasonable time frame. Any settlements should be paid direct to the building owner/user.

6.6.2. Where claims involve personal injury, these must be dealt with in accordance with the pre-action protocol for personal injury claims. All such claims should be referred to the Contractor's liability insurer.

6.6.3. The Contractor will keep the Employer's Agent informed of all claims made by the building owner/user or third parties as a consequence of their actions under this contract. Reports shall be made monthly.

6.6.4. In the case of serious injury, the Contractor will notify the Employer's Agent immediately

6.7. Climatic Conditions

6.7.1. Subject to the extent to which the works are affected by adverse weather, keep a record of all relevant data, including as appropriate, maximum and minimum temperatures, the weather conditions affecting the works, the type of works affected and number of hours lost.

6.7.2. Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

6.8. Frost

6.8.1. No work liable to damage by freezing shall be carried out when the temperature is below 4° Celsius or as otherwise directed by product manufacturers or current BS/EN Standards. To the extent the works or materials are sensitive to temperature, any new work, including making good and repairs, is to be protected at night when frost may be anticipated. Any damage caused by frost shall be made good by the Contractor at his own expense.

6.9. Drying Out

6.9.1. Every precaution is to be taken to ensure that all new brickwork, plasterwork, screeds etc. are dried out before any flooring or items of joinery or floor coverings are fixed. Any forced drying shall only be carried out with the use of electric dehumidifier and only after written consent has been obtained from the Employer's Agent.

6.10. Ownership

6.10.1. Materials arising from the work, including old lead, copper or other second hand materials, are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds and ensure compliance with Waste Management Regulations.

6.11. Execution of the Works

6.11.1. The works are to be carried out while other building users remain in occupation and the Contractor shall be deemed to have ascertained full particulars of the conditions under which the works are likely to be carried out and their responsibilities for the protection of the existing structures, furniture, fittings, floor coverings, external ornaments, planting etc. The Contractor is to allow for the cost of executing the works with as little noise and inconvenience to the building users and adjoining occupiers as possible.

6.11.2. The Contractor is to allow for adequately protecting all existing finishes which are due to remain following the works and for clearing away all such protection on completion.

6.11.3. All passages, stairways, landings, balconies, or other means of access shall be kept clean and clear at all times and all services shall be maintained in proper working order.

6.11.4. The Contractor shall suffer nothing to be done that is liable to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Contractor to avoid damage to gardens and trees and the work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.

6.12. Liaison with Other Contractors

6.12.1. The Contractor is to note that other works may be carried out concurrently and the Contractor is to allow for working in conjunction with and liaising with the Client and any other Provider or Contractor. Any costs incurred in complying with this requirement are deemed to be included in the Price Framework.

6.13. Approvals

6.13.1. Inspection or any other action by the Employer's Agent must not be taken as approval of materials, products or works unless the Employer's Agent so confirms in writing in express terms referring to:

a) Date of Inspection
b) Part of the work inspected.
c) Respects of characteristics which are approved.
d) Extent and purpose of the approval.
e) Any associated conditions.

6.14. Lifts

6.14.1. Access to existing lift installations should not be required.

6.15. Working in Occupied Buildings

6.15.1. Ensure that the security of the buildings is maintained at all times.

6.15.2. The Contractor shall provide all artificial lighting and power for use on the works, pay for all temporary connections, leads, fittings, etc., and clear away and make good on completion.

6.16. Damage to Property

6.16.1. Any damage to building users or third parties' property, caused by accident or negligence on the Contractor's part including any of his Sub-Contractors, tradesmen or persons whom he has allowed access to will be adequately compensated at the Contractor's expense.

6.17. Programming of Works

6.17.1. The Contractor will be required to submit a programme for each project, which shall be updated on an ongoing basis with minimum weekly updates. Submission of programmes will not relieve the Contractor of his responsibility to advise the Employer's Agent of the need for further drawings or details or instructions in accordance with the Contract.

6.18. Security of Unoccupied Premises

6.18.1. The Contractor will be responsible for securing the doors and windows of unoccupied or unattended premises including the reinstatement of temporary door and window coverings as necessary, at the end of each day and during any periods the Contractor is not on site. The cost of undertaking this task is deemed to be included in the Price Framework.

6.19. Monitoring

6.19.1. Record progress on a copy of the programme kept on site. If any circumstances arise that may affect the progress of the works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

6.20. Employer's Agent Meetings

6.20.1. Meetings will be held as and when required by the Employer's Agent. The Employer's Agent will arrange, chair and minute any meeting he shall deem necessary for the successful running of the contract. The Contractor shall attend all such meetings and he is to inform any nominated person or other Sub-Contractors when their presence is required. All costs arising are deemed to be included in the Price Framework. The Contractor will provide suitable accommodation for such meetings.

6.21. Stakeholder Meetings

6.21.1. The Contractor will be required to attend meetings which the Client holds with relevant stakeholders, including representatives from the school where applicable. Such meetings may be outside normal working hours.

6.21.2. The Employer's Agent will inform the Contractor of the time and place of such meetings. The Contractor will be expected to answer questions and suggestions made by the stakeholders. No claim for additional costs in consequence of

attendance by the Contractor or his/her duly authorised representative at such meetings will be paid.

7. Quality Standards and Control

7.1. Material and Work Generally

7.1.1. Operatives are to be appropriately skilled and experienced for the type and quality of work. Operatives must be able to produce evidence of relevant skills/qualifications and training when requested.

7.1.2. Products should be new and from the same source or manufacturer. The Contractor must ensure provision of the whole quantity of each product required to complete the works and consistent in kind, size, quality and overall appearance.

7.1.3. Execution of the works should include fixing and installation of products securely, accurately, plumb, neatly and in alignment. Colour batching is to be consistent throughout the works and different colour batches must not be used where they can be seen together. Site dimensions must be carefully checked and finished works must be free from defect, damage or discolouration and properly aligned.

7.1.4. The Contractor must comply with all Manufacturer's recommendation and recommendations in addition to relevant BS/EN Standards and BBA Agrément Certificates. Materials must not be used in a manner other than that for which they have been expressly approved.

7.2. Samples and Approvals

7.2.1. Where required to do so, The Contractor shall provide samples of products or work for approval by the Client. Such samples are to comply with all specification requirements.

7.2.2. Provision of samples, inspections and tests are to be arranged to suit the works programme. Samples are to be retained on site for comparison purposes until no longer required.

7.2.3. Orders for products should not be placed until samples have been approved.

7.3. Accuracy and Setting Out

7.3.1. The contractor is responsible for checking all dimensions and levels and for accurately setting out the works. Where tolerances and dimensions are likely to be critical the

Contractor must notify EA as soon as possible and submit proposals to resolve the matter. Generally, tolerances are to be in accordance with BS 5606.

7.4. Timing of Tests and Inspections

7.4.1. The Contractor shall agree dates and times of tests and inspections with the Employer's Agent several days in advance, to enable the Employer's Agent and other affected parties to be present. On the previous Working Day to each such test or inspection the Contractor shall confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

7.5. Test Certificates

7.5.1. The Contractor shall submit a copy of each certificate to Employer's Agent as soon as practicable and keep copies of all certificates on site.

7.6. Quality Control

7.6.1. The Contractor shall establish and maintain procedures to ensure that the works, including the work of all Sub-Contractors, comply with specified requirements. The Contractor shall maintain full records, keep copies on site for inspection by the Employer's Agent, and submit copies of particular parts of the records on request. The records must include:

- Identification of the element, item, batch or lot including location in the works.
- The nature and dates of inspections by the Contractor or Employer's Agent, tests and approvals.
- The nature and extent of any nonconforming work found.
- Details of any corrective action.

7.7. Leave Work Perfect and Site Clean at End of Each Day

7.7.1. The Contractor shall leave the site and the work in a clean, tidy, sound and safe condition at the end of each working day removing all rubbish and debris as it accumulates to an authorised tip. All mechanical plant shall be immobilized, all ladders etc., removed so far as practical and all storage of component huts securely locked.

7.8. Security at Completion

7.8.1. The Contractor shall leave the works secure with all accesses locked, account for and adequately label all keys and hand over to the Client with an itemised schedule, retaining a duplicate schedule signed by the Client as a receipt.

8. Security/Safety/Protection

8.1. Security

8.1.1. The Contractor shall adequately safeguard the site, the works, products, materials, plant, and any existing buildings affected by the works from damage and theft, and take all reasonable precautions to prevent unauthorised access to the Sites, the works and adjoining property.

8.1.2. Damage and theft: The Contractor will be solely responsible for safeguarding the works materials and plant against damage and theft and he is advised to affect such additional insurance as is necessary to cover such risks.

8.1.3. The Contractor's attention is drawn to the fact that the use of guard dogs will not be permitted.

8.2. Prevent Trespass

8.2.1. No workman, scaffold or the like is to be allowed to trespass upon properties adjoining those in respect of the works. If the execution of work requires that workmen must enter upon adjoining property, the necessary permission must first be obtained from the owner/leaseholder or tenant by the Contractor. If the Contractor is unable to obtain such permission he is to inform the Employer's Agent who will endeavour to arrange access to the adjoining property.

8.2.2. The Contractor shall indemnify the Client against any claim or action for damages on account of any trespass or other misconduct of his employees. Workmen will be allowed only into such parts of the site and buildings of the Client's stock as may be necessary to execute the works from time to time ordered hereunder.

8.3. Protection of Persons and Property

8.3.1. The Contractor will take every precaution whilst carrying out the works to ensure the safety of the general public, Client's staff and other persons likely to be affected by his operations, and in particular comply with the requirements of the Office, Shops and Railway Act 1963, the Factories Act 1961, Construction Regulation 1961, 1966 and 1996, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, Construction Design and Management Regulations 2015 etc., subsequent amendments and re-enactments thereto and all other relevant legislation.

8.4. Protection & Care of Works Etc.

8.4.1. The Contractor shall provide all necessary warning notices and signs, barricades, fans, screens, etc., for the protection of the work people, tenants and general public and shall keep all persons (including those employed by Sub-Contractors) under control and within the boundaries of the working areas.

8.4.2. The Contractor shall maintain and protect public carriageways and Statutory Authorities' services.

8.4.3. The Contractor shall implement a system of sign posting to warn occupiers and the public of dangerous operations, plant and chemicals and of freshly applied materials and all warning notices and safety signs must conform to the Health and Safety (Safety Signs and Signals) Regulations 1996. Such notices and signs shall be securely fixed and in a prominent position where they can be properly seen.

8.5. Identity Cards and Liveries

8.5.1. The Contractor will supply to all working personnel employed upon the Project including sub-contractors with a form of photographic identification card approved by the Client, which will contain the following details:

- Photograph of operative
- Operative's name and trade
- Contractor's name, logo, address and telephone number
- A unique reference number
- Expiry date of card (cards must be renewed annually).

8.5.2. The Contractor will be required to submit before the commencement of the Contract a list of its operatives to be used on the Contract together with their personal details, trade qualifications and this list is to be updated when changes in staff arise.

8.5.3. The Contractor will be required to ensure that all identification cards so issued are returned to the Client on the expiration of the Term Programme or on the occasion of an operative leaving its employment or removed from this contract. The Contractor is to provide the facility to verify badges.

8.5.4. Failure to return an Identification Card or a lost or mislaid Identification Card may result in the requirement to issue new identification cards of a different design to ALL Operatives under the Contractor's control.

8.5.5. All the operatives employed by the Contractor or sub-contractors shall at all times wear clean overalls and PPE, clearly and permanently bearing the Contractor's logo and name on them. The overalls shall be to the approval of the Employer's Agent.

8.5.6. Persistent failure on the part of operatives and/or staff of the Contractor and/or any sub-contractor to carry and show identification cards whilst engaged on the tasks shall entitle the Client to terminate the Contractor's employment under the Contract.

8.6. Operative Security Checks

8.6.1. The Contractor will ensure that all staff and operatives (including sub-contractors), who are engaged upon this contract, will all have been checked and cleared by the Disclosure and Barring Service (DBS) under the standard check procedure. Any operative who has not been checked and cleared under the DBS will not be permitted to work on site.

8.7. Safeguarding Public Access to Premises

8.7.1. The Contractor shall continuously maintain existing access to and around the site, or if necessary provide alternative access facilities to lifts, staircases, lobbies, hallways, corridors, refuse facilities etc., and shall ensure that work within lobbies, corridors and stair areas proceeds in an orderly and safe manner. All reasonable steps are to be taken to ensure that the corridors, staircases, refuse chutes, intake cupboards or WCs are not obstructed with plant materials, etc.

8.7.2. Arrange for and abide by any special arrangements regarding access and timing of collections agreed with the Local Authority refuse collection service and pay any costs arising, to maintain regular collection and disposal of domestic rubbish from the site, so that no rubbish is accumulated, creating health or fire risks, or nuisance from smells or by attracting vermin etc.

8.7.3. Where possible, materials shall be distributed on a day to day basis; localised storage will only be permitted where day to day "just in time" delivery is not feasible. In such cases, separate secure storage containers will be provided at locations to be agreed by the Employer's Agent. The Contractor shall remove all rubbish, plant, tools and

materials from areas used by the public to a central storage point as work proceeds and specifically at the end of each working day and at completion.

8.7.4. On no account shall refuse chutes, refuse chambers, intake cupboards or WCs be used for disposal or waste. Regularly during the works and on completion, the Contractor shall also properly clean floors, woodwork, steps, yards, clear out all gutters and leave the whole of the works in a clean sound and fit condition for occupation

8.8. Employer's Agent Site Visits

8.8.1. Inform the Employer's Agent in advance of all safety provisions and procedures (including those relating to materials which may be deleterious), which will require the compliance of the Client or his representatives when visiting the site. Provide protective clothing and/or equipment for the Client and his representatives as appropriate.

8.9. Traffic and Police Regulations

8.9.1. Ascertain and comply with all relevant regulations.

8.10. Rubbish and Nuisance to the Public

8.10.1. Unless otherwise stated, all existing fixtures, fittings, rubble and rubbish shall be cleared away from the site to an approved tip as it accumulates and on a daily basis in occupied dwellings or common areas subject to pedestrian traffic during the progress of the works and on completion.

8.10.2. The Contractor shall execute the work in a careful and diligent manner and shall, at all times, keep the public footpath free from obstructions and refuse from the works. Any work liable to create dust shall be wetted before being executed to reduce nuisance.

8.10.3. The Contractor is to ensure that the workmen do not use radios or other sound equipment tuned to a volume that will cause nuisance to the public at large and to adjoining residents in particular.

8.10.4. No fires shall be allowed unless permission has been obtained from the Employer's Agent in writing.

8.11. Fire Prevention

8.11.1. The Contractor shall take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire and shall comply with the Joint Code of Practice Fire Prevention on Construction Sites 1992 published by the Construction Confederation (as updated from time to time).

8.11.2. There will be no smoking on the Site. There will be no burning of waste material or debris on Site.

8.11.3. The Contractor shall take all necessary precautions to prevent personal injury, death and damage to the works or other property from the fire and shall comply with the Joint Code of Practice Regulatory Reform (Fire Safety) Order 2005 and The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation (JCOP).

8.12. Fire Precautions

8.12.1. In addition to any fire precautions required by the various Acts and Regulations, the Contractor shall ensure that all fire access routes are kept clear at all times. There shall be no storage of combustible materials within the Sites on levels other than ground level, other than materials required for use in the particular storey in which they are being placed. Where acetylene, oxygen, propane or other gas cylinders are stored on Site, they must be kept in a ventilated security compound inaccessible to unauthorised persons, and with proper provision of warning notices and signs.

8.12.2. No flammable liquids or compressed gases shall be kept within buildings, except in such quantities as may reasonably be required for the day's work. Liquid propane gas is banned from all buildings over 5 storeys high.

8.12.3. Sufficiently adequately maintained fire extinguishers shall be provided according to circumstances. Before any work is carried out using flame cutting equipment or gas torches etc., the Contractor shall arrange for the appropriate type(s) and size of fire extinguishers to be readily available at the Site of the operation.

8.13. Dangerous Substances

8.13.1. The Contractor shall provide the Employer's Agent with all relevant information on any dangerous, noxious or offensive substance or process to be used or handled on

Site, which might present a risk to the health, safety or welfare of the public or persons visiting the Site.

8.13.2. This information shall include details of the substance or process to be used or handled and the precautions and protective measures the Contractor intends to take.

8.13.3. Such information shall be provided at least 14 days before the substance or process is to be used or handled or immediately if such dangerous substance, e.g. asbestos is discovered unexpectedly.

8.14. Water

8.14.1. The Contractor shall prevent damage from storm and surface water.

8.15. Moisture

8.15.1. The Contractor shall prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:

- Blistering and failure of adhesion.
- Damage due to trapped moisture.
- Excessive movement.

8.16. Waste

8.16.1. Should the Contractor wish to deposit a skip on roads, paths, paving, car parking areas, garage forecourts or grassed areas maintained by the Client he must first obtain the approval of the Client and ensure that the skip is deposited and used strictly in accordance with the Client's conditions, with particular attention being paid to positioning and lighting requirements. The Contractor is required to comply with the following requirements:

- Remove rubbish, debris, surplus material and spoil, regularly and keep the Site and works clean and tidy.
- Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
- Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.

- Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner, as approved by a Waste Regulation Authority and in accordance with relevant regulations.
- Retain waste transfer documentation on site.
- Waste chutes will generally not be permitted, with the exception of roof recovering works. All waste must be bagged and removed to skips manually.
- Skips will only be permitted on site subject to agreement of size, location and type with the Employer's Agent.
- Skips left overnight must be fully enclosed and lockable to reduce the risk of vandalism.

8.17. Safeguard the Works

8.17.1. Adequately protect all types of work and all parts of the works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

8.17.2. Provide watching, lighting and everything necessary for the proper protection of the works, materials and plant against damage or theft. Issue all requisite notices to local and other authorities, obtain all licences and pay all fees legally demandable in connection with same, such costs are deemed to be included in the Price Framework.

8.18. Existing Services

8.18.1. Where existing services are to be affected by the works:

- Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.
- Before starting work check positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.
- Observe service authority's recommendations for work adjacent to existing services.
- Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or owners.
- If any damage to services results from the execution of the works, notify the Employer's Agent and appropriate service authority without delay. Make

arrangements for the work to be made good without delay to the satisfaction of the service authority or owner as appropriate. Any measures taken by the Employer's Agent to deal with an emergency will not affect the extent of the Contractor's liability.

– Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.

8.19. Roads and Footpaths

8.19.1. Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the works must be made good to the satisfaction of the Highway Authority or other owner. Bear any costs arising.

8.20. Access to Site

8.20.1. Vehicular access to the buildings will be limited to the roadways normally used by vehicles and the Contractor will make provision for handling all materials from the compound or roadways to the buildings where they are required as necessary.

8.20.2. The Contractor shall provide such crossovers as may be necessary to prevent damage to the public footway and will indemnify the Client from any expense that may be incurred in repairing any damage caused to such footway by vehicles whether in his ownership or otherwise entering or leaving the site. No part of the roadways, pavements or pavings shall be obstructed during the course of the work except with the prior approval of the Employer's Agent in connection with the transport and delivery of material as part of the agreed programme.

8.20.3. No materials whatsoever will be stored or left on the roads or pavements except for short periods in connection with the works with the whole of such materials or equipment being moved at the end of any working day and being stored in the compound provided. Contractor's vehicles are not to be left on roads after working hours.

8.21. Keeping Public Roads Clean, Etc.

8.21.1. Take all necessary steps for keeping roads, streets and footpaths immediately adjacent to the site free from mud, dirt, rubbish, etc., arising out of or in the course of the works, and be responsible for observing any associated Bye-Laws or regulations.

8.21.2. Provide, maintain and clear away, when no longer required, any necessary warning or other signs arising out of the use of, or whilst executing works in, the Public Highway.

8.21.3. Make adequate provision, where appropriate, for the unloading, parking etc., of vehicles and those of the Clients, domestic Sub-Contractors and all named persons or other authorised persons within the confines of the Site.

8.22. Retained Trees/Hedges/Shrubs/Grassed Areas

8.22.1. The Contractor shall adequately protect and preserve, trees, hedges, shrubs and grassed areas.

8.22.2. The Contractor shall replace to approval or treat as instructed any species or areas damaged or removed without approval.

8.22.3. The Contractor shall not dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within the branch spread and do not change level of ground within area 3 m beyond the branch spread.

8.23. Existing Features

8.23.1. The Contractor shall prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during the execution of the works.

8.24. Existing Work

8.24.1. The Contractor shall prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. The Contractor shall remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.

8.25. Building Interiors

8.25.1. The Contractor shall protect building interiors exposed to weather during the course of the works with temporary enclosures of sufficient size to permit execution of the work and which will remain weather tight in severe weather.

8.26. Temporary Works

8.26.1. The Contractor shall provide and maintain during the execution of the works all shoring, strutting, needling and other supports as may be necessary to preserve the stability of the structure upon which the work is being executed or any adjacent structure that may be endangered or affected by the works. The Contractor shall allow for and maintain all necessary temporary fencing, gangways, screens, hoardings, barriers, gangways, screens tarpaulins and the like as may be required to ensure the safety of the public, occupiers and visitors. The Contractor shall adapt same from time to time as required by the progress of the works and remove on completion of the works. The Contractor shall pay all fees and charges legally demandable in connection therewith.

8.26.2. Where earthworks are executed all excavations shall be properly and adequately supported and strutted to enable works to be carried out in a safe manner. Provision shall also be allowed for all necessary notices, protection and fencing to open excavations. Any excavation is to be adequately fenced and suitable warning notices erected.

8.26.3. The Contractor shall suffer nothing to be done that is liable to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Contractor to avoid damage to gardens and trees and the work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.

9. Specific Limitations on Method/Sequence/Timing

9.1. Scaffolding and Access

9.1.1. Ensure that standing scaffolding and access equipment is erected early enough and/or dismantled late enough to suit the programmes of all sub-contractors.

9.2. Handover of Completed Works

9.2.1. The Works will be subject to inspection by the Employer's Agent during the course of the works and on completion. The Contractor will be required to attend the place of inspection and provide any relevant documentation if so requested.

9.2.2. The formal handover will not take place until all items listed as defective have been completed or remedied.

9.2.3. At the formal handover, a responsible representative of the Contractor shall accompany the Employer's Agent (together with such other representatives of the Client as may be considered necessary) on an inspection of the works, and if the inspection shows the works to be completed in every respect, the works shall be taken over.

9.2.4. Any minor omissions and/or defects which may be found to exist at that time will be listed and shall be remedied by the Contractor within seven days.

9.2.5. At all times the Contractor shall give notice to the Employer's Agent in writing and on the Client's computer system of any matter which is likely to cause, or is causing delay in the completion of the works.

9.2.6. The Contractor is required to notify the Client by in writing of the completion of the works within two working days that the works have been completed, stating the actual completion date. The Client reserves the right to amend such timescales for receiving completion dates.

10. Facilities/Temporary Works/Services

10.1. Locations

10.1.1. Inform Employer's Agent of the intended siting of all spoil heaps, temporary works and services.

10.2. Temporary Site Facilities

10.2.1. The Contractor will provide temporary site accommodation for its operatives. In this regard, the Contractor will be expected to provide office accommodation, a mess room and other welfare accommodation for the use of the workpeople including those employed by sub-contractors, Statutory Undertakers, etc., in accordance with the National Working Rules or other rules or regulations including heating, lighting equipment. The depot is to be located within the contract area and is to be agreed by the Employer's Agent.

10.2.2. The Contractor will also be required to provide a suitable meeting room to allow the Client's officers to hold meetings, conduct reviews and generally facilitate day to day communication in relation to the project. The meeting room should be provided with suitable lighting, power and data infrastructure to allow the client's officers to work remotely from the Contractors depot if necessary.

10.2.3. The Contractor shall be responsible for compliance with the provisions of the Offices, Shops and Railway Premises Act 1963, or any order or regulation made thereunder so far as such apply to the said office. The Contractor shall allow for any rates which may be called upon by the local authority in respect of temporary offices, sheds and stores etc.

10.2.4. The Contractor shall provide secure storage for any plant, tools and materials to be kept on site.

10.3. Labour, Plant, Tools and Materials

10.3.1. The Contractor shall provide all labour and materials of every description and constructional and other plant, machine tools, tool sharpening, scaffolding, staging, temporary coverings, dust sheets, tarpaulins, hoisting equipment, haulage and other requisites whatsoever necessary during the works, and also during the Defects Liability Period, with attendance necessary for inspection or measurement of the

works by the Employer's Agent. The provision of all such items shall be deemed to be included in the Price Framework.

10.3.2. All materials to be used shall be new materials (unless otherwise specified) and in accordance with the specifications and standards as set out in the Contract Documents. The goods supplied shall be of quality or sort specified in the Contract and where so required equal in every respect to the Client's standard patterns and/or specification or to samples submitted and approved. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the date of this Contract, then all goods and materials used or supplied hereunder and all workmanship in execution of the Contract shall be in accordance with that standard unless a higher standard is specified in the Contract.

10.3.3. The Employer's Agent may require any materials or completed works to be tested by an independent body. In this event the Contractor will be responsible for arranging for such tests and if they are satisfactory, he will be paid the cost of such tests. Should the tests prove the materials or work not to be in accordance with the Contract, the Contractor must bear all costs incurred in connection with the tests and replacing unsatisfactory materials or works.

10.4. Condemned Materials

10.4.1. Should any materials be brought upon the Sites which the Employer's Agent decides to be of an inferior quality or description or improper to be used in the works, they shall be removed from the Site within 24 hours. Proper materials shall be supplied by the Contractor as soon as possible at the Contractor's expense.

10.5. Welfare Facilities

10.5.1. The Contractor shall comply with the requirements of the Client as to the provision, maintenance and cleansing of the following facilities for the use of all persons employed in and about the execution of this Contract. The said facilities are:

- Adequate suitable and proper water borne sanitary accommodation.
- Adequate suitable and proper washing facilities.
- Adequate suitable and proper canteen facilities.
- Adequate suitable and proper first aid facilities.

10.5.2. The Contractor shall forthwith comply with any direction from the Client as to the provision, maintenance or cleansing of the said facilities.

10.5.3. The Contractor must note that all site facilities and storage containers must not be located within 6m of any adjacent building, unless the unit is of fire resisting construction.

10.6. Services and Facilities

10.6.1. The Contractor is to allow for all costs in connection with providing the following services and facilities for the works including all temporary installations, temporary meters and paying all fees and charges legally demandable.

10.7. Room for Meetings

10.7.1. Provide suitable temporary accommodation for progress meetings, adequately heated and lit, with table and chairs adequate for the project team. The room may be part of the Contractor's own site office.

10.8. Sanitary Accommodation

10.8.1. Provide and maintain in a clean condition sanitary accommodation for the Employer's Agent, either separate or shared with the Contractor's supervisory staff.

10.9. Temporary Fencing

10.9.1. The Contractor is to provide proper and sufficient temporary fencing, barricades, guardrails, gantries, lighting etc., as may be necessary to prevent the ingress of unauthorised persons or children and such other safeguards and protection from danger of the public, the owners, occupiers or users of the existing buildings and persons unemployed on the works for the safe and proper execution of the works, for meeting the requirements of the Employer's Agent or of any local or other authority and for protecting the works from injury to trespassers, or otherwise, and shift, alter and adapt during the progress of the works. Any such fencing, etc., shall be provided with proper access gates or ways which shall be kept locked or otherwise secured when work is not in progress.

10.9.2. NOTE: Fencing is to be provided to the base of all scaffolding and at locations where scaffolding is adjacent to balconies, open staircases, low flat roofs or other points of possible access above ground level. Fencing is to consist of 2m high Herras fencing

or similar with a MAXIMUM 10mm mesh size. All such fencing is to be adequately supported and correctly sited to ensure there are no gaps. All such fencing above ground level is to be subject to a fire risk assessment and may require the provision of fire escape gates to individual flat balconies.

10.9.3. Where fencing is erected around the perimeter of a building it must incorporate gates of an equivalent standard fitted with emergency panic bars at min. 18m intervals to allow escape from ground floor flats in the event of fire.

10.9.4. Allow also for all necessary arrangements and provisions that may be required for the accommodation and safety of all pedestrians and vehicular traffic adjoining the site and for the accommodation and safety of the existing buildings or of the adjacent buildings and lands, allow for all bridgeways, guard crossings, fences and like required and take all precautions necessary to ensure that the least possible interruption or inconvenience is caused to pedestrian and vehicular traffic.

10.9.5. The Contractor will be held responsible for all accidents, damage or claims that may arise from the neglect, inefficiency or insufficiency of the temporary works arrangements and precautions referred to in the preceding clauses. On completion of the works, take down all hoardings and clear away and make good all work disturbed.

11. Operation/Maintenance of the Finished Works

11.1. Spare Parts

11.1.1. At least 4 weeks before the completion of the works, the Contractor shall submit to the Employer's Agent a schedule of spare parts that the Contractor recommends should be kept in stock by the Client for future maintenance. State against each item the manufacturer's current price, including packaging and delivery to site.

11.2. The Health and Safety File

11.2.1. The Contractor shall provide the Principal Designer, with two copy/copies of the information required below not less than two weeks before completion of planned works and on completion of void works:

11.2.2. Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed and performance specified work.

a) A full description of each of the works and any building services systems installed, written to ensure that the Client's staff fully understand the scope and facilities provided.
b) Operating and maintenance instructions for all equipment and systems installed.
c) Copies of manufacturer's current technical literature and COSHH dated data sheets for all materials, plant and equipment selected by the Contractor.
d) General maintenance instructions for all items of Contractor designed or performance specified work.
e) As-built drawings recording details of construction for all Contractor designed and performance specified work.

11.3. Operating and Maintenance Manuals

11.3.1. A full set of Operating and Maintenance Manuals must be provided for all installations and replacements and contain:

a) A full description of each of the main components or systems installed, written to ensure that the Client's staff fully understand the scope and facilities provided.

b) A description of the mode of operation of all systems.

c) Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.

d) A photo-reduction of all record drawings to A4 size together with an index.

e) Legend for all colour-coded services.

f) Schedules (system by system) of plant, equipment, valves, etc., stating their location, duties and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules.

g) The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.

h) Manufacturer's technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.

i) A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves etc., used in the installations.

j) A copy of all manufacturers' guarantees or warranties.

k) Starting up, operating and shutting down instructions for all equipment and system installed.

l) Control sequences for all systems installed.

m) Schedules of all fixed and variable equipment settings established during commissioning.

n) Procedures for seasonal changeovers.

o) Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems.

p) Lubrication schedules for all lubricated items.

q) A list of normal consumable items.

r) A list of recommended spares to be kept in stock by the Client, being those items subject to wear or deterioration and which may involve the Client in extended deliveries when replacements are required at some future date.

s) Procedures for fault findings.

t) Emergency procedures, including telephone numbers for emergency services.

11.4. Presentation of Manuals

11.4.1. The Manual is to be provided in electronic format, including a pdf version for general reference and tabular data in Excel format for incorporation into the asset management system.

11.4.2. Drawings should generally be in DWG or DXF format, subject to Client requirements with additional pdf copies.

11.4.3. The Contractor may be required to provide data in additional formats subject to changes to the asset management system and future development of BIM requirements.

11.4.4. The Contractor shall provide the Employer's Agent with the Manual not more than 4 weeks before completion.

12. General Requirements

12.1. Equality and Diversity

12.1.1. The Contractor shall strictly adhere to the Equality Act 2010.

12.1.2. Any inadvertent reference in the Contract documentation to the male person shall be deemed to refer to the male/female person or corporate body, in a manner to comply with the Sex Discrimination Act.

12.1.3. The Contractor shall not permit the display of 'pin-up' type material or any other material or graffiti which is degrading to women, lesbians, gay men, people of black or ethnic minority origin, on any part of the site.

12.1.4. The Contractor shall remove any worker from the site who engages in sexual or racial harassment, abuse or assault.

12.1.5. All site personnel shall be paid, as a minimum, the National Living Wage.

12.2. Data Protection

12.2.1. The Contractor shall at all times comply with their obligations imposed by the Data Protection Act 1998 ("the Act"), together with any subsequent re-enactment or amendment thereto including the General Data Protection Regulations (GDPR), in

storing and processing personal data. No other personal data than that directly required for the provision of the Services shall be acquired under the Contract and all personal data acquired by the Contractor from the Association shall be returned to the Association or destroyed on the Association's request. The Contractor shall indemnify the Association in respect of any unauthorised disclosure or use of personal data and shall take all reasonable steps to ensure the data is secure at all times.

12.3. Compliance

12.3.1. The Contractor shall comply with, and shall provide the Works and/or Services (or procure that they are provided) in accordance with all applicable laws, regulations, codes of practice, mandatory guidance and requirements of all relevant regulatory bodies, in each case from time to time in force, or as otherwise may be applicable ("Applicable Laws")

13. Design of the Works

13.1. Design Responsibility

13.1.1. The responsibility of the Contractor for the design of the Works is absolute and shall not be limited by compliance with any comment by the Employer and/or the Employer's Agent in the review of the design or any inspection of the Works.

13.1.2. The Contractor shall design the whole of the Works, including temporary works and any off-site work, in accordance with these Employer's Requirements, prepare all drawings and other documents necessary for the proper and timely completion of the Works, prepare drawings and other documents needed to explain their proposals and be responsible for all costs in connection therewith.

13.2. Copyright

13.2.1. The copyright in all drawings, reports, specifications, bill of quantities, calculations, contributions to the Health and Safety Plan and other documents prepared or to be prepared by or for the Contractor in connection with the Works (including any such information prepared as part of the as-built and/or maintenance package referred to later in this document) shall be and remain vested in the Contractor, but the Employer shall have a royalty-free irrevocable, non-exclusive and assignable licence to copy and use such drawings, reports, specifications, bill of quantities, calculations, contributions to the Health and Safety Plan and other documents, and to reproduce the designs contained in them for any purpose connected with the development which the Works comprise, including but not limited to the carrying out of the development, its completion, marketing, maintenance, management or extension.

14. Undertaking the Works

14.1. Order of Works

14.1.1. The Employer has no specific requirements regarding the Order of the Works.

14.1.2. The Contractor shall allow for all matters in respect of phased or staged completion(s) and its intended use, including out-of-sequence working and the protection and safety of the public.

14.1.3. Handover shall take account of the following requirements:

a. Take place during normal working hours.
b. Handover will not be accepted:
   - on a Friday, Saturday, Sunday, Monday or Bank Holiday
   - on the last working day prior to a bank holiday
   - within seven working days before or after Christmas
   - Within the Building Industry Christmas holiday period
   - Within the Building Industry Easter holiday period

14.2. Statutory Requirements

14.2.1. The Contractor shall obtain Building Regulation approval, meet all development control requirements and allow for all costs in connection therewith. Building Regulation approval shall be via the Employers appointed Approved Inspector and copies of all building control inspection reports should be forwarded to the Employer.

14.2.2. The Contractor shall comply with Section 60 of the Control of Pollution Act 1974 and BS 5228 with regard to the control of noise in respect of demolition or construction works and the need, particularly when works are adjacent to occupied property where high sensitivity to noise may be anticipated, to ascertain from the Local Authority the requirements or restrictions that apply to the Works (e.g. type of plant to be used, methods of working, hours of working permissible and maximum noise level at the site boundary). The Contractor shall also take account Section 61 of the Control of Pollution Act 1974 and BS 5228, with regard to the issue of 'prior consent', and that any application under this Section shall be made to the Local Authority on the appropriate form. The Contractor shall comply with all requirements, restrictions or consents, complete with any other stipulations to which its attention may be drawn from time to time by the relevant authorities, and allow in its tender for all costs and/or expenses

arising from compliance. No instruction issued to the Contractor by the Employer or its authorised representative shall relieve the Contractor from complying with the Control of Pollution Act 1974 and BS 5228.

14.2.3. The Contractor shall minimise construction waste and maximise the use of products and materials with recycled content where technically and commercially feasible by reference to WRAP /Code for Sustainable Homes criteria for guidance (see also 1.10.9).

14.2.4. The Contractor shall note Sections 68 to 71 and Schedules 12 and 13 of the Finance (No. 2) Act 1975 (now the Income and Corporation Taxes Act 1988) as subsequently amended by Regulation 2622:1998.

14.2.5. The Contractor's attention is also drawn to sections 29 to 31 and Schedule 5 of the 1971 Finance Act which came into effect on 6th April 1972. The provisions of this section and schedule are set out in the Boards of Inland Revenue pamphlets IR14 and IR15. The Contractor shall satisfy the Employer that it is either a limited company or has a certificate of exemption from the Inland Revenue.

14.2.6. The Contractor shall provide evidence to the Employer, prior to signing the Contract, that it has an appropriate Sub-Contractor's Certificate including a Unique Tax Reference (UTR) from HM Revenue and Customs (HMRC). The Contractor is also reminded of its responsibility to be satisfied of the exemption status of all sub-contractors and to satisfy itself that all sub-contractors hold an appropriate Sub-Contractor's Certificate including a Unique Tax Reference (UTR) that has been verified by HMRC.

14.2.7. The Contractor shall be solely responsible for all matters governed by the Environment Act 1995, Environmental Protection Act 1990 and Wildlife and Countryside Act 1981 and all subsequent amendments thereto, insofar as they affect the design, construction or ultimate use and purpose of the Works and shall indemnify the Employer against any claim or proceedings whatsoever arising under these provisions.

14.3. Insurance, Warranties, Performance Bond and Parent Company Guarantee

14.3.1. The Contractor shall present the insurance policies required to the Employer before executing the Contract. The policies shall be accompanied by a covering letter from the insurance company or broker, confirming that the Contract requirements are fully

covered. The Contractor shall maintain such insurances for the Contract duration (see also 1.11.5 below) and provide evidence of their maintenance to the Employer not less than annually and upon request.

14.3.2. The Contractor shall take out and maintain a joint names insurance policy in respect of Contract Clause 6.5.1, for the level of indemnity stated in the Contract.

14.3.3. Notwithstanding the principal's clause in any insurance policy, the insurance policies taken out in accordance with Contract Clause 6 shall be endorsed to cover the Employer as principal and note the interest of any Funder.

14.3.4. The Contractor's design liability shall include liability under the Defective Premises Act 1972, in accordance with Contract Clause 2.17.2. The design liability of the Contractor under the Contract shall be insured by an acceptable professional indemnity policy covering the Contractor's legal liability for neglect, omission or error in the exercise of the professional functions, equivalent to those which would normally fall to an architect, engineer and/or similar consultant.

14.3.5. The insurance cover under the policy shall be effective for all design for the Works. The policy shall be renewed for a period of twelve years from Practical Completion. The Contractor shall indemnify the Employer for any liability arising from the Contractor sub-letting all or any of the design to a third party. The limit of indemnity under the policy shall be not less than £2,000,000 for each and every claim. The Contractor shall, when requested by the Employer, provide a certificate signed by or on behalf of the Contractor's insurers/brokers as evidence that the foregoing insurance is in force, the period for which it has been taken out and the disclosure of any exclusions or conditions which restrict cover. Should the Contractor default in insuring or in continuing to insure as provided above, the Employer may elect to insure and shall deduct a sum or sums equivalent to the amount paid or payable in respect of premiums from any monies due or which become due to the Contractor, or such amount shall be recoverable by the Employer from the Contractor as a debt.

14.3.6. Any consultants, sub-contractors and suppliers engaged by the Contractor who have a design responsibility shall enter into a collateral warranty in favour of the Employer in the form set out in **Appendix E – Warranties** and shall hold professional indemnity insurance of not less than £5,000,000 for each and every claim.

14.3.7. The Employer shall not be obliged to make more than 50% for any payment to a sub-contractor or design consultant, where the required warranty has not been executed and delivered as a deed.

14.4. Site Administration

14.4.1. The Contractor shall attend monthly progress meetings. The Employer's Agent will arrange the meetings and take and distribute minutes.

14.4.2. The Contractor shall prepare and submit to the Employer's Agent at the progress meeting a written detailed monthly report giving details of the following:

a. Assessment of progress against the programme and cash-flow forecast update.
b. Number of persons in all trades working on site each month.
c. Materials delivered to site, including providing, upon request, copies of delivery tickets for materials and goods to demonstrate that they are in accordance with the Contract.
d. A Health & Safety Report in an agreed format, showing Accident Incident Rate.
e. Health and safety incidents and any matters affecting the Health and Safety Information and/or File.
f. Items requiring clarification/information/instruction from the Employer i.e., choices.
g. Site inspection records.
h. Complaints/comments received from adjoining owners or other third parties
i. Tracker information regarding Planning and Building Regulation Conditions.
j. Status update not limited to but including services, Statutory Authority Status, Secured by Design, Code for Sustainable Homes, Postal Addresses, sub-contractors, Adoption matters, and Warranties.

14.4.3. All instructions shall be issued in writing by the Employer's Agent.

14.4.4. The Contractor shall provide accommodation for the Employer's Agent and for progress meetings, suitably equipped with table, chairs, coat hooks and adequate heating, lighting and attendance including the provision of a temporary telephone and to pay all costs incurred therewith. Separate accommodation is not required.

14.4.5. The Contractor shall notify the Employer of the name of the person-in-charge and shall not substitute this person without the prior consent of the Employer. Should the

Contractor be forced to change such person for reasons beyond its control then it shall, if possible, notify the Employer of the change not less than four weeks prior to such a change taking place or as soon as possible.

14.4.6. As soon as possible and before starting the Project on site the Contractor shall prepare and submit to the Employer a master programme (in an approved form) for the Project that shall include for the following:

- Lead in period for planning and mobilisation by the Contractor
- Design and production information provided by the Contractor/sub-contractors/Suppliers, that shall separately identify the time for inspection and checking of the proposals
- Building regulations
- Compliance with the CDM Regulations
- Construction including the proposed start on site date
- The order in which major sections/elements of the Works will be undertaken including proposed start and finish dates (should the Contractor propose to hand over the Works in stages, it shall submit its proposals as part of its tender).
- The Order of Works required by the Employer (if applicable – see 0)
- Works by statutory undertakings and privatised utilities etc
- Availability of labour and materials including the requirements of sub-contractors and suppliers for the same
- Statutory and other holidays
- Current site use and restrictions
- Running in, adjustment, commissioning and testing of all engineering services and installations
- Work resulting from instructions for the expenditure of provisional sums
- Work by or on behalf of the Employer and concurrent with the Contract the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.

14.4.7. The master programme shall be in the form of a Gantt-chart accompanied by a critical path analysis indicating the timetable for all the main operations.

14.4.8. The Contractor shall provide a graph forecasting the values of interim payments as gross maximum values per month based on the Contract sum and shall update as required.

14.4.9. The Contractor shall adhere to the programme and ensure that all sub-contractors are informed of and maintain the same programme.

14.4.10. The Contractor shall update and submit to the Employer its programme and cash flow as and when necessary to reflect actual progress on site and ensure that all relevant sub-contractors are informed of and maintain the revised programme.

14.4.11. The approval of the Employer to any programme will not relieve the Contractor from responsibility for completion of the Works as stated in the Contract.

14.4.12. The Contractor shall immediately notify the Employer of any matter that may or is likely to affect the programme.

14.4.13. The Contractor shall submit the names of sub-contractors it intends to use to the Employer prior to the sub-contractor commencing works or services. This shall include the sub-letting of any design element of the Works. If the Employer makes reasonable objection to any proposed sub-contractor, the Contractor shall submit alternative names to the Employer. The Contractor shall inform the Employer of any proposed change to sub-contractors during the course of the Works.

14.4.14. The proposed appointment of 'Contractors' as defined under the terms of the Construction (Design and Management) Regulations 2015 shall be notified to the Principal Designer and the operation of the regulations governing such appointments shall be adhered to.

14.4.15. The Contractor shall provide the names of suppliers and manufacturers of materials and components and submit samples of materials, colours, finishes etc, set up sample panels of brickwork, pointing, and alter as requested until the desired standard has been obtained, and to faithfully and accurately reproduce the approved samples, colours, finishes etc in the Works. All samples shall be maintained on site for the Contract duration, in safe and protected conditions.

14.4.16. Drawings, materials and samples shall be submitted to the Employer to allow twenty-one working days for comment, consultation and decision making on behalf of the Employer. The Employer shall not be responsible for any delay caused as a result of the Contractor's requiring a response earlier than twenty-one working days from submission of the information to the Employer.

14.5. General Obligations & Restrictions

14.5.1. The Contractor shall indemnify the Employer against, and take all necessary precautions to avoid, damage to adjoining owners' property.

14.5.2. The Contractor shall protect existing grassed areas, gardens, trees, shrubs, boundary walls, fences, footpaths, roads, driveways etc and make good any damage arising from the execution of the Works to the satisfaction of the Employer.

14.5.3. Before commencing any work outside the boundary of the site, or work on the site which requires access to adjacent properties, the Contractor shall make all arrangements and serve all necessary notices to statutory authorities and any other interested parties and pay all fees, charges, expenses and compensation in connection therewith.

14.5.4. The Contractor shall provide temporary hoarding, fencing, access gates, footpaths, fans, dust screens, nets and sheets, guard-rails and the like around and on the site, as may be required to ensure the safety of the public, all workpeople, the authorised agents of the Employer and the Works, including watching, lighting and signalling as required by the Local Authority, adapting as necessary, and taking down and clearing away on completion. All temporary hoarding shall be painted in a colour to be selected by the Employer and redecorated as necessary to maintain appearance.

14.5.5. The Contractor shall remove all rubbish as it accumulates and at completion including protective casings and coverings. Newly-constructed floors shall not to be overloaded with rubbish or by storage of materials at any time.

14.6. Signboard

14.6.1. The Contractor shall provide and erect and maintain during the Works, and include for the removal and clearing away upon completion, signboards as follows. The display board shall be located in a position to be agreed with the Employer's Agent. The Contractor shall allow for receiving and positioning Consultants' name boards and providing the following boards:

(i) Employer's name board. The precise wording, colour and layout are to be agreed with the Employer.

14.6.2. It is the Contractor's responsibility to liaise with the Local Authority and obtain necessary Planning Permissions for the erection and maintenance of signboards throughout the Contract Period, and any extended period where applicable.

14.6.3. The Contractor shall not be permitted to place advertisements on any site board or hoarding, or allow advertisements to be placed by others without the written consent of the Employer.

14.7. Construction (Design and Management) Regulations 2015 etc

14.7.1. The Contractor shall be appointed as the Principal Contractor and will be required to comply fully with all relevant parts of the Construction (Design & Management) Regulations 2015 (CDM) and the Approved Code of Practice. The Contractor will be deemed to have considered in full the implications of the requirements and all costs attributable to the Principal Contractor's duties are to be included within the Contract Sum. Such costs are to be separately identified in the Contract Sum Analysis. No additional costs or charges will be accepted for the Contractor's failure to consider all implications of the Regulations for the scheme. The Contractor's Proposals shall include a Method Statement appropriate to the proposed works, detailing the proposed steps for dealing with Health and Safety issues.

14.7.2. An appropriately qualified and experienced member of the Contractor’s design team shall be appointed as the Principal Designer following award of the Contract.

14.7.3. The Principal Contractor shall liaise with the Principal Designer and share with them information relevant to the planning, management and monitoring of the pre-construction phase and the co-ordination of health & safety matters during the pre-construction phase.

14.7.4. The Principal Contractor shall, prior to commencing works on site, prepare a Construction Phase Plan, developed from the Information Pack formulated by the Principal Designer. The Contractor's design period shall allow sufficient time for the preparation of the Construction Phase Plan, including an appropriate period for the Client/Principal Designer to review the Plan. No claim for delay or costs attributable to a delay shall be allowed for the Contractor's failure to allow sufficient time within the design period for the Principal Contractor and Principal Designer to perform their duties under the Regulations.

14.7.5. The Principal Contractor shall be responsible for ensuring compliance with the Construction Phase Plan and the Regulations whilst works are on site. These duties shall include taking all reasonable steps to ensure that only authorised personnel are permitted on site.

14.7.6. The Principal Contractor shall be responsible for updating the Construction Phase Plan where necessary during the construction period.

14.7.7. The Principal Contractor shall arrange for competent and adequately resourced contractors and Designers to carry out the work where it is sub-contracted, ensuring the co-ordination and co-operation of contractors.

14.7.8. The Principal Contractor shall obtain from other contractors and designers the main findings of their risk assessments and details of how they intend to carry out high risk operations. Sub-contractors shall also have information regarding risks on site and ensure that sub-contractors and employees comply with any site rules which may have been set out in the Construction Phase Plan.

14.7.9. The Principal Contractor shall ensure that employees and contractors on site have been given adequate training and are properly informed and consulted.

14.7.10. The Principal Contractor shall be responsible to display the notification of the project to the Health and Safety Executive on site.

14.7.11. The Principal Contractor, including any designers acting on behalf of the Principal Contractor, shall liaise and provide all information reasonably required by the Principal Designer necessary to comply with the duties under the Regulations. Such information must be adequate to allow the Principal Designer to prepare and keep updated a Health and Safety file.

14.7.12. The Principal Designer is to ensure that all designers employed or appointed on behalf of the Principal Contractor, co-operate and liaise fully with each other necessary to comply with the requirements and the duties imposed upon them by the Regulations.

14.7.13. The Principal Contractor shall provide 1No set of all relevant 'As Built' drawings and technical information requested by the Principal Designer for inclusion in the Health & Safety file.

14.7.14. Hard and electronic copies of all drawings should be provided.

14.7.15. The Principal Designer shall be responsible for completing a Health and Safety file which is to be submitted to the Employer at the Practical Completion stage of the project in accordance with the Regulations. The Employer reserves the right to preclude Practical Completion where they are satisfied that the Principal Contractor has not co-operated with the Principal Designer to enable a Health & Safety File to be produced.

14.8. Other Health & Safety Matters

14.8.1. The Contractor shall provide industrial safety helmets to BS EN397 and high visibility vests for the use of all personnel on site and for visitors. The Contractor shall use its best endeavours to ensure that appropriate Personal Protective Equipment is worn by all personnel on site and erect prominent notices designating the site as a 'Hard Hat Area'.

14.8.2. The Contractor shall provide information for the preparation of the Health and Safety File prior to Practical Completion.

14.8.3. The Contractor shall, at his own cost, provide and maintain welfare and safety measures up to the standards outlined in the Health and Safety at Work Act 1974, Etc., Construction (Design & Management) Regulations 2007), COSHH Regulation 2002 and all Acts, Regulations, Directives and Codes of Practice made under the Acts which affect their operation. This shall be in respect of both their own work people and the work people of sub-contractors or specialist firms employed for the Works.

14.8.4. The Contractor shall comply with the Health and Safety (First Aid) Regulations 1981 including the supply of first aid equipment and display within the site office details of the "appointed person".

14.8.5. The Contractor shall appoint a safety supervisor (Who may also be the Site Agent) for each site and shall also provide all necessary temporary accommodation for health, safety and welfare measures including proper mess and sanitary provisions.

14.8.6. Personal protection equipment shall be worn without exception as necessary and this shall include safety helmets, protective footwear, safety belts, lanyards etc. All equipment such as ladders, hoists and scaffolding shall be checked regularly and their condition recorded and such records shall be maintained and kept on site.

14.8.7. Where there is persistent abuse of safety measures by individuals or failure to wear protective equipment, the Contractor shall remove such offenders from site.

14.8.8. The Contractor shall comply with the Control of Asbestos Regulations 2006 when asbestos is suspected or known to be in any material to be handled by the Contractor during the Works.

14.8.9. No works shall be undertaken until a sample has been analysed by an approved safety consultant and following the results of such analysis the Contractor shall make known to the Employer's Agent his Method Statement for the removal of products containing asbestos or other deleterious matters to health, together with any awareness training.

14.8.10. The removal of such hazardous materials shall be the responsibility of the Contractor and shall be carried out at the sole cost of the Contractor and not considered a "Change" within the Contract. The Contractor shall satisfy themselves in respect of the removal of other hazardous materials including ground contamination and if such materials or contamination exists, the Contractor shall in liaison and with the approval of the Local/Statutory Authority remove or otherwise remediate the deleterious materials and/or contamination at their own cost in accordance with the approved remediation strategy. The Employer will permit access to the site for the Contractor to ascertain this at Tender stage where required.

14.9. Completion & Handover

14.9.1. The date for Completion of the Works shall be 9th February 2018. The Contractor shall, three weeks prior to his intention to complete the works, provide notice to the Employer's Agent. Two weeks prior to the date of Handover the Contractor shall provide a formal notice to the Employer's Agent which must accommodate the final week to include only for very minor de-snagging works, commissioning and final cleaning. The Contractor shall, at the three-week notice stage, provide to the Employer's Agent a list of snagging dates for the required elements, together with dates by which their own snagging will be substantially complete.

14.9.2. The Employer's Agent and Representative will only carry out snagging where works are substantially complete. If, in the reasonable opinion of the Employer's Agent, on the date of snagging the nature of snags is found to be excessive, the snagging date and, where applicable, the Handover date shall be reviewed. During the snagging

process, the Contractor shall arrange for all heating and mechanical systems including plant to be operational, commissioned and certified as such on the due date for snagging and for heating systems to have run continuously for the 24 hours previous to snagging inspections.

14.9.3. A formal snagging does not relieve the Contractor of his contractual obligations.

14.9.4. Lighting to all rooms and sanitary appliances shall be ready for testing, in respect of waste and overflow pipes,

14.9.5. If a defect or snag is subsequently detected after formal snagging or at Handover Inspection the Contractor shall undertake necessary works to enable Handover.

14.10. Pre-handover Requirements:

14.10.1. Prior to handover the contractor shall arrange a Maintenance Meeting in order to fully brief the Employer on the servicing & maintenance requirements of the Mechanical and Electrical Equipment on site. This meeting shall be attended by the relevant sub-contractors and/or suppliers and by the employer's maintenance providers. The intention of the meeting is to ensure that the employer is in possession of all information necessary to ensure adequate maintenance and servicing support is in place at handover.

14.11. Induction and Training

14.11.1. One week prior to Practical Completion, the Contractor shall arrange and organise an induction meeting in order to provide adequate training to the Employer's staff.

14.11.2. Employer Building Manual

14.11.3. The Contractor shall at least one month prior to Completion of the Works provide a completed draft document for approval containing the information required for handover in a suitable folder or binder (one copy) and an electronic version, Contractor is to agree the basis of the latter. The Contractor is to note that this document will also contain the Health & Safety File as required under the CDM Regulations. The Contractor is to provide all required detail for the Principal Designer to provide a file for Handover.

- As-built drawings showing or describing the Works, including: plans, elevations, scheme layout and location of each dwelling; the layout of electrical heating and

mechanical services including overflows, alarms, entry-phone system and any other specialist services within the dwellings, complete with the layout of any underground drainage services mains across the site showing inspection chambers, access points and stopcocks, etc.

- Installation and operation details, handbooks and information on the electrical, plumbing and heating installations, door entry system and any other specialist installation within the building(s) to ensure the Employer's Staff and/or contractors fully understand the scope and facilities provided.
- Manufacturers' and/or suppliers' guarantees and warranties etc, relating to materials, fittings, equipment and appliances. Where, for example, a manufacturer or supplier guarantee their product, but does not issue a separate form of guarantee, the Contractor shall supply the Employer's Agent with written details of the guarantee.
- A schedule of major materials and components used complete with manufacturer and supplier details (e.g. facing bricks, roof tiles, gutters, downpipes, doors, windows, ironmongery, sanitary ware, taps, kitchen fittings, floor coverings, wall tiling, heating and electrical installations, external paving and landscaping)
- Copies of manufacturers' literature for all products for which the proprietary brand/reference/model was installed, including COSHH dated data sheets and manufacturers' recommendations for cleaning and maintenance.
- Certificate or warranty of water system disinfection/testing where applicable.
- Detailed recommendations for preventative maintenance frequency and procedures to ensure the most efficient operation of the systems.
- Detailed procedures for fault finding.

14.12. Practical Completion/Handover Requirements

14.12.1. The Contractor shall provide at the latest on the date of Handover the following information on a disc and paper copy, failing which neither Practical Completion nor Handover will be effected in the absence of any of the following:

a. The Health & Safety File if in the opinion of the Principal Designer the file cannot be sufficiently completed due to lack of information from the Principal Contractor.
b. Electrical test certificates for each connection have not been provided including:

- NICEIC Test Certificate for each connection.
- NICEIC Electrical Test Certificate for each connection in respect of the domestic smoke alarms.
- Part P Completion Certificate for each connection.

c. Certification from a Gas Safe Registered Installer confirming any gas installations comply with the necessary regulations.

d. Formal notice from the Approved Inspector certifying that the works comply with Building Regulations. Including confirmation of Compliance with Robust Details and satisfactory sound tests.

e. The required number of keys for all new locks.

f. Fire Safety Information as required by the Regulation 16B (Building Regulations) or confirmation that such information has been passed to the responsible person (i.e. the person responsible for preparation of the Fire Risk Assessment).

g. A completed, final Health & Safety report showing AIR

14.12.2. At Handover, the Contractor shall additionally provide the following additional information, located within the Building Manual:

a. All guarantees issued in respect of the building and appliances installed and energy efficiency labels

b. Schedule of serial numbers & location of all installed appliances

c. One set of details for both user and installer in respect of all service installations, plant and equipment.

d. A written undertaking that no prohibited materials have been used in the Works or in connection with the Works.

e. FSC timber certification from supplier.

f. Boiler commissioning certificate.

14.13. Defects

14.13.1. During the rectification period, defects will be reported to the Contractor by the Employers directly by email. The Contractor must ensure that they have an efficient defects management service in place that can ensure accurate logging, timely remediation and notification of resolution of defects to the Employer.

14.13.2. The following are classified as emergency defects and shall be attended to within 4 hours (including weekends and statutory holidays) and will normally be notified to the Contractor initially by telephone.

- Dangerous structure
- Gas leak- major gas leaks shall be reported to the gas board
- Blocked or broken main drain
- Major plumbing repair (e.g. burst pipe)
- Failure of hot water system
- Failure of individual heating system
- No electricity/unsafe electricity
- Glazing or window defect when there is a danger to life or a security risk
- Fire alarm

14.13.3. The above defects shall be made good by the Contractor within 4 hours of notification as set out in the Contract. If the Contractor fails to make good the defects within the period stated, other contractors will be instructed to carry out the work and (where the Contractor cannot satisfactorily prove an abortive arranged visit) the cost will be deducted from sums otherwise due to the Contractor.

14.13.4. For Emergency defects arising outside normal working hours (9am to 5.00pm) the Employer (or building users) will report these directly to the Authority [insert name], who will either deal with the item or make a repair or temporary repair. Reasonable costs incurred will be deducted from monies owed, or recovered as a debt from the Contractor. As an alternative, the Contractor may offer their own out-of-hours service, and this is the Employer's preference.

14.13.5. The following defects are classified as urgent defects and should be remedied within 2 days. They will normally be notified to the Contractor initially by telephone. All defects will be emailed on a Defects Order.

- Failure of lighting to public areas
- Failure of security (entry system etc)
- Drainage defect leading to pooled water
- Electrical faults
- Defective 3G carpet likely to impact on safety of playing sport
- Faulty locks (where responsible)

14.13.6. The following defects are classed as non-urgent and should be remedied within 1 week. They will be notified to the Contractor on a Defects Order.

- Defective perimeter fencing impacting on security of facility and likely to lead to trespass
- Defective hard landscaping likely to create a trip hazard
- Defective 3G carpet such as “rucking”, “flat spots” etc, but not likely to cause injury to users

14.13.7. The following defects are classed as non-urgent and should be remedied within 28 days. They will be notified to the Contractor on a Defects Order.

- Decorative defect
- Defective hard landscaping but not likely to create a trip hazard
- Defective perimeter fencing but not likely to impact on security of facility

14.13.8. If any defects are not remedied within the period stated, the Contractor will be put on notice within 7 days of the Employer’s intention to appoint another Contractor to carry out the work. The cost will be deducted from sums otherwise due to the Contractor.

14.13.9. The Contractor will maintain a database of all defects. This should note the following.

- Nature of the defect
- When the Employer notified the Contractor of the defect
- The required remediation timeframe
- If the defect is live
- If the defect has been closed out
- Details of the actual fault found and the action taken (which may differ from the details of the defect at reporting stage)
- Any further comments about the defect

14.13.10. The updated database should be sent to the Employer on a monthly basis.

14.13.11. The Employer’s representative, when appropriate, will arrange regular progress meetings. Attendees at these meetings shall include the Contractor’s Contract Manager and the appropriate representative from the Contractors Aftersales team.

14.13.12. Following the completion of the End of Defects works, the Employer will check the work to ensure that defect works have been completed. The Employer will then notify the Contractor in writing of its findings and if any further work is required.

14.14. Maintenance During Rectification Period

14.14.1. During the rectification period, the Contractor shall execute or agree service contracts for the maintenance of any items where the frequency of such maintenance, testing and/or inspection, as identified in the manufacturer's literature, is 12 months or less.

14.14.2. At the conclusion of the rectification period the Contractor shall obtain updated test certificates for all electrical appliances installed as part of the Contract. The Contractor shall also obtain test certificates for the completed AGP pitch.

15. Specification Requirements

15.1. Quality/Workmanship/Materials

15.1.1. The following clauses to be read in conjunction with **Appendix B – Project Specification.**

15.1.2. A detailed project generic specification is provided at **Appendix B – Project Generic Specification.** The following specifications are applicable to this project (Tick all that apply):-

Ref	Project Specification Description	Required (Tick all that apply)
1	01D_PlayZone Scheme_Football Only Design_V1.pdf	✓
2	02D_PlayZone Scheme_Football & Rugby Design_V1.pdf	✓
3	03D_PlayZone Scheme_Football & Cricket Design_V1.pdf	✓
4	04D_PlayZone Scheme_Football & Hockey Design_V1.pdf	✓
5	05D_PlayZone Scheme_Football & Netball Design_V1.pdf	✓
6	06D_PlayZone Scheme_Football & Basketball Design_V1.pdf	✓
7	PlayZone Scheme - Standard Design Criteria & PQS_V1.pdf	✓

15.1.3. All materials, goods and appliances for the Works, unless otherwise stated, shall comply, as a minimum, with the latest relevant British Standard Specifications, Euro Codes, British Board of Agrèment Certificates, BRE Digests, LABC and Local Authority requirements. Where any materials, goods or appliances are covered by more than one of the above standards and/or recommendations, the higher standard shall apply.

15.1.4. All workmanship shall, as a minimum, comply with the recommendations of the latest relevant British Standard Codes of Practice and/or trade suppliers, manufacturers' representative bodies, Codes of Practice and recommendations of the LABC, BRE Digests and Local Authorities and best practice.

16. Information Requirements

16.1. Contractor's Proposals

16.1.1. The Contractor is to note that it will be required to incorporate these Employer's Requirements into its proposal document.

16.1.2. The Contractor is required to submit the following information with its tender:

a. Suitable drawings, specifications, details, etc, to clearly define the extent of the proposed Works and quality of materials and workmanship to be provided.
b. Preliminary programme as defined in Section 1, which should take account of appropriate design periods in addition to construction.
c. Completed Form of Tender.
d. Its proposals in respect of Design Documents that it intends to submit for the Employers approval in accordance with Schedule 1 of the Contract.
e. The Employer is seeking to minimise the amount of waste generated during its construction projects. The Contractor shall provide evidence to demonstrate an equivalent commitment, either through agreement to comply with:
   - the best practice published by WRAP; or
   - by providing documented evidence of an alternative scheme which they operate

16.1.3. The Contractors Proposals must include the following:

- Detailed site layout
- Services drawings for utility connections (including drainage)
- Sectional drawings and proposals for all aspects of the pitch
- Sectional drawings and proposals for the foundations for the changing room facility

16.2. Contract Sum Analysis

16.2.1. The Contractor is to fully complete the Contract Sum Analysis at **Appendix G – Contract Sum Analysis.**

Appendix A

Project Brief

Schedule 5, Part 3
Project Brief

Background to Project

Project Background

[brief description of the project requirement]

Contracting Authority

[details of the “Contracting Authority” calling off the works/services]

Site Location

[identification of site including site plan]

Site Constraints and Risks

[identification of any known site constraints and risks]

Works/Services Required

FMC Consultant/PlayZone Provider (Works/Services Required)

[* delete as appropriate dependent on whether it is the "FMC" or "PlayZone Provider". Describe the works/services required]

Timetable & Milestones

[insert key milestone dates]

Key Task/Milestone	Date

Financial Information

Project Budget

[provide overall budget and if available, a pre-tender estimate or cost plan.

Tender Requirements

Quality Proposal

[PlayZone Provider and FMC Consultant to provide a brief method statement with each project proposal]

Cost Proposal

[Set out cost requirements. The PlayZone Provider and FMC Consultant to set out their project cost based on their tendered framework fee rates or through a Competitive Award Exercise.]

Tender Process

Tender Procedure

[Confirm tender return procedures in accordance with client's requirements (Direct Award]

Tender Return

[Set tender return date for direct award]

Appendix B

Project Generic Specification

STANDARD DESIGN CRITERIA & PQS

PLAYZONE PITCH DESIGN

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LABOSPORT

DESIGN CRITERIA & PQS – PLAYZONE PITCH DESIGN

CLIENT	The Football Foundation
CLIENT ADDRESS	N / A
CLIENT CONTACT	Mark Coulson – The Football Foundation

SPECIFICATION NUMBER	N/A	
VERSION NUMBER & DATE	1.0	30/01/2023
AUTHOR		Louis Keeley Senior Consultant Louis.keeley@labosport.com
APPROVED BY		Phil Keeley Senior Consultant Phil.keeley@labosport.com

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Introduction & Design Concepts

Introduction
This document details the standard Design Criteria and Performance Quality Standards (PQS) necessary to create the various PlayZone Pitch Designs. This document should be used to facilitate tenders / commercial bids from qualified sportsground suppliers / installers (the Contractor) during a competitive process. This document explains the standard requirements for each part of the PlayZone Pitch Designs.

Design Concepts

The general design for each PlayZone Pitch is described below:

Option	Construction	Fencing	Floodlighting	Parts
1 – Football Only	40mm non-infill turf 15mm prefab shockpad 250mm Type 3 sub base (inc blinding layer)	3m high	Ave = 120Lux Uniformity = 0.65	1, 2, 3, 4, 5, 6.01, 6.02, 6.03, 6.05, 7, 8, 9.01A, 9.02A, 9.03A, 10.01, 10.02, 10.03, 10.04, 11, 12.01A
2 – Football & Rugby	40mm non-infill turf 15mm prefab shockpad 250mm Type 3 sub base (inc blinding layer)	3m high	Ave = 120Lux Uniformity = 0.65	1, 2, 3, 4, 5, 6.01, 6.02, 6.03, 6.05, 7, 8, 9.01A, 9.02A, 9.03A, 10.01, 10.02, 10.03, 10.04, 11, 12.01A
3 – Football & Cricket	20mm sand dressed turf 15mm in-situ shockpad 50mm porous macadam 250mm Type 3 sub base	3m high	Ave = 200Lux Uniformity = 0.65	1, 2, 3, 4, 5, 6.01, 6.02, 6.03, 6.04A, 6.05, 7, 8, 9.01B, 9.02B, 9.03B, 10.01, 10.02, 10.03, 10.04, 10.05A, 11, 12.01A
4 – Football & Hockey	20mm sand dressed turf 15mm in-situ shockpad 50mm porous macadam 250mm Type 3 sub base	3m high	Ave = 200Lux Uniformity = 0.65	1, 2, 3, 4, 5, 6.01, 6.02, 6.03, 6.04A, 6.05, 7, 8, 9.01B, 9.02B, 9.03B, 10.01, 10.02, 10.03, 10.04, 11, 12.01A
5 – Football & Netball	20mm sand dressed turf 15mm in-situ shockpad 50mm porous macadam 250mm Type 3 sub base	3m high (4m behind goals)	Ave = 120Lux Uniformity = 0.65	1, 2, 3, 4, 5, 6.01, 6.02, 6.03, 6.04A, 6.05, 7, 8, 9.01B, 9.02B, 9.03B, 10.01, 10.02, 10.03, 10.04, 10.05B, 11, 12.01A
6 – Football & Basketball	13-15mm porous polymeric surface 25mm porous surface macadam 40mm porous base macadam 200mm Type 1 sub base	3m high (4m behind goals)	Ave = 120Lux Uniformity = 0.65	1, 2, 3, 4, 5, 6.01, 6.02, 6.03, 6.04B, 6.05, 7, 8, 9.01C, 9.02C, 9.03C, 10.01, 10.02, 10.03, 10.04, 10.05C, 11, 12.01B

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Tender Information

Tender Conditions
This document shall form part of the form of contract.
The Contractor's tender / bid should be strictly in accordance with this document, the described schedule of work and all other tender stage documents and drawings and should not be qualified in anyway.
Any such qualifications are liable to result in a tender / bid which is otherwise favourable not being considered. The contractor should ensure, therefore, that any explanatory or descriptive matter included in their tender / bid does not constitute a qualification to the stated requirements and terms and conditions as stated in the tender documents.
All staff nominated by the Contractor to be associated with the Contract shall act in a professional manner in accordance with generally accepted standards and display the necessary skills and experience to the satisfaction of the Contract Administrator.
For the purposes of the Contract, the Contract Administrator will be notified to the Contractor by the Employer.
Should the Contractor be in doubt as to the interpretation of any part of this document, queries should be submitted in writing.
It is the responsibility of the prospective Contractor to obtain for themselves at their own expense any additional information necessary for the preparation of their tender / bid.
No payment will be made for any expenses or losses that may be incurred by any Contractor in the preparation of their tender.
Recipients of this document (whether they submit a tender or not) shall treat the details of the documents as private and confidential.
All documents requiring a signature shall be signed, where the Contractor is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
Any Contractor who canvasses the Employer either directly or indirectly regarding their tender will automatically result in their tender not being considered.

Tender / Bid Submission Requirements
Tenders / bids are invited for the supply of works, goods or services as described within this and associated documents.
Unless otherwise indicated in the schedule of work, tenders / bids must be submitted for the whole of the goods or services, and tenders for part only will be rejected.
The price on the tender / bid shall be the net amount after deduction of any discount or trade in allowance.
Tenders / bids must be submitted and received no later than the submission due date.
Tenders / bids received after the submission due date will remain unopened and will not be considered for acceptance.
After lodgement, the submitted tender / bid must remain for consideration for no less than **four calendar weeks from the submission deadline.**

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Health and Safety Compliance
The Contractor shall at all times be responsible for and shall take all such precautions as are necessary to protect the health and safety of all persons employed by it or to whom a duty of care is owed, and will comply with the requirements of 2015 Construction (Design & Management) Regulations (CDM) and the Health and Safety at Work Act 1974 (and any amendments or re-enactments thereof and any regulation acts and codes of practice made there under) and of any other Acts Regulations or Orders pertaining to the health and safety of employed persons or to others. The Contractor shall always comply with the Employer's relevant Health and Safety Policy. The Contractor shall operate its own Health and Safety Policy and will supply a copy upon request, together with any revisions and amendments as and when they occur. The Contractor shall nominate a person to be responsible for health and safety matters as required by the Health and Safety at Work Act. Whilst on the Employer's premises, the Contractor shall require its employees to comply with the lawful health and safety requirements. The Contractor's attention is drawn to the requirement for comprehensive risk assessments covering all aspects of the proposed works. The Contractor shall review its Health and Safety Policy and safe working procedures as often as may be necessary and in the light of changing legislation of working practices or the introduction of new equipment. The Contractor shall carry out a review and implement any revisions consequently thereof if required to do so by the Contract Administrator. The Contractor will maintain a Health and Safety Log which will be available for inspection for the duration of the contract. The Contractor will be responsible for the correct use and wearing of all Personal Protection Equipment (PPE) by all its staff and sub-contractors in line with the Employer's Health and Safety Policy. The Contractor will be responsible for maintaining training records for all staff and sub-contractors including asbestos awareness and will be responsible for all training being adequate and up to date. The Contractor shall ensure that their entire staff reports all accidents, however small, to the Contract Administrator and also arrange for an Accident Report Form to be completed. A copy of this must be forwarded to the Contract Administrator. The Contractor must provide, in addition, a Staff Accident Book, form B1510 as required by the Social Security Act 1975 and record all staff accidents therein. The Contractor shall pay particular attention to its responsibility under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1985. Health and Safety Hazards: • The nature and condition of the site cannot be fully and certainly ascertained before it is opened • The accuracy and sufficiency of the information contained within this document and appendices is not guaranteed by the Employer or their representatives • The Contractor should ascertain if any additional information is required to ensure the safety of all persons and the works • The Contractor should draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures Security • The Contractor shall ensure that all requirements of the Employer regarding security arrangements are complied with in all respects • The Contractor shall be responsible for the security of all materials and equipment used in or about the provision of the works and services

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Environmental Management

- The Contractor shall adopt high standards of environmental protection and management throughout the delivery of this contract
- Measures to reduce waste and encourage recycling on site should be used wherever possible
- The adoption of ethical purchasing considerations and the use of environmentally sustainable products and materials should be adopted where possible

Audit Inspection

- The Contractor shall retain copies of all documentation relating to this contract for a period of five years from the date of the Final Certificate, which shall be available, subject to reasonable notice throughout this time for the Employer's auditors to inspect as and when is necessary.

Construction (Design and Management) Regulations 2015

Construction (Design and Management) Regulations 2015 (CDM 2015) are effective from 06th April 2015 (replacing CDM 2007) and these regulations govern the management of health, safety and welfare when undertaking construction projects.

The Health and Safety Executive has published guidance for those who have legal duties under CDM 2015, which explains what they must or should do to comply with the law.

Any actions required should always be proportionate to the risks in the construction project.

The difference duty holders associated with this contract are described below.

CDM 2015 Duty Holders

The Football Foundation is the client for whom the construction project is carried out.

Labosport Ltd is the designer who has prepared a working design for a building, product or system relating to construction work, although some aspects of the design will be the responsibility of the Contractor as detailed in the contractual arrangements.

Labosport Ltd is the principal designer appointed by the client in projects involving more than one contractor or sub-contractor.

If appropriate, the **appointed Contractor** is the principal contractor appointed by the client to coordinate the construction phase of a project where it involves more than one contractor.

The **appointed Contractor** is the contractor appointed to undertake the actual construction works and can be either an individual or a company.

The workers are the people who work for or under the control of the Contractor on the construction site.

Key elements to securing construction health and safety include:

- Managing risks to health and safety by applying the general principles of prevention
- Appointing the right people and organisations at the right time
- Making sure everyone has the access to information, instruction, training and supervision they need to carry out their jobs in a way that secures health and safety
- Duty holders co-operating and communicating with each other and coordinating their work
- Consulting with workers and engaging with them to promote and develop effective measures to secure health, safety and welfare

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Design Criteria and Performance Quality Standards (PQS)

The Contractor must ensure that the proposed works are designed in accordance with and constructed in full compliance with the following sources of technical guidance applicable to the proposal:

AGP Formation, Drainage and Base Preparation:

- SAPCA Code of Practice for the Design, Specification and Testing of Bases for Outdoor Synthetic Sport Areas (2020)

Ball Stop Fencing / Pitch Barriers

- BS EN 15312:2010 A1:2 Free Access multi-sports equipment – Requirements, including:
- Clause 5.5.1.2.1 Resistance to repeated impact of footballs
- Clause 5.5.1.2.2 Very intense forceful impact resistance to player's kicks
- SAPCA Code of Practice for the Construction and Maintenance of Fencing Systems (2022)

Floodlighting:

- BS EN 12193 – Light and Lighting – Sports Lighting (2018)
- The Institute of Lighting Professionals (ILP): Guidance Notes for the Reduction of Obtrusive Light – Guidance Note 01/20
- The Institute of Electrical Engineers Wiring Regulations BS 7671

Surface Layer:

- BS EN 15330-1 (2013) Requirements for Long Pile Synthetic Turf Football Pitches or
- BS EN 15330-1 (2013) Requirements for Combined use Long Pile Synthetic Turf Football and Rugby Pitches or
- BS EN 15330-1 (2013) Requirements for Short Pile Synthetic Turf Hockey and Football Pitches or
- BS EN 14877 (2013) Requirements for Synthetic Surfaces Intended for Multi-Sports Facilities

Sports Equipment, Site furniture and Sundries (Goals, Cricket Wickets, Netball & Basketball Post System)

- Part of fencing systems

Pedestrian Access / Hard Standing Areas:

- Sport England Design Guidance Note 'Accessible Sports Facilities 2010'
- The Building Regulations 2010 Approved Document M – Access to and use of buildings: Volume 2 – Buildings other than dwellings

Generally:

- Works must comply with current Building Regulations and British / European Standards applicable to the proposal
- The provision of proprietary materials, components and systems supplied or supplied and installed throughout this contract is binding upon the Contractor unless express permission is sought from the Employer. The Contractor may submit alternatives for approval from other sources if they can prove that such suppliers are of equal quality, performance and fitness for purpose, subject to agreement with the Employer.
- The Contractor shall obtain the manufacturers' printed instructions relating to all proprietary materials and systems built into the works and the Contractor shall take strict precautions to ensure that their recommendations are followed.

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Warranty Provisions

The Contractor will provide written statements on the validity and scope of warranties before the commencement of works.

The Contractor is advised of the indicative profile of usage in hrs / week, this profile will be verified a number of times during the warranty period by provision of usage data take from booking system:

- Pitch play – 50hrs/week

All warranties (inclusive of materials and labour) to be offered by the Contractor for the entire period of warranty must be transferable from the original manufacturer / supplier to the Employer, in the event the Contractor ceases trading during the warranty period.

The AGP shall be provided with the following minimum warranties in conjunction with appropriate periodic maintenance input:

Aspect	Requirements	Minimum Cover
Performance Quality Standard	BS EN 15330-1 (2013) Requirements for Long Pile Synthetic Turf Football Pitches BS EN 15330-1 (2013) Requirements for Combined use Long Pile Synthetic Turf Football and Rugby Pitches or BS EN 15330-1 (2013) Requirements for Short Pile Synthetic Turf Hockey and Football Pitches or BS EN 14877 (2013) Requirements for Synthetic Surfaces Intended for Multi-Sports Facilities	Five Years Three Years
Artificial Grass Pitch	UV stability of synthetic materials Seam Strength – all joints must remain fixed, secure and fit for purpose and with seam strength not less than stipulated in the above PQS. Some localised minor failure is allowable as this may occur during deep cleaning operations but should not be excessive or repeated	Eight Years Five Years
Base Preparation	Stability of base construction and functionality	Ten Years
Drainage	Surface water drainage performance and functionality	Ten Years
Fencing	All workmanship and materials will be to a standard which ensures the tolerances stipulated in this ER document are maintained and the products remain fit for purpose	Five Years
Floodlighting	All workmanship and materials will be to a standard which ensures the tolerances stipulated in this ER document are maintained and the products remain fit for purpose	Five Years
Sports Equipment	All workmanship and materials will be to a standard which ensures the tolerances stipulated in this ER document are maintained and the products remain fit for purpose	Three Years
Other	All workmanship and materials will be to a standard which ensures the tolerances stipulated in this ER document are maintained and the products remain fit for purpose	One Year

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Failure of Tests
Should any samples or intermediate stages of construction tested, or formal performance testing be found, in the opinion of the Employer, to be unsatisfactory or likely to produce or has produced unsound work, the defective material or the consignment which the sample represents shall be removed from the site or suitable corrective action taken, as approved by the Employer, to achieve the specified performance outcome. Notwithstanding this, any sample or intermediate work stage, which has been accepted by the Employer, may subsequently be rejected if they decide the quality has in any way deteriorated. The Contractor shall, at their own expense, remove and replace all rejected materials, or correct any intermediate work stage proven to be non-compliant with the specification. Any delays consequential upon the rejection of any sample / work stage shall not relieve the Contractor from their responsibility with regard to completion within the agreed contract period. If an extension to the contract period is required, the Contractor should request an extension formally. Work corrected or materials replaced for these reasons will be re-checked or re-tested by the Employer (or their representatives). The additional costs of testing any material replaced for this reason or re-inspecting any work stage subjected to remedial works shall be recovered from the Contractor, either by an appropriate deduction from the contract sum, or from an agreement directly with the Employer (or their representatives).

Repairs Under Warranty
The Contractor shall undertake and complete fully to the satisfaction of the Employer (and their representatives) general repairs under warranty within 15 working days of notification in writing (or other agreed form of communication). Specialist repairs shall be completed within 10 working days of notification in writing (or other agreed form of communication) to the full satisfaction of the Employer (and their representatives). Emergency repairs (EG structural failures) shall be completed within 5 working days of notification in writing (or other agreed form of communication) to the full satisfaction of the Employer (and their representatives). In all cases, identical materials to the original installation shall be used. Furthermore, the Contractor shall schedule any repair works to avoid detrimental impact to the Employer's planned programme of use of the facility.

Indemnity
The Contractor will indemnify the Employer from and against all liabilities, damages, costs, losses, claims, expenses, charges, demands and proceedings in respect of any injury (except to the extent that such accident or injury results from or is contributed to by the negligence of the Employer) or damage to any person or property due to or arising (whether directly or indirectly) from: • The carrying out of the services • The provisions of the contract and the compliance or non-compliance with them by the Contractor or its employees or any of its sub-contractors • Any breach or non-observance by the Contractor or its employees or sub-contractors of any conditions or in the carrying out of the services • Any acts that neglect / default of the Contractor or its sub-contractors Subject to these conditions, the Contractor will be liable for any loss suffered by the Employer because of the Contractor act, negligence, fault or omission or in breach of its obligations under this contract.

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Insurances

The Contractor will always keep insured and indemnified its employees, its agents, the public and the Employer with an insurance office approved by the Employer in respect of the matters set out below, for an amount not less than indemnity limits specified below which will apply to any one occurrence or series of occurrences arising from one cause:

Insurance	Amount Required
Employers Liability	£10,000,000.00
Public and Products Liability	£10,000,000.00
Contractor All Risks	£500,000.00
Professional Indemnity	£500,000.00

Copies of the above insurances should be provided by the Contractor upon request, and copies of each annual renewal notice provided, for the life of the contract.

The Contractor will, where instructed by the Employer, resolve any claims received in relation to the provision of the services by the Contractor and at the Contractor's own expense.

The Employer (or their representatives) will notify the Contractor in writing if any insurance policy does not provide enough cover to comply with this condition or otherwise fails to meet the Employer's Requirements.

Where this happens, the Contractor will arrange such insurance so to comply.

If the Contractor fails to do this, the Employer may arrange the insurance itself and the specialist sportsground contractor / installer will pay to the joint Employer all costs (including administrative costs) which the Employer incurs in so doing.

Assignment and Sub-Contracting

The Employer may assign the benefit of this contract or any part thereof to any statutory or other public body and shall give written notice of any such assignment to the Contractor.

The Contractor shall under no circumstances assign or purport to assign the whole or part of this contract and / or the services or any part thereof to any person or party whatsoever.

The Contractor shall not sub-contract any of the services without obtaining the prior written consent from the Employer.

If any of the services are sub-contracted without permission, the Employer may order the sub-contractor from the Employers premises and order the work to be carried out by any party that it so elects, and the additional costs incurred by the Employer in arranging for the services to be carried out by another party shall be borne by the Contractor.

Failure or neglect by a sub-contractor to comply with any of the conditions shall be deemed to be the failure or neglect of the Contractor and the rights, powers and remedies reserved to the Employer by this contract in the event of such failure or neglect shall apply accordingly.

The Employer reserves the right to refuse consent to the sub-contracting of any of the services by the Contractor for any reason.

Where consent is given however, the Contractor will supply the approved sub-contractor with a copy of the contract and will impose the provisions of them onto the sub-contractor.

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Schedule of Work Preamble
The schedule of work is to be read in conjunction with all other sections contained within tender stage documents and drawing package(s). All prices and rates shall be expressed to two places of decimals. All items in the schedule of work should be completed with individual rates or prices provided by the Contractor and should not be grouped together. If any item contained in the schedule of work is not priced, it will be deemed that the cost has been included for elsewhere in the schedule of work and the rate payable against that item will be zero. On request from the Employer, the Contractor must provide details of where this cost has been included for, to the Employer's satisfaction. Where there is a discrepancy between the rate and the associated amount tendered in the schedule of work, the rate shall apply, and the amount shall be adjusted accordingly. Where there is a discrepancy between the rate and the associated amount in the schedule of work, the amount shall apply, and the rate shall be adjusted accordingly. Unless stated otherwise, the cost of complying with conditions of contract shall be covered by the rates and prices inserted against the items in the schedule of work. In the schedule of work, the sub-headings and item descriptions identify the work covered by the respective items, but the exact nature and extent of the work to be performed is ascertained by reference to tender stage drawing(s) and the conditions of contract. The rates and prices entered in the schedule of work shall be deemed to be the full inclusive value of the work covered by the respective items, including but not limited to the following, unless expressly stated otherwise: • Labour and costs associated therewith including all site allowances • Plant and costs associated therewith including transport to and from site • The supply, loading, transporting and deliver to site, unloading, handling and storage of materials and goods • Taking delivery of materials and goods supplied by others, loading, transporting and delivery to site, unloading, handling, storage and returning any surplus • Assembling, mixing, fixing, erecting, lifting, hoisting, handling, spreading, installing and placing of materials and goods in position • Waste, bulking and shrinkage of materials • Removal and disposal off site of surplus or spoil materials and costs in connection therewith including tip fees • Temporary works • Provision of working space and upholding sides of excavations • Notifying, planning and liaising with all relevant statutory bodies, authorities and clients to obtain all licences and permits necessary for the execution of the works, and costs in connection therewith • Taking precautions and measures as far as is reasonable and practical to prevent interference with or damage to existing structures, services, utilities, roads, footpaths, paved areas, watercourses, drainage systems, public and private vehicular and pedestrian accesses, trees, graves, burial urns, including the provision of alternative access if necessary • The effect of phasing of the works or of alteration or additions to existing services and supplies to the extent that such work is set forth or reasonably implied in the contract • Keeping the works where necessary, and as near as may be practical, free from water and protected from damage to due water and from weather conditions which may adversely affect the works including dewatering of excavations and taking measures to prevent floatation of new or existing structures • Submitting to the Employer all drawings, details of procedures and methods of construction to be used, calculations, technical literature, test certificates and any other documents or information required to be submitted in accordance with the schedules of work • All costs for quality assurance systems including carrying out all tests and providing certificates of conformity

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- Attendance and transport for sampling and testing carried out by the Employer and supplying results of tests carried out by the Contractor
- Establishment charges, overhead charges, profit and all preliminary costs
- General obligations, liabilities and risks involved in the execution of the works set forth or reasonably implied in the contract
- Adjustment for the rise and fall in costs
- All items have been measured net and no allowance has been made for laps, cutting, bulking, shrinking or waste, unless expressly stated otherwise
- The quantity given against items in the schedule of work has been rounded up to the nearest whole.

The following abbreviations have been used for units of measurement:

Unit	**Abbreviation**	**Unit**	**Abbreviation**
Millimetre	MM	Item	Item
Metre	M	Millilitre	ML
Square Metre	M^2	Litre	L
Linear Metre	MLin	Hour	Hr
Cubic Metre	M^3	Day	Day
Kilogram	KG	Man Day	M/Day
Tonne	T	Week	Wk
Number of	Nr	Provisional Sum	PS
Set	Set	Provisional Quantity	PQ

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Section 1 – Contract Preliminaries

1.0 – Contract Preliminaries	
Reference	**Minimum Work Requirements**
1.01	Allowance for compliance with the Main Contract Preliminaries and Conditions of Contract.
1.02	Allowance for the provision of necessary preparation, management, supervision and administration of the works in compliance with Construction (Design and Management) Regulations 2015 (CDM 2015).
1.03	Allowance for sufficient resources in which to prepare, mobilise and install the scheduled works to ensure Practical Completion on the contracted due date.
1.04	Provision of DBS clearance for all site personnel whether employed directly or indirectly.
1.05	Allowance for developing the outline designs provided to full detailed construction drawings.
1.06	Provision of: • Management and Staff • General Labour • General Attendance • Contract Insurances • All Sundries • Temporary Power and Lighting • Fuel • Temporary Water • Communications • Personal Transport • Construction Transport • Small Plant and Tools • General Plant • Earthmoving Plant • Paving and Surfacing Plant • Support Scaffold and Propping • Temporary Fencing and Hoardings • Watching and Lighting
1.07	Adherence of traffic regulations.
1.08	Cleaning of roads, pavements and footpaths during the construction period (if necessary).
1.09	Provision of dilapidations including photographs of existing condition of all hard standings / soft landscaping etc.
1.10	Allowance for the operation and maintenance procedures and requirements (incorporating Health and Safety files), including full warranties, guarantees, and a record of drawings in bound hard copy and electronic copy formats.
1.11	Allowance for a full and detailed demonstration of the operational requirements for the completed facility to the Employer (at handover). This demonstration should include details of the maintenance regime. It shall detail procedures to ensure the specified parameters are maintained, the appropriate climatic conditions in which work can be carried out, the appropriate health and safety requirements and training the personnel may require. The Contractor should allow an appropriate cost to cover training and advising of the Employer's maintenance staff.
1.12	The Contractor is to identify any further additional preliminary items required to complete the construction work in accordance with the Employer's Requirements.
1.13	<u>Pumping and Dealing with Water</u>

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	The Contractor shall take all risks of damage which may arise from water, whatever the source or cause, and shall take proper steps to ensure the works are kept dry and free from scour. They shall provide and use sufficient plant, including all engines, pumps, troughs, cofferdams, tanks, sumps, pipes and other things required. They shall also provide labour to execute the necessary pumping, bailing, damming and other works, all without charge beyond the scheduled rates. The Contractor shall take all possible precautions to ensure the efficient protection of all streams and waterways against pollution from tar, oil, cement, or other substance used. They shall indemnify the Employer against any claim arising from such pollution during the execution of the work and the period of maintenance.
1.14	Protection of Structures, Roadways, ETC All existing roadways adjacent to the site and walls, fences, building and trees which require to be maintained shall be protected by the Contractor, where necessary, and kept free from damage due to operations under the contract. The Contractor shall be responsible for making good all extraordinary wear or other damage to roadways, footways and grass surfaces by them or those for whom they are responsible for in connection with the execution of the works. Whether such roadways or footways are publicly or privately owned, the Contractor shall keep clean and free from dirt, debris and other obstruction associated with the works which would result in un-safe and impeded use.
1.15	Protection of Works The Contractor shall provide, erect, maintain, adapt and remove when no longer required, all necessary measures for the protection of the works, materials, plant, all persons and property which may be affected during the execution of the works thereof against damage, theft, vandalism or loss from any cause. The Contractor shall regularly remove all waste, debris, redundant plant and equipment (and instruct sub-contractors to do the same) and otherwise maintain the site in a clean, tidy and safe condition at all times.
1.16	Safety Legislation All chemicals must be applied by trained, certified applicators as defined by the Food and Environmental Protection Act 1985 (Pesticides). Copies of FEPA certificates will be required by the Contract Administrator. Records of pesticide application must be kept, and the Contractor must abide by the Control of Substances Hazardous to Health Regulations 2002. The Contractor shall abide by ALL legislation relating to safety and welfare on site, in particular the Health and Safety at Work Act 1974.
1.17	Existing Services The Contractor shall check on any existing services on site and make all necessary provisions to prevent damage. Any damage shall be repaired to a good standard (approved by the Contract Administrator) at the Contractor's expense.
1.18	Samples The Contractor shall supply samples and their data analysis sheets of all materials to the Contract Administrator for approval prior to commencement of the works. The Contractor must include in their tender for the cost of all material analysis until samples are approved. Samples, which shall not be deemed to be approved unless approved in writing, will not be returned. Materials supplied on the basis of approved samples shall be equal to the same in every respect. When materials have been approved and work commences, the Contract Administrator reserves the right to take samples of the materials as often as they deem necessary and have them tested. The Client shall not be responsible for any delay to the works caused by the rejection of any materials. Where samples are required to be submitted, they are to be properly labelled samples delivered free of cost to the Contract Administrator's chosen laboratory.

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1.19	<u>Procurement of Materials and Standards</u> Any difficulty encountered in procuring a specified material shall be immediately referred to the Contract Administrator for their instructions. No claim will be entertained in respect of extension of time and / or loss and expense caused by the Contractor's inability to secure such specified material or suitable alternative that the Contract Administrator at their discretion may authorise. Where a specification issued by the British Standard Institution is current at the date of tender and is applicable to any labour, services, material or goods to be incorporated in the works such items shall be in accordance with that specification unless the items in the specification are superior to the requirements of the appropriate British Standard, in which case the items shall be supplied or undertaken in accordance with the description so contained in the specification.

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Section 2 – Design and Testing

2.0 – Design and Testing	
Reference	**Minimum Work Requirements**
2.01	Allow for all responsibility for the Contractor to satisfy themselves as to the nature of the existing site and grounds to allow them to fully design and construct the works as required under this Contract. On the award of the Contract, the successful Contractor has been deemed to have read all technical reports and drawings and to have fully understood their contents. No claims will be accepted for lack of information or inaccuracies in this respect.
2.02	Allow for all responsibility of the preparation of the 'Contractors Portion of the Design' as defined in the contract requirements, and for the construction of the whole project as described in the requirements. The Contractor shall use the tender stage scheme indicated within tender documents as a basis for the development of the works. Technical documents, calculations, drawings and reports to be provided by the Contractor to validate the tendered proposal will include, but not limited to, the following information: • Base and foundations calculations • Drainage calculations and soakaway design (if required) • Hard standing base and foundations calculations • Fence post foundations calculations • Floodlighting column foundations calculations • Soft Landscaping • Contractor choice of surfacing system to meet relevant performance requirements Any materials, fixings, foundations or drainage detail and associated technical calculations including dimensions indicated in tender documents are typical only and shall not relieve the Contractor in any way of their own design or other responsibilities.
2.03	Allow for preparing inspection test plans for works and materials, to be completed and reported at each critical stage of construction and throughout the sequential programme of works. **<u>The Key Stage Inspections will be carried out by Labosport</u>** and the client will be financing these directly. **THERE IS NO REQUIREMENT TO PROVIDE A PRICE FOR THE TESTING COSTS AS PART OF THIS TENDER. THE ONLY COSTS TO BE INDICATED ARE THOSE WHICH THE CONTRACTOR FEELS ARE NECESSARY FOR THEIR OPERATIVES TO FACILITATE THE INSPECTIONS AND PROVIDE THE REQUIRED SAMPLES.** The requirement of sequential inspections is to ensure that the completed works may be accepted by the Employer with the reassurance that at the point of handover, the works contain no significant faults or omissions in the work which would require the Contractor to re-enter the site to carry out further works ('zero defects'). Labosport will report to the Employer and Contractor the test / inspection results upon completion of each successive inspection, this will include a recommendation to proceed to the next stage of construction or to carry our any necessary rectification works.

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The inspection visits will be carried out at the following stages:

1. Formation & Drainage Inspection
2. Sub Base & Kerbs Inspection
3. Macadam Inspection (if required by design)
4. Shockpad Inspection (if required by design)
5. Upon Project Completion (Completion Testing)

Formation

Longitudinal Slope / Lateral Slope / Symmetry – ± 0.1% tolerance on slope

Adequate Compaction (Inferred CBR Testing) – ≥ 5% CBR typical

Smoothness / Surface Regularity – ≤ 25mm under a 3m straightedge

Adequate Reinforcement / Stabilisation (if required)

Appropriate Covering

Drainage

Material Quality

Spacing / Line / Invert Level

Connections / Backfill

Outfall / Performance Check

Sub Base

Material(s) Quality

Constructed Depth / Level / Slope – ± 0.1% tolerance on slope, ± 10% tolerance on depth

Adequate Compaction – 40MPa load bearing capacity (stiffness when measured with LWD)

Finished Consistency

Smoothness / Surface Regularity – ≤ 10mm under a 3m straightedge

Kerbs

Material Quality

Setting Out / Line / Level / Height

Longitudinal Slope / Lateral Slope / Symmetry – ± 0.1% tolerance on slope

Foundation Size / Stability

Macadam (Engineered) Base (if required by design)

Material(s) Quality

Constructed Depth / Level / Slope – ± 0.1% tolerance on slope, ± 10% tolerance on depth

Adequate Compaction

Finished Consistency

Smoothness / Surface Regularity – ≤ 6mm / 10mm under a 3m straightedge (depending on design)

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	Surface Layer (shockpad and surface if required by design) Material/s Quality Setting Out (As Producer Cutting Plan) Joint Quality Line Markings Position / Width / Straightness Infill Application Finished Consistency Smoothness / Surface Regularity Surface and Infill Technical Characteristics Labosport will undertake a completion inspection of the works, undertaking a performance test to assess the works adherence to the following performance requirements depending on design: **BS EN 15330-1 (2013) Requirements for Long Pile Synthetic Turf Football Pitches or** **BS EN 15330-1 (2013) Requirements for Combined use Long Pile Synthetic Turf Football and Rugby Pitches or** **BS EN 15330-1 (2013) Requirements for Short Pile Synthetic Turf Hockey and Football Pitches or** **BS EN 14877 (2013) Requirements for Synthetic Surfaces Intended for Multi-Sports Facilities**

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Section 3 – Site Establishment

3.0 – Site Establishment	
Reference	**Minimum Work Requirements**
3.01	Carry out appraisal of site area approach, entry and movements whilst tendering for the works and make all necessary allowances as required, including: • Banks person for all deliveries and removals as necessary Maintaining an emergency access
3.02	Establish an area to be used as the site compound and site access that can withstand all trafficking and haulage for the duration of the works. The site compound and access must accommodate all construction activities and movements, which must be contained within the site curtilage for site office and welfare, storage of plant and materials, parking and manoeuvring of site operatives and visitors' vehicles together with the loading and un-loading of goods vehicles.
3.03	Supply and erect temporary security fencing, consisting of 2.0 high open steel weld mesh fencing (Heras or similar approved) around the development areas, compound areas and site access throughout the entire construction period as per the Tender Phase health and safety plan. This fencing shall be retained intact and at full height and extent until the works are completed. The fencing should include security gates as required. The fencing should be checked twice daily.
3.04	Supply, install and provide the following during the entire construction period to comply with CDM 2015 as required by site specifics: • public health and safety / warning signage around the temporary security fencing perimeter at regular intervals • Self-contained site office and appropriate welfare facilities • Temporary storage facilities for any fragile / vulnerable building materials Onsite security to protect works and building materials
3.05	Deliver construction machinery and plant to site and allow for removal upon completion of the works.
3.06	Provide adequate protection of the entire works against any form of damage / deterioration. This shall include protective tapes, casings, guard rails etc (to be removed and disposed offsite upon completion). Tarpaulins / temporary heating shall be provided if required. Particular care should be taken to mask self-finished surfaces during the installation of adjacent works.
3.07	Locate and protect throughout the works a site benchmark (if required). This is to consist of a wooden / steel pin set in an area where it cannot be damaged / moved. The benchmark is to provide reference for measurements of levels.

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Section 4 – Site Clearance, Excavations and Ground Work

4.0 – Site Clearance, Excavations and Ground Work	
Reference	**Minimum Work Requirements**
4.01	Dismantle, break out and remove any existing kerb / foundations within the development area.
4.02	Supply and install herbicide treatment over the grassed development area, leave for an adequate period of time to ensure necessary chemical reaction; then carry out surface rotavating / flail mow in preparation for surface stripping works.
4.03	Strip, excavate and remove existing surfacing material and topsoil from the development area to expose underlying inert soil, free from organic content and capable of preparing / rendering a formation level. Material should be disposed off-site.
4.04	Design, supply and install, and carry out ground works to the development area to create a formation level capable of supporting the overlying construction including: • Trimming / grading / cut and filling as required to the exposed underlying inert soil (please note this pitch has been designed to best match current falls on the site) • Consolidation / compaction of underlying inert soils to produce an even and stable formation level with reduced levels accurately below proposed final levels The Contractor is advised to read the Ground Investigation Report that accompanies the tender pack, to fully ensure they understand the ground conditions related to this project. All groundwork shall be undertaken to the following typical workmanship quality: <u>General Operations</u> All materials to be prepared in accordance with **Highways England Volume 1: Specification for Highway Works Series 600: Earthworks.** Any obvious soft or loose soil should be excavated and backfilled with a suitable fill material. Soils should be considered as frost susceptible. All materials disturbed during this process should be replaced in layers no greater than 150mm thick and must be fully compacted and consolidated to ensure no future settlement or subsidence. Work to create the formation level surface shall ensure full compaction and consolidation to ensure no future settlement or subsidence. The formation level surface shall be free from mud or slurry and will have no areas of freestanding water. <u>Adverse Weather Conditions</u> Any cut / fill / re-grading operations shall be carried out when inert soil / sub soil is below its plastic limit. <u>Accuracy</u>

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	The formation surface shall be graded such that there are no deviations ≥ 25mm beneath a 3m straight edge, relative to design levels. The formation should have a CBR of ≥ 5% when measured with a DCP in 3Nr locations. As an extra over cost, in scenarios where this is not achieved, the Contractor will be asked to provide a cost to design, supply and install reinforcement onto the formation level across the development area (via a geogrid, stabilisation or similar technique) to produce an even and stable formation level to counter act any relative softness of inert soil / sub soil and as deemed necessary to adequately support the overlying construction. The formation surface should form a smooth transition with all adjacent ground areas.
4.05	Design, supply and install any adjustments (over dig) onto land adjacent to the development area if required to marry the works into surrounding land ensuring that the works blend seamlessly with surrounding landscape levels. Resultant cuttings and embankments shall be trimmed to an appropriate gradient with even contours. Maximum gradients should not exceed 33% (1:3). All groundwork shall be undertaken to the above workmanship quality.
4.06	Supply and apply a proprietary residual herbicide treatment over the entire formation level across the development area. During this process, protect surrounding grassed and vegetation areas from damage. <u>Please note</u> The use of pesticides (inc. herbicide treatments) is covered by various pieces of legislation, primarily The Food and Environment Protection Act 1985 (FEPA), Control of Pesticides Regulations 1986 (COPR) and The Control of Substances Hazardous to Health Regulations 1988 (COSHH). Only approved products may be used, and a Certificate of Competence must be held for all persons applying pesticides (e.g National Proficiency Test Council (NPTC) PA1, PA2, etc) and those advising on pesticide use should be registered with BASIS (British Agrochemical Standards Inspection Scheme).

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Section 5 – Drainage

5.0 – Drainage	
Reference	**Minimum Work Requirements**
5.01	Excavate the formation layer for below pitch drainage pipework, drainage collector pipe work, outfall pipework and soakaway system.
5.02	Design, supply and install an underground drainage system beneath the pitch development area and access routes. The design should follow the below typical requirements: • 150mm Ø UPVC perforated corrugated plastic carrier drainage pipes laid into geotextile lined, gravel-filled trenches (or similar) around pitch perimeter • Pre-cast concrete (PCC) silt-trap / inspection chambers founded onto a mass concrete bedding (GEN0) or Standard mix ST1 (or similar as recommended). • Twin wall smooth bore 225mm Ø pipe (internal diameter size) within pipe bedding exiting from the lowest inspection chamber and joining the new soakaway • Proposed water attenuation via a new soakaway to be constructed adjacent to the pitch. The soakaway should be constructed as to fully discharge only into the natural ground conditions and be sealed if it extends through any Made Ground. For the purposes of this tender, it has been suggested that soakaway should be 30m3 (6 x 5 x 1m soakaway design). This will be dependant on results from the geotechnical report and the design proposed therein. <u>Materials Generally</u> Conforming to **EN 1401-1:1998** and **BS 7158**. UPVC pipe shall comply with **BS 4514-1** and **BS EN 1329-1** and be kitemarked certified and / or produced to any other relevant current British or European Standards. All other drainage materials shall be manufactured in accordance with the current British and European Standards. All drainage systems should have an Agrément or comparable certification and should be installed strictly in accordance with the manufacturer's requirements. Concrete bedding should be in accordance with **BS EN 206-1**, **BS 5328-1,2,3** and **BS 8500-1,2**. All inspection chambers shall include a sump of at least 150mm depth below the lowest inlet pipe. The top of all inspection chambers shall be set level with the ground level. The cover loading for the inspection chambers shall be Class B125. Covers shall also incorporate a locking mechanism to prevent unauthorised entry. Granular material for bedding and surrounds to drainage shall be single-sized, irregular coarse aggregate complying with **BS 882 Table 4**.

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Selected backfill material shall be dry and clean, suitable for the purpose and capable of compaction, using water if necessary to form a stable, dense fill. It shall exclude any lump exceeding 75mm in any direction, any vegetable or metallic material liable to decay, clays and salt.

Granular backfill material shall be natural or crushed sand, gravel or stone, uniformly graded for particle size and grading.

When used in conjunction with proprietary drainage channels, gullies shall be pattern supplied and shall be complete with silt buckets and lockable removable access covers.

The Contractor shall provide two sets of lifting and / or locking keys for each type of inspection cover and / or grating.

Installation Generally

Trenches to be sized 300mm wide minimum

Carrier trenches to be sized 750mm deep minimum below formation level.

Trenches must be laid to consistent and even gradients to suitably disperse of surface water.

Trenches to be lined with a proprietary geotextile layer, with joints that should be overlapped by a minimum of 300mm.

The geotextile layer shall be a non-woven type and shall contain a minimum tensile strength of 20kN/m when tested in accordance with BS EN ISO 10319. The membrane shall contain static puncture strength of at least 2kN when tested in accordance with BS EN ISO 12236.

Drainage pipes to be placed onto 25mm minimum gravel bedding, and trenches to be completely backfilled with clean, angular, hard gravel with no fines, evenly graded. Gravel to be fully compacted and consolidated to prevent future settlement.

Where required, connect pipes and inspection chambers together with proprietary rigid junctions at the point of intersection.

Inspection chamber shall be connected by a solid walled pipe to the soakaway.

Accuracy

Workmanship and materials shall be such as to ensure the adequate function of the drainage system throughout its design life if properly maintained and operated.

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	The Contractor shall be responsible for coordinating the drainage system with adjacent services and sub-structures as required. On completion of the works, Contractor will carry out inspections / tests in accordance with **BS EN 1610** and supply results of such inspections / tests. <u>Performance</u> Provide adequate functionality over the design life. Ensure no above ground flooding occurs up to and including the 1 in 30-year event as a minimum, and to ensure that flood risk off-site is not increased during the 1 in 100-year event plus 40% (for climate change). Ensure surface water is effectively removed from the AGP. Prevent the risk of uncontrolled flooding to land adjacent to the development. Comply with all applicable Sustainable Urban Drainage System (SUDS) requirements with attenuated flows (containment within the granular pitch sub-base) incorporated wherever necessary, without affecting the performance of the pitch.

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Section 6 – Base Works, Hard Standing and Access Areas

6.0 – Base Works, Hard Standing and Access Areas (Geotextile)	
Reference	**Minimum Work Requirements**
6.01	**Geotextile** Supply and install over the entire formation level across the pitch development area a proprietary geotextile layer directly over the prepared and drained formation layer. Please Note: As per section 4.05, there is a requirement to provide reinforcement to the formation layer due to Made Ground if noted in the Ground Investigation Report. Materials Generally The membrane shall be a non-woven type and shall contain a minimum tensile strength of 20kN/m when tested in accordance with BS EN ISO 10319. The membrane shall contain static puncture strength of at least 2kN when tested in accordance with BS EN ISO 12236. Installation Generally All joints should overlap by a minimum of 300mm.

6.0 – Base Works, Hard Standing and Access Areas (Kerbing)	
6.02	**Kerbing** Design, supply and install to the external perimeter of the development area (and internally within the perimeter of the development area where required) 150mm x 50mm hydraulic pressed pre-cast concrete (PCC) edgings. Materials Generally Conforming to BS EN 1340. Concrete bed and haunch to be installed in accordance with **BS EN 206-1**, **BS 5328-1,2,3** and **BS 8500-1,2**. Cutting Neat, accurate and without spalling. Bedding and Securing of Units Position true to line and level along top and front faces, in a mortar bed on accurately cast foundations. Concrete bed and haunch to be appropriately sized.

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	Concrete bed and haunch to be sized 150mm thick (minimum) and 300mm wide (minimum) All concrete to be installed onto a well-compacted granular sub-base. Sub-base extended below concrete foundations minimum compacted thickness of 150mm. All 150x50mm edgings shall be bedded on and haunched on both sides with GEN0 or Standard mix ST1 ready mixed concrete or similar as recommended. Ready mixed concrete shall be obtained from a batching plant operating under an independently controlled ISO 9000 based QA scheme. In all respects the concrete shall comply with current British Standards. Concrete for exposed work should be of a uniform colour and texture consistent with an approved sample. Delivery tickets in accordance with BS 5328 shall be provided by the Contractor for each batch, and each ticket shall state the actual cement content of the batch. The Contractor shall endorse each ticket with statement as to the position within the works the batch was used and shall retain all tickets until end of rectification period. The tickets (if required) should be made available for inspection by the Client. <u>Adverse Weather Conditions</u> Do not construct if the temperature is below 3°C on a falling thermometer or 1°C on a rising thermometer. Adequately protect foundations, bedding and haunching against frost and rapid drying by sun and wind. <u>Accuracy</u> Internal face of all edgings to be installed to dimensions illustrated on the drawings. All edgings to be laid to a consistent line and level to match agreed finished levels. Level: ± 3 mm. Horizontal and vertical alignment: 3mm in 3m. Labosport have provided drawings within this tender pack to describe the proposed design of the kerb layout.

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6.0 – Base Works, Hard Standing and Access Areas

6.03

Sub-Base

Design, supply and install across the development area (plus 600mm margin outside the area) a resilient substrate and foundations with imported granular sub-base typically comprising Type 3 unbound (SHW 800 Series / Clause 805) to comply with BSEN 13285: 2003: Unbound Mixtures – Specification and EN 13242).

Materials generally

This aggregate must typically be:

- Virgin-quarried (primary aggregate)
- Consist of granite / hard limestone or equal approved free-draining, hard, irregular, crushed and frost resistant material
- Free draining
- Non-plastic
- Interlocking
- Contain hard physical properties
- Resistant to fragmentation (LA <30)
- Irregular shaped
- Crushed at source
- Containing ≥30% voids to provide adequate water attenuation and percolation (>500mm/hr minimum)
- Non-frost susceptible if used within 450mm of the designed final surface or 350mm if the Mean Annual Frost Index (MAFI) of the site is less than 50

Summary of Grading Requirements for Type 3 (open graded) Unbound Mixtures:

Sieve size, mm	Percentage by mass passing
	Overall grading range
80	100
40	80-99
20	50-78
10	31-60
4	18-46
2	10-35
1	6-26
0.500	0-20
0.063	0-5
Grading of individual batches – differences in values passing selected sieves	
Retained sieve size, mm	Passing sieve size, mm
10	20
4	10
2	4
1	2

Installation generally

Not less than two weeks before starting work provide an onsite sample for inspection and approval and confirm the name(s) of all supplier(s) and certification of compliance for the aggregate material.

At the time of delivery submit a test certificate for each delivery batch, certifying compliance with this specification and the relevant standard.

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	<u>General operations</u> All materials to be installed in accordance with MCHW – Volume 1 – SHW Series 800. All materials to be installed in layers no greater than 150mm thick and must be fully compacted and consolidated to ensure no future settlement or subsidence. <u>Permeability</u> The finished surface shall contain permeability of >500 mm/hour (measurements to be stabilised to a water temperature of 10°C to allow for temperature dependent changes in viscosity). <u>Accuracy</u> The finished surface shall be graded such that there are no deviations ≥10mm beneath a 3m straight edge at any position and in any direction. <u>Performance</u> The installed and compacted granular sub-base must: • Be compatible with the stability provided within the formation. • Be sufficiently thick to accommodate necessary surface water attenuation in combination with the proposed drainage strategy. • Resist the effects of frost or drought that may be expected to occur in a return cycle of once every fifty years. • Provide adequate stability that it does not move outside the tolerances for surface regularity over a period of twenty years and resists deformation, settlement or subsidence throughout this period. • Be capable of supporting and transmitting to the underlying substrate the loads of all vehicles, plant, machines and playing surface construction to be used during the construction and the maintenance and refurbishment of the facility throughout its functioning life. • Allow the free drainage of surface water with sufficient vertical percolation and water volume storage to prevent standing water during critical precipitation in combination with the playing surface and drainage system. • Provide resilience, evenness and smoothness to support the initial and subsequent artificial grass life cycles. • Contain a compacted density of 95% of the maximum dry density when tested in accordance with BS5835 and have an average stiffness of >40Mpa when tested using the LWD. • Contain no detectable movement under the roller used to compact the surface. Given that remedial action is extremely difficult to execute on all types of artificial sports pitches, extreme care must be taken in the construction of bases to avoid future consolidation or settlement within the field of play.

6.0 – Base Works, Hard Standing and Access Areas (Pitch Macadam – Some Designs)	
6.04A	**<u>Pitch Macadam</u>** The below is the design for the following PlayZone Designs: Option 3 – Football & Cricket Option 4 – Football & Hockey

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Option 5 – Football & Netball

Design, supply and install to the field of play, an engineered base typically comprising porous asphalt base course to a 50mm consolidated thickness with 10mm nominal sized aggregate containing granite, hard limestone or an equal approved free-draining, hard, irregular, crushed and frost resistant material.

Installation Generally

In accordance with:

- BS 594987: Part 1: 2005: Coated macadam (asphalt concrete) for roads and other paved areas – Part 1: Specification for constituent materials and for mixtures, also Part 2: Specification for transport, laying and compaction.
- BS EN 13108-1: 2006 – Bituminous mixtures – Material specifications – Part 1: Asphalt Concrete.
- BS EN 13036-7: Irregularity measurement of pavement courses.

Not less than two weeks before starting work submit to the name(s) of all supplier(s) of bituminous material.

At the time of delivery submit a test certificate for each manufacturing batch of bituminous material, certifying compliance with this specification and the relevant standard and giving complete information on the composition of each mix.

Transportation

Macadam material is to be transported from the manufacturing plant to the site in clean insulated vehicles and protected against adverse weather conditions to stabilise loss of heat.

The material is to arrive on site at a minimum temperature set out in BS 4987 pt 2 Table 4 and be in a condition suitable for spreading and compacting.

Any material outside this range of temperature will be rejected.

Advice notes of material for each consignment delivered to site must be available for inspection.

The macadam when tipped from the vehicle to be covered with tarpaulins to maintain to temperature.

Acceptance of sub-base

Before starting work ensure that:

- The base is sound, free of debris, mud and soft spots, and suitably compacted.
- The levels and falls of the sub-base are as detailed, within the specified tolerances ≤10mm.
- Edgings are complete, adequately bedded and haunched and to required levels.

Abutments

Clean and paint with a thin uniform coating of bitumen all edges of manholes, kerbs and other abutments.

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Laying generally

Remove all loose material, foreign matter and standing water from surfaces to receive paving materials.

Form neat junctions with and prevent damage to adjacent work.

Keep clean all channels, kerbs, inspection covers etc…

Keep new paving free from traffic until it has cooled to prevailing atmospheric temperature. Do not allow rollers to stand on paving at any time.

Do not use paving as a building platform or for storing, mixing or preparing materials.

Lines and levels of finished surface to be smooth and even, with regular falls to prevent ponding.

Finished surface of paving to have an even overall texture.

Adverse weather conditions

Do not:

- Use frozen materials or lay paving on frozen or ice-covered surfaces.
- Lay coated macadam if the temperature of the laying surface is below 2°C (or -1°C on a rising thermometer).
- Lay rolled asphalt if the temperature of the laying surface is below 5°C or the air temperature is below 0°C.
- 'SAPCA Code of Practice for the Construction of Outdoor Multi Use Games Areas' suggests the following:

Table 6 Recommended porous asphalt laying temperatures

Binder grade/ type of additive	Minimum temperature (within 30 minutes of arrival on site)	Minimum temperature (immediately prior to rolling)
250/330 Pen	105˚C	75°C
160/220 Pen	115°C	85°C
160/220 Pen + latex	140°C	100°C
160/220 Pen + polymer	140°C	100°C
100/150 Pen	135°C	95°C

Protection

No vehicular traffic is to be allowed to cross or stand on any part of the AGP and footpaths after completion of surfacing.

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Cutting back

Cut back macadam to specified widths at junction of new and old work, around cover frames and gullies, dress new macadam to existing, apply application of bitumen emulsion as previously described where instructed.

Permeability

The finished surface shall contain permeability of >500 mm/hour, when tested using a modification of BS EN 12616, whereby the time for a known volume of water and the area flooded are measured under a constant flow after standard wetting or area. (Measurements to be stabilised to a water temperature of 10°C to allow for temperature dependent changes in viscosity).

Accuracy

The finished surface shall be finished such that there are no deviations >6mm beneath a 3m straight edge at any position and in any direction.

The finished surface shall be finished such that there are no deviations >2mm beneath a 0.3m straight edge.

Step-like irregularities between joints shall be no greater than 1mm in height.

Surface imperfections such as fissures, excessive textural variation, bubbles, delamination, etc., shall not be acceptable.

There shall be no ridges or bay joints that result in erratic ball behavior.

Bay joints shall, as far as possible, accord with the playing lines and be longitudinal along the length of the facility footprint with no discernible cross-joints.

Performance

The installed and macadam base must:

- Be compatible with the stability provided within the sub-base and formation.
- Resist the effects of frost or drought that may be expected to occur in a return cycle of once every fifty years.
- Provide adequate stability that it does not move outside the tolerances for surface regularity over a period of fifteen years and resists deformation, settlement or subsidence throughout this period.
- Be capable of supporting and transmitting to the underlying substrate the loads of all vehicles, plant, machines and playing surface construction to be used during the construction and the maintenance and refurbishment of the facility throughout its functioning life.
- Allow the free drainage of surface water with sufficient vertical percolation and water volume storage to prevent standing water during critical precipitation in combination with the playing surface and drainage system.
- Provide resilience, evenness and smoothness to support the initial and subsequent artificial grass life cycles.
- Contain a compacted density of 95% of the maximum dry density when tested in accordance with BS 5835.

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	• Contain no detectable movement under the roller used to compact the surface. Given that remedial action is extremely difficult to execute on all types of artificial sports pitches, extreme care must be taken in the construction of bases to avoid future consolidation or settlement within the field of play.

6.0 – Base Works, Hard Standing and Access Areas (Pitch Macadam – Basketball Designs)	
6.04B	**Pitch Macadam** The below is the design for the following PlayZone Designs: Option 6 – Football & Basketball Design, supply and install to the field of play, an engineered base typically comprising porous asphalt binder (base) course to a 40mm consolidated thickness with 14-20mm nominal sized aggregate and porous asphalt surface course to a 25mm consolidated thickness with 10mm nominal sized aggregate, both containing granite, hard limestone or an equal approved free-draining, hard, irregular, crushed and frost resistant material. Installation Generally As per the above requirements. Transportation As per the above requirements. Acceptance of sub-base As per the above requirements. Abutments As per the above requirements. Laying generally As per the above requirements. Adverse weather conditions As per the above requirements. Protection As per the above requirements. Cutting back As per the above requirements.

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	Permeability As per the above requirements. Accuracy As per the above requirements. Performance As per the above requirements.

6.0 – Base Works, Hard Standing and Access Areas (Hard Standing and Access Areas)	
6.05	**Hard Standing and Access Areas** Design, supply and install to the field of play, an engineered base typically comprising porous asphalt base course to a 40mm consolidated thickness with 6mm nominal sized aggregate containing granite, hard limestone or an equal approved free-draining, hard, irregular, crushed and frost resistant material. Installation Generally As per the above requirements. Transportation As per the above requirements. Acceptance of sub-base As per the above requirements. Abutments As per the above requirements. Laying generally As per the above requirements. Adverse weather conditions As per the above requirements. Protection As per the above requirements. Cutting back As per the above requirements.

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	Permeability As per the above requirements. Accuracy As per the above requirements. Performance As per the above requirements.

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Section 7 – Ball Stop Fencing

7.0 – Ball Stop Fencing	
Reference	**Minimum Work Requirements**
7.01	Design, supply and install around the pitch ball stop fencing and pitch perimeter barriers including gates to enable pedestrian access and also for maintenance equipment access including: • Ball stop fencing (Twin Bar Super Rebound Panelled fencing system) – Labosport have provided design drawings to show location / heights of fencing to be provided • 1Nr Single-leaf gate sized 1.2m wide (or similar) • 2Nr Double-leaf gates sized 3.0m wide (or similar) Fencing to be Green coloured (RAL 6005 or similar) around pitch footprint, with the exception of the fencing to produce a goal around the goal recess area which should be White coloured (RAL 9016 or similar). <u>Installation Generally</u> In accordance with: • EN 1991-1-4 • BS 1722 pt 14 • BS EN 15312:2007+A1:2 • SAPCA Code of Practice for The Construction and Maintenance of Fencing Systems All fence mesh must be correctly secured within 'U brackets' by vertical wires forming the sides of every panel. Mesh to be fixed to posts with continuous clamp bars and anti-tamper fixings. Symmetrical post layout required at maximum 2.525m centres. (apart from where goals are formed) Posts set into suitable concrete in accordance with BS EN 206-1 Specification, performance, production and conformity of concrete, BS 5328-1, 2, 3 & and BS 8500-1, 2. The bottom of fencing panels and gates shall be positioned 35mm above the ground level. The maximum gap between the face of the PCC kerb edgings (or similar) and adjacent perimeter fencing shall be 10mm. Gates shall be in-line with perimeter fencing. Gates shall be complete with a lockable slide latch. Gates shall include a removable lintel overhead as required. Gate hinges shall allow all gates to swing through 180°, to be integral to construction of gate and fully adjustable. Gates shall be complete with a centre gate stop, drop bolt clamp(s), hold open latch(s) and drop bolt keep sheath(s) suitably fixed at ground level. <u>General Requirements and Performance</u> Concrete foundation • Cement supplied to BS EN 197-1. • Ballast supplied to BS EN 12620.

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	Post specification • Rolled hollow section to specified design manufactured to BS4848: Part 2 (1991). • Hot dip galvanised to BS EN ISO 1461 minimum Zinc Aluminium alloy coat weight of 275 gm/m2) giving high corrosion resistance. • If the product is coated then standard RAL colours to BS EN 13438 2005 applies (min thickness 120 microns). Mesh specification • BS EN 10223-4 - Steel wire and wire products for fences and steel wire welded mesh fencing • BS EN 10016-1-2 - Non alloy steel rod for drawing and/or cold rolling. • BS EN 10244-2 - Nonferrous metallic coating on steel wire. • BS EN 10218-2 - Steel wire and wire products - wire dimensions and tolerances. • BS EN 10245-2 - Steel wire and wire products - organic coating on steel wire - RVC finished wire. • Plastic coated by fusion bonded method according to DIN 3036 Pt 2, and ASTM-F 688-88 Type Class 2B. Sundries • Fixings Drop forged cup square bolts to DIN603. • Hexagon nuts to DIN934. • Washers to BS4320. • Drop forged galvanised bolts to DIN603. • Washers to BS4320. • Cup square bolts and nylon locking nuts to DIN 934. • Neoprene gaskets no official standard available. • Panel connectors no official standard available. <u>Accuracy</u> All fencing and gates must be erected to a consistently even line and height consistent with the finished levels of and ensure that posts are on the outside of the playing surface and the mesh panels clad internally facing the playing surface and are positioned directly above the PCC edgings. The internal face of the fencing must be of a consistent line with no protrusions or sharp edges capable of causing injury to people. <u>Maintenance</u> Supply keys to tighten / remove panel fixings. Labosport have provided drawings within this tender pack to describe the proposed design of the fencing layout.

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Section 8 – Floodlighting System

8.0 – Floodlighting System	
Reference	**Minimum Work Requirements**
8.01	General The PlayZone is to be floodlit using LED luminaires, final scheme design (column locations, heights, foundation design and performance) is to be undertaken by the Contractor. The floodlighting should be designed as per any planning agreement for the scheme. For the purposes of this tender, assume planning has been agreed on whichever scheme can suit the requirements. Feeder Pillar Supply, install and commission a feeder pillar to provide electrical power to the new floodlighting. The feeder pillar installation should comply with the following: • Feeder pillar shall be constructed from 5mm (min) galvanized sheet steel • Feeder pillar doors with door seals rated to IP65 and equipped with tamper proof locks and a staple and hasp suitable for a Chubb type padlock • Feeder pillar doors, hinges and locks to be stainless steel • Feeder pillar backboard shall be of 20mm thick varnished marine ply with a minimum 25% spare space. • The armour of all incoming cables shall be bonded to the pillar eath stud using a minimum size of 16mm2 single core green/yellow cable. • The pillar is to be mounted on a concrete plinth located close to the gated access, but not close enough so as to provide a step for easy access for unauthorised access to the facility. The feeder pillar installation shall be sized accordingly and include: • DNO cut-out and metering point (supplied by the utility supply company) • Lockable TP and N fuse switch main isolator • 1Nr TP and N contactor used to switch the lighting distribution board • 1Nr contactor override switch • 1Nr TP and N switched lighting distribution board including BS88 fuses and fuse carriers (min 25% spare space for additional fuses) • 1Nr TP and N unswitched lighting distribution board including BS88 fuses and fuse carriers (min 25% spare space for additional fuses) • 230V, 12A single phase, neutral and earth, 30mA RCD protected, one gang, switched socket outlet • 230V, single phase, one gang, switch to operate feeder pillar internal lighting • 11W bulkhead light fitting. The light fitting shall be classified IP65 and have an impact resistant polycarbonate cover • 60W tubular heater including protective stainless-steel wire cage and -5°C to +5°C thermostat. • Local/maintenance authority number or letter stencilled in white letters • Equipment identification label (engraved traffolyte or similar labels) fitted on or adjacent to each item of electrical equipment within the feeder pillar • Durable 400 Volt warning labels • Laminated plastic international electricity symbol (lightning flash) • Laminated copy of the electrical schematic diagrams including a durable holder fitted to the feeder pillar door. Installation Generally Installation to include all civil engineering, trenching, cabling and electrical and connection works to a local onsite mains supply. In accordance with: • The Institute of Electrical Engineers Wiring Regulations BS7671.

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- Appropriate British and European Standards.

Floodlighting System Protection
System protection shall include moulded case circuit breakers (MCCBs), rated for the prospective load of the proposed installation and selected to match the required fault level.

The arrangement of the power distribution at the distribution point shall provide short circuit and excess current protection for all sub-circuits. Adequate discrimination between MCCB and sub-circuit protective devices shall be included.

Floodlighting Earthing
All necessary earthing and cross bonding shall be provided in accordance with the current edition of the IEE Wiring Regulations.

Floodlighting System Management
Individual MCCB protection shall be provided for each control circuit.

2Nr (two) double 240V RCD protected sockets to be located within pitch-side electrical feeder pillar. This socket is to be separately wired from the floodlighting distribution board and key operated from within the feeder pillar.

Automated switching controls to be housed within pitch-side electrical feeder pillar via remote app (clubspark or similar TBC) including emergency override switch / remote app / on-off switch / timeclock (to control evening turn-off).

1Nr (one) three phase KWH meter to record the electrical consumption of the floodlights fitted within pitch-side electrical feeder pillar.

1Nr (one) hours run meter fitted within pitch-side electrical feeder pillar.

Electrical Cables
Cabling at the central distribution point and to columns shall be carried out in correctly sized XPLESWA cable.

All necessary control cables shall be provided for the connection of control within the column gear trays to the main switchgear position.

Cabling shall be buried into all ground within suitable 150mm Ø UPVC orange ducting to provide an underground containment system to allow the future re-cabling of the lighting system.

Draw cords are to be left in situ in all ducts before and after the drawing through of cables.

Ducting shall also be provided to facilitate the new electrical supply.

Ducting shall be installed underground to a minimum depth of 600mm below ground cover and covered with warning marker tape and 50mm thick sand marker layer.

Ducting shall be laid on a 50mm sand bed and buried in pea shingle before the topsoil is back filled.

Draw pits sized 450 x 450 x 450mm shall be installed at each floodlight column and all changes in direction. They shall be pre-formed and have lockable recessed covers.

Draw pits shall be installed prior to the installation of the ducting. Where stacked plastic sectional draw pits are used, duct entries shall be drilled to avoid weakening the structure.

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System commissioning requirements

Upon completion of the works, test and commission the new system and issue compliance reports to prove the quality of installation including:

- NIC EIC Electrical Installation Certificate.
- Lighting test report to be carried out after dark, to establish that specified illumination levels have been achieved. These tests shall establish the initial level(s) of illuminance and uniformity and shall be related to design level performance.

Commissioning and testing shall be carried out by an "approved" contractor is one which is in possession of the NIC EIC (National Inspection Council for Electrical Installation Contracting) Approved Contractors Award or ISO 9000/BS 5750 (International Standards / British Standards) or is a member of the Electrical Contractors Association.

The Contractor must, when detailing the Lux values, give confirmation in writing of the date when the illumination test equipment was last calibrated.

Lighting performance

- As per below technical performance requirements
- Sport England Design Guidance Note: Artificial Sports Lighting – Updated guidance for 2012
- BS EN 12193:2007 Light and lighting. Sports lighting
- The Institution of Lighting Professionals (ILP): Guidance Notes for The Reduction of Obtrusive Light – Guidance Note 01/20.

Sport Design	Average Lux Level	Uniformity
Football Only	120 Lux	0.65
Football & Rugby	120 Lux	0.65
Football & Cricket	200 Lux	0.65
Football & Hockey	200 Lux	0.65
Football & Netball	120 Lux	0.65
Football & Basketball	120 Lux	0.65

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Section 9 – Surfacing System

9.0 – Surfacing System (Some Designs)	
Reference	**Minimum Work Requirements**
9.01A	The below is the design for the following PlayZone Designs: Option 1 – Football Only Option 2 – Football & Rugby **<u>Prefabricated Shockpad</u>** Design, supply and install a prefabricated shock pad onto the pitch base (sub base and blinding layer). <u>Installation Generally</u> Remove all loose material and foreign matter from surfaces to receive paving shockpad or surfacing materials. <u>Adverse Weather Conditions</u> Do not use frozen materials or lay paving shockpad or surfacing on frozen or ice-covered surfaces. <u>Protection</u> No vehicular traffic is to be allowed to cross or stand on the pitch after completion of surfacing. <u>Permeability</u> The finished surface shall have a permeability of >500 mm/hr (measurements to be normalized to a water temperature of 10°C to allow for temperature dependent changes in viscosity). <u>Accuracy</u> The finished surface shall be finished such that there are no deviations ≥ 10mm beneath a 3m straight edge at any position and in any direction. Step-like irregularities between joints shall be no greater than 3mm in height. Surface imperfections such as fissures, excessive textural variation, bubbles, delamination, etc shall not be acceptable. There shall be no ridges or bay joints that may results in erratic ball behaviour. The shock pad shall be finished neatly against perimeter edgings. <u>Performance</u> The new shock pad shall be at the discretion of the tendering contractors (but subject to approval) in terms of the material type, method of manufacturer and must be compatible with the proposed artificial grass pitch surface to satisfy the previously described Performance Quality Standards (PQS). The shock pad must be pre-fabricated.
9.02A	**<u>3G Non-Infill Synthetic Turf</u>** Design, supply and install a 3G Non-Infill Synthetic Turf surface onto the prefabricated shockpad layer.

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Materials Generally

The synthetic turf shall contain the following typical / target characteristics:

- Must comply with REACH regulations Annex XVII Entry 50
- Monofilament polyethylene or polyolefin non-fibrillating fibres (secondary stabilising fibres are permitted)
- Pile component to be coloured dark green
- Permeable backing of UV stabilised heavy woven polypropylene with needle-punch fleece and a secondary backing of SBS latex or polyurethane coating
- The backing shall be punctured at regular intervals to facilitate drainage of percolating rainwater if necessary, to allow satisfactory permeability of ≥180mm/hr in accordance with EN 12616.
- To provide a minimum pile anchorage of >30N in accordance with ISO 4919.
- To be compatible with the proposed shockpad layer

Durability

Characteristic	Quality
Life Span	BS EN 15330-1 – 5 years Expected life span – 12 years
Application	Multi - Sport
Weekly Usage	Up to 50 hours per week

Installation Generally

The synthetic turf shall be laid out across the width of the pitch in full rolls with the exception of any rolls incorporating tufted goal lines and touch lines, which may be laid longitudinally over the Total Playing Area (TPA).

All bonded joints must be installed with 400mm wide carrier tapes with specialist adhesive applied evenly to a minimum 300mm width.

Accuracy

The finished surface shall have no deviations ≥10mm beneath a 3m straight edge at any point and in any direction.

Seams must be perfectly cut neat and straight and no significant height different / with no discernible gaps or separation at joints and seams will be permitted.

The maximum tolerance for both height and gaps of joints is 3mm.

Joints should be tight so the maximum separation at the top of the pile is equal to or less than the carpet's stitch gauge plus 2mm.

Bonded / stitched joints should not have adhesive beads within the pile of the carpet that may cause a ball to lift / deviate as it passes over the joint.

The pile of the carpet either side of the joint shall be consistent with the remainder of the pitch. The carpet pile should not be trapped within the joint not should adhesive layers / backing films cause ridges outside permitted tolerances.

The jointing method shall produce no ridges, grooves, creases or adhesive stains / splatter.

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	There must be no loops in the tufts or random tuft lengths, tears, holes (other than drainage pores) or melted areas. Should the replacement of any area of defective artificial grass be necessary, then this shall involve the full replacement of an entire carpet roll. No patching shall be allowed whatsoever. Abutting surface rolls shall be jointed together as per the manufacturer's recommendations and trimmed neatly against perimeter edgings. <u>Performance</u> The new synthetic turf system shall be at the discretion of the tendering contractors (but subject to approval) in terms of material type, method of manufacturer, but must be compatible with the shockpad layer to satisfy the Performance Quality Standards (PQS) for the pitch as mentioned in '**Tender Information**' section.
9.03A	**<u>Line Markings</u>** <u>Design</u> Supply and install permanent line markings as per the associated design drawings submitted as part of this tender pack. The line markings should be 'in-laid'. If a contractor feels that all lines cannot be in-laid, they should qualify which ones cannot be in-laid prior to submitting their tender, so that discussions with client can be had. <u>Laying Generally</u> Line markings shall, where possible, should be constructed within the rolls of synthetic turf at fabrication stage. All other lines will be cut and glued into the playing surface during the installation process to produce permanent line markings. <u>Accuracy</u> As described above plus the following requirements: When measured with a calibrated steel tape, all markings should conform with the following tolerances of their true position: • Length of straight lines ± 50mm • Width of lines ± 10mm • Radius of circle arcs ± 30mm • Position of penalty spots ± 30mm • 300mm external field markings ± 30mm • Difference between diagonals must be less than 300mm • Lines intended to be straight must show no sudden deviation or irregularity • Line edges shall be parallel and uniform For a period of 5 years following Practical Completion, each straight line marking shall remain straight when measured with a tensioned string line joining its ends and all lines shall remain true to their original position as measured at Practical Completion.

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9.0 – Surfacing System (Some Designs)	
Reference	**Minimum Work Requirements**
9.01B	The below is the design for the following PlayZone Designs: Option 3 – Football & Cricket Option 4 – Football & Hockey Option 5 – Football & Netball **<u>In-Situ Shockpad</u>** Design, supply and install an in-situ shock pad onto the pitch base (sub base and blinding layer). <u>Installation Generally</u> As per the above requirements. <u>Adverse Weather Conditions</u> As per the above requirements. <u>Protection</u> As per the above requirements. <u>Permeability</u> As per the above requirements. <u>Accuracy</u> As per the above requirements. <u>Performance</u> As per the above requirements, with the exception of: The shock pad must be in-situ.
9.02B	**<u>Sand Dressed Synthetic Turf</u>** Design, supply and install a Sand Dressed Synthetic Turf surface onto the in-situ shockpad layer. <u>Materials Generally</u> As per the above requirements. <u>Durability</u> As per the above requirements. <u>Installation Generally</u> As per the above requirements.

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	Accuracy As per the above requirements, with the exception of: The finished surface shall have no deviations ≥6mm beneath a 3m straight edge at any point and in any direction. Performance As per the above requirements.
9.03B	**Line Markings** Design As per the above requirements. Laying Generally As per the above requirements. Accuracy As per the above requirements.

9.0 – Surfacing System (Basketball Designs)	
Reference	**Minimum Work Requirements**
9.01C	The below is the design for the following PlayZone Designs: Option 6 – Football & Basketball **Polymeric Base Mat Layer** Install a black rubber crumb base mat to the surface area. Installation Generally Remove any loose material from macadam surface prior to installing the base mat. Apply Primer If required by manufacturer's instructions, apply a polyurethane-based primer to macadam surface prior to installing the base mat. Adverse Weather Conditions Do not use frozen materials or install on frozen / ice-covered surfaces. Contractor should only install when weather condition requirements detailed by the supplier of material are met. Protection No pedestrian / vehicular traffic is to be allowed to cross or stand on the base mat until it is fully cured. Accuracy

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	The base mat shall be finished such that there are no deviations ≥ 6mm beneath a 3m straight edge, nor ≥ 2mm beneath a 1m straightedge at any position and in any direction on the total area. Step-like irregularities between bay joints shall be no greater than 1mm in height. Surface imperfections such as fissures, foaming, excessive textural variation, bubbles, delamination, etc, shall not be acceptable. <u>Performance</u> Areas of new base mat shall be installed to within ± 3mm of the thickness of the base mat component of the suppliers requirements details for the product.
9.02C	**<u>Polymeric Surface Layer</u>** The surface layer of the system shall be formed of a spray applied polyurethane resign containing coloured EPDM rubber granules to suit the colour scheme proposed. The thickness of the layer when cured shall match that of the thickness suggested in the suppliers requirements. <u>EPDM Granules</u> The EPDM granules should conform to the following requirements: • EPDM product must be manufactured within the EU • EPDM component must have more than 700% elongation • EPDM granule must have 20% minimum polymer content • EPDM must conform to EN 71-3 (European test for toys) <u>Durability</u> To offer a life expectancy of XX years, before a re-spray will be required. <u>Installation Generally</u> All edges of synthetic surfacing to be masked off using suitable tape so that NO surface spray will be applied to them. <u>Accuracy</u> The finished surface shall be finished such that there are no deviations ≥ 6mm beneath a 3m straight edge, nor ≥ 2mm beneath a 1m straightedge at any position and in any direction on the total area. <u>Performance</u> The performance of the new polymeric surface will be required to meet EN 14877 requirements for '**Synthetic Surfaces Intended for Multi-Sport Facilities**'. <u>Isocyanate Monitoring</u> Whenever any component of the synthetic surfacing (including primers or surface coatings) containing an organic isocyanate compound is being applied in the form of a spray and where public access to within 100m of the working location cannot be controlled, and where existing premises occupied by others, isocyanate

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	levels 1m above the ground level at a point on the perimeter of the Contractor's site adjacent downwind from the spraying operation shall be monitored using an approved isocyanate monitor. Advance notice should also be provided to adjoining users prior to commencement of work. All test equipment, methods of operation, and locations shall be approved by the Employer's representative. Test results should be provided to Employer's representative within 36 hours of the monitoring taking place. <u>Inclement Weather</u> The Contractor should take every reasonable step to reduce the effects of weather on the progress of work. If works should be temporarily suspended due to prevailing weather conditions, the Contractor should inform the Employer and Project Manager of the decision and detail why such decision has been taken. The Contractor is required to furbish evidence in the form of continuous records of temperature, humidity and rainfall taken at the site as set out below: Throughout the portion of the Contract where synthetic materials and coatings are to be installed, Contractor should monitor and record the following: • Periods of rain and total rainfall • Maximum and minimum temperatures at ground level in the shade These records should be undertaken in each 24 hour period, commencing at 8.00am.
9.03C	**<u>Line Markings</u>** A durable line marking paint shall be applied to the new surface in accordance with the line-marking dimensional requirements set out in the design drawing documentation for a Football & Basketball facility.

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Section 10 – Sports Equipment, Site Furniture and Sundries

10.0 – Sports Equipment, Site Furniture and Sundries	
Reference	**Minimum Work Requirements**
10.01	Goals Goals are to be integral to the fencing system in their design, with white coloured panels / posts used to denote a goal in the proposed goal recesses. The dimensions of the goal should be as follows: 3.66m width x 1.83m height. (a goal recess is 3.66m wide x 1.0m deep). Fencing should be made to have suitable edging so that there are no sharp areas where the 'goal' is situated.
10.02	Benches Benches are to be installed to hard standing areas, and have minimum dimensions detailed below: 1750mm length 450mm depth 520mm seat height
10.03	Waste Bins Waste bins are to be fit for purpose to cater for general rubbish, plastic drinks bottles, and should be fixed down permanently. The specification for the waste bins should be for a 'Nexus 200' type waste bin (or similar) to encourage recycling.
10.04	Storage Container Storage container is to be fit for purpose to house all general sports equipment (balls / stumps / etc) and should be fixed down permanently inside the storage container area. The storage container should be a 'Armorgard TuffBank TBC4' unit (or similar).

10.0 – Sports Equipment, Site Furniture and Sundries (Cricket Design)	
Reference	**Minimum Work Requirements**
10.05A	The below is the design for the following PlayZone Designs: Option 3 – Football & Cricket Additional Cricket Wickets Composite steel / aluminium (or similar) signage should be installed with additional cricket wickets for cross play and should be integral to the fencing system in their design. Signage to be standard cricket wicket dimensions.

10.0 – Sports Equipment, Site Furniture and Sundries (Netball Design)	
Reference	**Minimum Work Requirements**
10.05B	The below is the design for the following PlayZone Designs: Option 5 – Football & Netball Additional Netball Post System

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	Bespoke netball post systems should be supplied and installed to provide netball posts and hoops to the facility. These should be installed behind the goal recesses, with extension arms to allow the centre of the hoop to be in the correct position as per the design drawings.

10.0 – Sports Equipment, Site Furniture and Sundries (Basketball Design)	
Reference	**Minimum Work Requirements**
10.05C	The below is the design for the following PlayZone Designs: Option 6 – Football & Basketball <u>Additional Basketball Post System</u> Bespoke basketball post systems should be supplied and installed to provide netball posts and hoops to the facility. These should be installed behind the goal recesses, with extension arms to allow the centre of the hoop to be in the correct position as per the design drawings.

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Section 11 – Reinstatement

11.0 – Reinstatement	
Reference	**Minimum Work Requirements**
11.01	Remove and dispose of any excavated grass, vegetation, soil arisings (with exception of any required for reinstatement works), surplus materials and general waste generated during the construction period and dispose offsite responsibly at a registered tipping site or similar.
11.02	Reinstate any natural ground affected by the works to fine grass: • Any affected ground shall be graded to smooth-flowing contours to match appearance prior to works starting • Natural grass abutting the newly formed AGP shall be required to blend into the new contours of the development. • Upper 150mm of any reinstatement shall be in topsoil, below that level should be formed using subsoil and spreading in layers not exceeding 150mm thick, lightly consolidating. Topsoil should not be consolidated. • Topsoil should be cultivated to depth of 150mm, harrowed to produce a friable tilth, graded and stone picked to remove all stones / flints in excess of 25mm diameter. Other stones should be appropriately buried. Areas to be reinstatement should be prepared and re-seeded at an appropriate time with a general amenity mix (British Seed Houses or equivalent), sown at the rate of 250kg/hectare. Sowing is to be preceded by an application of suitable pre-seed fertiliser in accordance with the manufacturer's instructions.
11.03	Make good / reinstate / clean / clear any hard-standing surfaces that have been affected by the works to their original condition, using similar materials as existing where required.
11.04	Dismantle and remove temporary security fencing from site. Remove storage facilities, site office, welfare facilities etc from site.

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Section 12 – After Care

12.0 – After Care (Some Designs)	
Reference	**Minimum Work Requirements**
12.01A	The below is the design for the following PlayZone Designs: Option 1 – Football Only Option 2 – Football & Rugby Option 3 – Football & Cricket Option 4 – Football & Hockey Option 5 – Football & Netball Throughout a twelve-month period following practical completion, carry out periodic maintenance works to the artificial grass playing surface on both sites, to preserve the appearance, functionality and performance of the pitch. Maintenance works should include as necessary: • Brushing, sweeping and grooming of pitch surface • Surface vacuuming • De-compaction • Chemical herbicide treatments • Checking of joints • Maintenance of hard-standing areas As well as any other operations deemed necessary by the Contractor. It is suggested that maintenance works shall be completed on a bi-monthly (6Nr visits total) basis throughout the end of defects period, however, the Contractor should allow for an increased frequency if deemed necessary and advise appropriately.

12.0 – After Care (Basketball Designs)	
Reference	**Minimum Work Requirements**
12.01B	The below is the design for the following PlayZone Designs: Option 6 – Football & Basketball Prior to the end of defects liability period (12 months), apply a moss and algal inhibitor to the surface, and supply 2Nr applications of moss & algal inhibitor to the client for future application to the surface (as should be described in the relevant operations and maintenance information pack).

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Tender Submission Requirements

Compliance Submission	
Information to be Submitted with Tender	**Requirement/s**
Form of Tender	Correctly Completed Excel Document
Certificate of BONA FIDE Tender	Correctly Completed Excel Document
Current Insurance Certificates	Confirmation of cover levels and renewal date/s including: • Employers Liability • Public and Products Liability • Contractor All Risks • Professional Indemnity

Commercial Submission	
Schedule of Work	Correctly Completed
Cost Collection	Fully Completed

Quality Submission	
Declaration of Suppliers and Supplies	Statement to establish the intended building materials, products, components, suppliers and sub-contractors, all in compliance with the schedule of works.
Codes of Practice	Methodology of all the works to be carried out, the way they will be carried out and by whom, with statements to describe the critical construction phase stages including: Pre-Construction Phase Construction Phase Post-Construction Phase
Previous Similar Work	Provide details of similar work within the last three calendar years, including customer references with full contact details.
Detailed Programme of Works to Establish a Timed Critical Construction Path	Timetable to show how the works will be implemented within the permitted construction period. The outline programme of works shall therefore demonstrate that a rational sequence of works with enough resources have been allocated to ensure practical completion on the planned due date and will illustrate dates for: Appointment Mobilisation Procurement of Supplies Site Establishment Construction De-Mobilisation Rectification Period

Quality Submission (Contractor's Design Proportion CDP)	
Surface System Fencing System Floodlighting System Signage Sports Equipment	Technical Proposal including: Manufacturing Data Sheet(s) Evidence of Performance Compliance Product Sample (s) Reference Similar Installations Evidence of Warranty Provision(s)

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Contract Arrangements

Contract Arrangements	
General	The Contractor shall agree that until this tender is incorporated in the form of a building contract detailed below, executed under hand by the Employer, their tender together with the Employer's written acceptance thereof will constitute a binding contract between the Employer and Contractor and all terms and conditions in the formal contract will apply. (likely Letter of Intent to be provided by the Employer). The general Conditions of Contract shall be the JCT Minor Works (with contractors design – 2016 (MWD) prepared by the Joint Contracts Tribunal, modified and added to as shown below; and those conditions so amended shall be deemed to form and be construed as part of this contract.

Recitals	
First	The development of a PlayZone Pitch
Second	Completed surfacing to comply with specified performance requirements
Third	N / A at present
Fourth	Priced Specification
Fifth	For the purposes of the CID scheme under finance act 2004, the status of the Employer is, as at the base date that stated in the Contract Particulars
Sixth	The Construction (Design and Management) Regulations 2015 apply as stated in the Contract Particulars
Seventh	No framework agreement exists
Eighth	Supplemental provisions identified in the contract particulars apply

Articles	
1	The Contractor shall carry out and complete the works in accordance with the Contract Documents
2	Contract Sum
3	The Project Manager is to be Labosport Ltd
4	The Principal Designer is to be Labosport Ltd
5	The Principal Contractor for CDM purposes shall be the Contractor
6	Adjudication shall be in accordance with clause 7.2 of the JCT MW 2016
7	Arbitration shall be in accordance with schedule 1 and the JCT edition of CIMAR with the exceptions concerning CIS, VAT or decision by the adjudicator
8	English courts shall have jurisdiction

Contract Particulars		
Contract Particulars	**Subject**	**Description**
5th Recital and Schedule 2	Base Date	01/01/2023
5th Recital and Clause 4.2	CIS Scheme	Employer at the base date is not a contractor
6th Recital	CDM Regulations	Chosen contractor to advise regarding HSE
7th Recital	Framework Agreement	Project is not subject of a framework agreement
8th Recital and Schedule 3	Supplemental Provisions	Paragraphs 1-4 apply Paragraphs 5+6 do not apply
Article 7	Arbitration	Article 7 and schedule 1 (Arbitration) apply
1.1	CDM Planning Period	4 weeks
2.3	Date for Commencement of the Works	TBC
2.3	Date for Completion of the Works	TBC
2.9	Liquidated Damages	At the rate of £250 per day or part thereof

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2.11	Rectification Period	12 months
4.3	Percentage of the Total Value of Work Prior to Practical Completion	95%
4.3	Percentage of Total Amount to be Paid to Contractor	97.5%
4.3 and 4.8	Contribution, Levy and Tax Changes	Schedule 2 applies
4.3 and 4.8	Percentage Additions for Fluctuations Option	5%
4.8.1	Supply of Documentation for Final Certificate	3 months
5.3	Contractors PL Insurance Cover	£10,000,000
5.4A, 5.4B and 5.4C	Insurance of the Works	Clause 5.4A applies
5.4A and 5.4B	Percentage to Cover Professional Fees	15%
7.2	Adjudication	The adjudicator is the President of the Royal Institution of Chartered Surveyors
Schedule 1	Arbitration	The arbitrator is the President of the Royal Institution of Chartered Surveyors

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PLAYZONE SCHEME - FOOTBALL ONLY DESIGN

FACILITY LAYOUT

FENCING LAYOUT

KERBING LAYOUT

CONSTRUCTION MAKE UP

NOT TO SAME SCALE

FACILITY TYPE

FOOTBALL ONLY
NON-INFILL SYNTHETIC TURF PITCH WITH PERIMETER FENCING, FLOODLIGHTING, HARD-STANDING AREA AND EQUIPMENT

CONSTRUCTION

250MM SUB BASE (INC BLINDING LAYER)
15MM PREFABRICATED SHOCKPAD
40MM 3G NON-INFILL SYNTHETIC TURF

DIMENSIONS

FENCE TO FENCE = 30 X 20M
2NR GOAL RECESSES = 3.66 X 1M
HARD STANDING AREA = 20 X 2M
ACCESS ROUTE = TBC

LINE MARKING

GOAL BOXES = 10.0 X 5.0M
GOAL LINE = 3.66LM
CENTRE LINE = 20LM
CENTRE CIRCLE = 0.2M RADIUS

PERIMETER FENCING

3.0M HIGH TWIN BAR PANEL FENCING (RAL 6005 - DARK GREEN) AND 3.0M HIGH TWIN BAR PANEL FENCING (RAL 9016 - WHITE OR SIMILAR)
2NR DOUBLE GATE(S)
1NR SINGLE GATE(S)

LED FLOODLIGHTING

AVERAGE LUX = 120LUX
UNIFORMITY = 0.65

EQUIPMENT

2NR GOALS (INTEGRAL TO FENCING)
2NR BENCHES
2NR WASTE BINS
1NR STORAGE CONTAINER

AFTER CARE

BI-MONTHLY VISITS REQUIRED FOR DURATION OF END OF DEFECTS PERIOD (6NR VISITS)

CHECK ALL DIMENSIONS PRIOR TO COMMENCEMENT OF WORK

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NOTES

- 40MM 3G NON-INFILL SYNTHETIC TURF
- FOOTBALL PITCH LINEMARKING
- POROUS MACADAM HARDSTANDING AREA
- DOUBLE GATED ENTRANCE
- SINGLE GATED ENTRANCE
- BENCH
- WASTE BIN
- STORAGE CONTAINER AREA
- 3M HIGH WHITE COLOURED FENCING WITH GOAL
- 3M HIGH GREEN COLOURED FENCING

N

LEGEND / KEY

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PLAYZONE FACILITY DEVELOPMENT

PROJECT

PLAYZONE SCHEME - FOOTBALL ONLY DESIGN

DRAWING

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0 5M 10M 15M 20M 25M

PLAYZONE SCHEME - FOOTBALL & RUGBY DESIGN

FACILITY LAYOUT

FENCING LAYOUT

KERBING LAYOUT

CONSTRUCTION MAKE UP

NOT TO SAME SCALE

FACILITY TYPE

FOOTBALL & RUGBY
NON-INFILL SYNTHETIC TURF PITCH WITH PERIMETER FENCING, FLOODLIGHTING, HARD-STANDING AREA AND EQUIPMENT

CONSTRUCTION

250MM SUB BASE (INC BLINDING LAYER)
15MM PREFABRICATED SHOCKPAD
40MM 3G NON-INFILL SYNTHETIC TURF

DIMENSIONS

FENCE TO FENCE = 30 X 20M
2NR GOAL RECESSES = 3.66 X 1M
HARD STANDING AREA = 20 X 2M
ACCESS ROUTE = TBC

LINE MARKING

GOAL BOXES = 10.0 X 5.0M
GOAL LINE = 3.66LM
CENTRE LINE = 20LM
CENTRE CIRCLE = 0.2M RADIUS
TRY LINE = 2NR 20LM - IN YELLOW
CROSS PLAY LINES = 4NR 20LM - IN RED

PERIMETER FENCING

3.0M HIGH TWIN BAR PANEL FENCING (RAL 6005 - DARK GREEN) AND 3.0M HIGH TWIN BAR PANEL FENCING (RAL 9016 - WHITE OR SIMILAR)
2NR DOUBLE GATE(S)
1NR SINGLE GATE(S)

LED FLOODLIGHTING

AVERAGE LUX = 120LUX
UNIFORMITY = 0.65

EQUIPMENT

2NR GOALS (INTEGRAL TO FENCING)
2NR BENCHES
2NR WASTE BINS
1NR STORAGE CONTAINER

AFTER CARE

BI-MONTHLY VISITS REQUIRED FOR DURATION OF END OF DEFECTS PERIOD (6NR VISITS)

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NOTES

- 40MM 3G NON-INFILL SYNTHETIC TURF
- FOOTBALL PITCH LINEMARKING
- RUGBY TRY LINEMARKING
- RUGBY CROSS PLAY LINEMARKING
- POROUS MACADAM HARDSTANDING AREA
- DOUBLE GATED ENTRANCE
- SINGLE GATED ENTRANCE
- BENCH
- WASTE BIN
- STORAGE CONTAINER AREA
- 3M HIGH WHITE COLOURED FENCING WITH GOAL
- 3M HIGH GREEN COLOURED FENCING

LEGEND / KEY

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PROJECT

PLAYZONE SCHEME - FOOTBALL & RUGBY DESIGN

DRAWING

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PLAYZONE SCHEME - FOOTBALL & CRICKET DESIGN

FACILITY LAYOUT

FENCING LAYOUT

KERBING LAYOUT

CONSTRUCTION MAKE UP

NOT TO SAME SCALE

0 5M 10M 15M 20M 25M

FACILITY TYPE

FOOTBALL & CRICKET
SAND DRESSED SYNTHETIC TURF PITCH WITH PERIMETER FENCING, FLOODLIGHTING, HARD-STANDING AREA AND EQUIPMENT

CONSTRUCTION

250MM SUB BASE
50MM POROUS ASPHALT (MACADAM) LAYER
15MM IN-SITU SHOCKPAD
20MM SAND DRESSED SYNTHETIC TURF

DIMENSIONS

FENCE TO FENCE = 30 X 20M
2NR GOAL RECESSES = 3.66 X 1M
HARD STANDING AREA = 20 X 2M
ACCESS ROUTE = TBC

LINE MARKING

GOAL BOXES = 10.0 X 5.0M
GOAL LINE = 3.66LM
CRICKET PITCH AREA TO BE SEPARATE COLOUR TO PITCH

PERIMETER FENCING

3.0M HIGH TWIN BAR PANEL FENCING (RAL 6005 - DARK GREEN) AND 3.0M HIGH TWIN BAR PANEL FENCING (RAL 9016 - WHITE OR SIMILAR)
2NR DOUBLE GATE(S)
1NR SINGLE GATE(S)

LED FLOODLIGHTING

AVERAGE LUX = 200LUX
UNIFORMITY = 0.65

EQUIPMENT

2NR GOALS (INTEGRAL TO FENCING)
2NR BENCHES
2NR WASTE BINS
1NR STORAGE CONTAINER
8NR ADDITIONAL CRICKET WICKET SIGNAGE INTEGRAL TO FENCING

AFTER CARE

BI-MONTHLY VISITS REQUIRED FOR DURATION OF END OF DEFECTS PERIOD (6NR VISITS)

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NOTES

- 20MM SAND DRESSED SYNTHETIC TURF
- FOOTBALL PITCH LINEMARKING
- CRICKET WICKET LINEMARKING
- ADDITIONAL CRICKET WICKET SIGNAGE
- POROUS MACADAM HARDSTANDING AREA
- DOUBLE GATED ENTRANCE
- SINGLE GATED ENTRANCE
- BENCH
- WASTE BIN
- STORAGE CONTAINER AREA
- 3M HIGH WHITE COLOURED FENCING WITH GOAL
- 3M HIGH GREEN COLOURED FENCING

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LEGEND / KEY

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CLIENT

PLAYZONE FACILITY DEVELOPMENT

PROJECT

PLAYZONE SCHEME - FOOTBALL & CRICKET DESIGN

DRAWING

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PLAYZONE SCHEME - FOOTBALL & HOCKEY DESIGN

FACILITY LAYOUT

FENCING LAYOUT

KERBING LAYOUT

CONSTRUCTION MAKE UP

NOT TO SAME SCALE

FACILITY TYPE

FOOTBALL & HOCKEY
SAND DRESSED SYNTHETIC TURF PITCH WITH PERIMETER FENCING, FLOODLIGHTING, HARD-STANDING AREA AND EQUIPMENT

CONSTRUCTION

250MM SUB BASE
50MM POROUS ASPHALT (MACADAM) LAYER
15MM IN-SITU SHOCKPAD
20MM SAND DRESSED SYNTHETIC TURF

DIMENSIONS

FENCE TO FENCE = 30 X 20M
2NR GOAL RECESSES = 3.66 X 1M
HARD STANDING AREA = 20 X 2M
ACCESS ROUTE = TBC

LINE MARKING

GOAL D'S = 6.25M RADIUS D'S
GOAL LINE = 3.66LM

PERIMETER FENCING

3.0M HIGH TWIN BAR PANEL FENCING (RAL 6005 - DARK GREEN) AND 3.0M HIGH TWIN BAR PANEL FENCING (RAL 9016 - WHITE OR SIMILAR)
2NR DOUBLE GATE(S)
1NR SINGLE GATE(S)
TIMBER (OR SIMILAR) KICKBOARDS

LED FLOODLIGHTING

AVERAGE LUX = 200LUX
UNIFORMITY = 0.65

EQUIPMENT

2NR GOALS (INTEGRAL TO FENCING)
2NR BENCHES
2NR WASTE BINS
1NR STORAGE CONTAINER

AFTER CARE

BI-MONTHLY VISITS REQUIRED FOR DURATION OF END OF DEFECTS PERIOD (6NR VISITS)

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NOTES

LEGEND / KEY

- 20MM SAND DRESSED SYNTHETIC TURF
- FOOTBALL PITCH LINEMARKING
- POROUS MACADAM HARDSTANDING AREA
- DOUBLE GATED ENTRANCE
- SINGLE GATED ENTRANCE
- BENCH
- WASTE BIN
- STORAGE CONTAINER AREA
- 3M HIGH WHITE COLOURED FENCING WITH GOAL
- 3M HIGH GREEN COLOURED FENCING

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CLIENT: THE FOOTBALL FOUNDATION

PROJECT: PLAYZONE FACILITY DEVELOPMENT

DRAWING: PLAYZONE SCHEME - FOOTBALL & HOCKEY DESIGN

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0 5M 10M 15M 20M 25M

PLAYZONE SCHEME - FOOTBALL & NETBALL DESIGN

FACILITY LAYOUT

FENCING LAYOUT

KERBING LAYOUT

CONSTRUCTION MAKE UP

NOT TO SAME SCALE

FACILITY TYPE

FOOTBALL & NETBALL
SAND DRESSED SYNTHETIC TURF PITCH WITH PERIMETER FENCING, FLOODLIGHTING, HARD-STANDING AREA AND EQUIPMENT

CONSTRUCTION

250MM SUB BASE
50MM POROUS ASPHALT (MACADAM) LAYER
15MM IN-SITU SHOCKPAD
20MM SAND DRESSED SYNTHETIC TURF

DIMENSIONS

FENCE TO FENCE = 30 X 20M
2NR GOAL RECESSES = 3.66 X 1M
HARD STANDING AREA = 20 X 2M
ACCESS ROUTE = TBC

LINE MARKING

GOAL BOXES = 10.0 X 5.0M
GOAL LINE = 3.66LM
NETBALL COURT = 28.0 X 15.0M

PERIMETER FENCING

3.0M HIGH TWIN BAR PANEL FENCING (RAL 6005 - DARK GREEN) AND 4.0M HIGH TWIN BAR PANEL FENCING (RAL 9016 - WHITE OR SIMILAR)
2NR DOUBLE GATE(S)
1NR SINGLE GATE(S)

LED FLOODLIGHTING

AVERAGE LUX = 120LUX
UNIFORMITY = 0.65

EQUIPMENT

2NR GOALS (INTEGRAL TO FENCING)
2NR BENCHES
2NR WASTE BINS
1NR STORAGE CONTAINER
2NR NETBALL HOOP SYSTEMS

AFTER CARE

BI-MONTHLY VISITS REQUIRED FOR DURATION OF END OF DEFECTS PERIOD (6NR VISITS)

CHECK ALL DIMENSIONS PRIOR TO COMMENCEMENT OF WORK

NO GUARANTEE CAN BE GIVEN THAT ALL SERVICES HAVE BEEN SHOWN ON THE DRAWING

NO GUARANTEE CAN BE GIVEN TO THE ACCURACY AND COMPLETENESS OF ANY SERVICE PROVIDER RECORD INFORMATION SHOWN IN THIS DRAWING AND NO LIABILITY WILL BE ACCEPTED FOR ANY LOSSES THAT ARISE DUE TO A LACK OF ACCURACY IN ANY SERVICE PROVIDERS RECORD INFORMATION

RELEVANT SERVICE DRAWINGS SHOULD BE OBTAINED FROM APPROPRIATE SERVICE PROVIDERS AND USED IN CONJUNCTION WITH THIS DRAWING

REFERENCE SHOULD ALSO BE MADE TO HISTORICAL PLANS AND AS BUILT DRAWINGS

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NOTES

- 20MM SAND DRESSED SYNTHETIC TURF
- FOOTBALL PITCH LINEMARKING
- NETBALL PITCH LINEMARKING
- POROUS MACADAM HARDSTANDING AREA
- DOUBLE GATED ENTRANCE
- SINGLE GATED ENTRANCE
- BENCH
- WASTE BIN
- STORAGE CONTAINER AREA
- 4M HIGH WHITE COLOURED FENCING WITH GOAL
- 3M HIGH GREEN COLOURED FENCING

N

LEGEND / KEY

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AUTHOR

CLIENT: THE FOOTBALL FOUNDATION

PROJECT: PLAYZONE FACILITY DEVELOPMENT

DRAWING: PLAYZONE SCHEME - FOOTBALL & NETBALL DESIGN

STATUS: DESIGN	DRAWN BY: LK	VERSION: 01	
PROJECT: N/A	ISSUE DATE: 22.02.23	DRAWING: 05	
PAPER SIZE: A1	SCALE: 1:250		

0 5M 10M 15M 20M 25M

PLAYZONE SCHEME - FOOTBALL & BASKETBALL DESIGN

FACILITY LAYOUT OPTIONS

FENCING LAYOUT

KERBING LAYOUT

CONSTRUCTION MAKE UP

NOT TO SAME SCALE

FACILITY TYPE

FOOTBALL & BASKETBALL
POLYMERIC SURFACE PITCH WITH PERIMETER FENCING, FLOODLIGHTING, HARD-STANDING AREA AND EQUIPMENT

CONSTRUCTION

200MM SUB BASE
40MM POROUS ASPHALT (MACADAM) BASE LAYER
25MM POROUS ASPHALT (MACADAM) SURFACE LAYER
13-15MM POLYMERIC SURFACE

DIMENSIONS

FENCE TO FENCE = 30 X 20M
2NR GOAL RECESSES = 3.66 X 1M
HARD STANDING AREA = 20 X 2M
ACCESS ROUTE = TBC

LINE MARKING

GOAL BOXES = 10.0 X 5.0M
GOAL LINE = 3.66LM
BASKETBALL MARKINGS

PERIMETER FENCING

3.0M HIGH TWIN BAR PANEL FENCING (RAL 6005 - DARK GREEN) AND 4.0M HIGH TWIN BAR PANEL FENCING (RAL 9016 - WHITE OR SIMILAR)
2NR DOUBLE GATE(S)
1NR SINGLE GATE(S)

LED FLOODLIGHTING

AVERAGE LUX = 120LUX
UNIFORMITY = 0.65

EQUIPMENT

2NR GOALS (INTEGRAL TO FENCING)
2NR BENCHES
2NR WASTE BINS
1NR STORAGE CONTAINER
6NR BASKETBALL HOOP SYSTEMS

AFTER CARE

MOSS / ALGAL INHIBITOR PRIOR TO END OF DEFECTS PERIOD, WITH ADDITIONAL APPLICATIONS FOLLOWING END OF DEFECTS PERIOD PROVIDED TO CLIENT

CHECK ALL DIMENSIONS PRIOR TO COMMENCEMENT OF WORK

NO GUARANTEE CAN BE GIVEN THAT ALL SERVICES HAVE BEEN SHOWN ON THE DRAWING

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REFERENCE SHOULD ALSO BE MADE TO HISTORICAL PLANS AND AS BUILT DRAWINGS

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NOTES

POLYMERIC SURFACING
FOOTBALL PITCH LINEMARKING
BASKETBALL PITCH LINEMARKING
POROUS MACADAM HARDSTANDING AREA
DOUBLE GATED ENTRANCE
SINGLE GATED ENTRANCE
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PLAYZONE FACILITY DEVELOPMENT

PROJECT

PLAYZONE SCHEME - FOOTBALL & BASKETBALL DESIGN

DRAWING

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0 5M 10M 15M 20M 25M

Appendix C

Contract Amendments

Appendix D

Performance Bond

Appendix E

Sub-Contractor/Sub-Consultant Warranty

Appendix F

Parent Company Guarantee

Appendix G

Contract Sum Analysis

Part 3
Project Brief

Schedule 5, Part 3
Project Brief

Background to Project

Project Background

[brief description of the project requirement]

Contracting Authority

[details of the “Contracting Authority” calling off the works/services]

Site Location

[identification of site including site plan]

Site Constraints and Risks

[identification of any known site constraints and risks]

Works/Services Required

FMC Consultant/PlayZone Provider (Works/Services Required)

[* delete as appropriate dependent on whether it is the "FMC" or "PlayZone Provider". Describe the works/services required]

Timetable & Milestones

[insert key milestone dates]

Key Task/Milestone	Date

Financial Information

Project Budget

[provide overall budget and if available, a pre-tender estimate or cost plan.

Tender Requirements

Quality Proposal

[PlayZone Provider and FMC Consultant to provide a brief method statement with each project proposal]

Cost Proposal

[Set out cost requirements. The PlayZone Provider and FMC Consultant to set out their project cost based on their tendered framework fee rates or through a Competitive Award Exercise.]

Tender Process

Tender Procedure

[Confirm tender return procedures in accordance with client's requirements (Direct Award]

Tender Return

[Set tender return date for direct award]

Part 4
Price Framework

4a: Price Framework for PlayZone Supplier (PZP)
4b: Price Framework for Framework Managing Consultant (FMC)

Provided under **Schedule 9 – Framework Proposals**

Schedule 6
Part 1
Legal Requirements

(see clause 13.4)

The following *Legal Requirements* supplement or amend the following *Contract Terms*:

Not applicable

Part 2
Special Terms

(see clause 13.5)

The following *Special Terms* shall amend and supplement the *Contract Terms*:

Clause 1.8.1	Insert at the end before ';': 'fairly and constructively without adversely affecting the *Framework Programme*'
Clause 1.10	On line 2 after '*Alliance Agreement'* delete the existing text to the end of the clause and insert: '. The *Client* may issue a *Nominating Notice* to the other *Alliance Members* conferring the benefit of the *Third Party Rights* on a *Stakeholder* with effect from the date of the relevant *Nominating Notice*.'
Clause 1.11.1	On line 1 after '*Alliance Manager*' insert: 'or the *Client*'.
New Clause 1.12 (Restricted Documents)	Insert new clause 1.12: 'Subject to clause 1.13, the *Restricted Documents* shall be disclosed only to the *Client* and the *Alliance Managers*, unless: (a) the *Restricted Document* is a *Project Contract* or other related agreement and an *Alliance Member* other than the *Client* is a party to that *Project Contract*; or (b) an *Alliance Member* other than the *Client* has been responsible for producing the *Restricted Document*; or (c) the *Client* has authorised the disclosure of a *Restricted Document*. Where any of the circumstances in (a)-(c) apply to an *Alliance Member* (other than the *Client*) the *Alliance Member* shall not be permitted to disclose the *Restricted Document* to the other *Alliance Members* and shall treat the *Restricted Document*

	as *Confidential Information* in accordance with clause 13.3.3.'
New Clause 1.13	Insert new clause 1.13: 'Where a *Restricted Document* relates to a *Project Contract* or *Template Project Contract* that the *Alliance Manager* is going to be a party to or is a party to the *Alliance Manager* shall not be entitled to disclosure of that document and shall not be entitled to disclose that document to the other *Alliance Members* (other than the *Client*) and any information contained in that document or relating to that document shall be treated as *Confidential Information* in accordance with clause 13.3.3.'
Clause 2.5	At the end of the clause insert 'The *Alliance Members* shall undertake their agreed roles in accordance with the *Timetable*.'
Clause 2.6	On line 3 delete '9.1' and insert '13.19'
New Clause 5.3A	Insert new clause 5.3A: 'As a pre-condition of any award of a *Project Contract* pursuant to clauses 5.1 and 5.2 (whether via the *Direct Award Procedure* or the *Competitive Award Procedure*), an *Alliance Member* shall comply with the requirements of clause 13.21 and shall provide evidence of such compliance to the *Client* or any *Additional Client* upon written request.
Clause 5.6	On line 4 before 'expenditure' insert 'actual or expected loss and/or'
New Clause 6.3.6	At the end of clause 6.3.5 delete '.' and insert ';' Insert new clause 6.3.6, 'the relevant *Alliance Member* or *Alliance Members* shall procure within 10 *Working Days* following a request from the *Client* and/or the *Alliance Manager* pursuant to this *Framework Alliance Contract* and/or in relation to a *Project* collateral warranties from the *Supply Chain* in the appropriate form for a consultant or a contractor as included in the *Template Project Documents*, in favour of the *Client*, any *Additional Client* and/or any *Stakeholders,* along with a copy of the *Supply Chain's* up-to-date professional indemnity insurance policy, and completed appointment/contract.'
New Clause 8.12	Insert new clause 8.12: 'Each *Alliance Member* (save for the *Client*, the *Alliance Manager*, any *Additional Client*, the *Framework Managing Consultant* is required to pay the *Framework Fee* to the *Client* throughout the duration of this *Framework Alliance Contract*. The *Framework Fee* is payable on the date of entry into this *Framework Alliance Contract* and thereafter annually, not less than five (5) calendar days prior to each anniversary of this *Framework Alliance Contract*.'
Clause 9.1	Delete this clause and insert 'Not used'
New Clause 11.5	Insert new clause 11.5: 'Without affecting any other obligations of the *Alliance Members* in respect of the provision of copies of documents to the *Client,* the *Alliance Members* shall supply to the *Client* within 5 *Working Days* of its request further copies of any document upon payment of the *Alliance Member's* reasonable copying charges.'
Clause 12	At the end of the heading insert: '**and Relevant Certification**'
New Clause	Insert new clause 12.4: 'Each *Alliance Member* shall hold the Relevant Certification

12.4	in force at all times for the duration of the *Framework Alliance Contract.'*
New Clause 12.5	Insert new clause 12.5: 'Each *Alliance Member* shall provide to the *Client* and any *Additional Client* upon request and, in any event, not less than annually following the date of entry into this *Framework Alliance Contract*, copies of the Relevant Certification as evidence of its compliance with clause 12.4.
Clause 13.2	Amend existing clause 13.2 to state clause 13.2.1 At the beginning of clause 13.2.1 delete 'No' Insert at the beginning of clause 13.2.1, 'Except as stated at clauses 13.2.2 and 13.2.3, no'
New clause 13.2.2	Insert new clause 13.2.2: 'The *Client* shall be entitled to novate its interests under this *Framework Alliance Contract* to any successor body following a reorganisation within government or to anybody (including any private sector body) which substantially performs any of the functions previously performed by the *Client*.'
New clause 13.2.3	Insert new clause 13.2.3: 'The *Client* shall be entitled to assign, charge or otherwise transfer its interests in this *Framework Alliance Contract* without any of the other *Alliance Members'* prior consent to: (a) any Contracting Authority within the meaning of Regulation 2 of the Public Contracts Regulations 2015; and/or (b) any *Funder* and/or *Sponsor.*'
Clause 13.3 (Confidentiality and conflict of interest)	Delete the existing clause 13.3 and replace with: '13.3.1 The *Alliance Members* undertake and represent to the *Client* and any *Additional Client* that each *Alliance Member* shall at all times during the *Framework Programme* avoid situations creating potential conflicts of interest and shall bring to the *Client's* and any *Additional Client's* attention any conflict of interest issues. The *Alliance Members* shall ensure that any conflicts of interest or potential conflicts of interest related to *Supply Chain Collaboration* and/or in the selection of the *Supply Chain* (if any) and/or in relation to any *Project Contract* and/or this *Framework Alliance Contract* and/or any circumstance where two or more *Alliance Members* are part of the same group of companies, are specifically declared in advance and brought to the *Client's* and any *Additional Client's* attention in order to obtain prior approval; 13.3.2 If the *Client* and/or any *Additional Client* reasonably considers that the conflict of interest notified to it under clause 13.3.1 is capable of being avoided or removed, the *Client* and/or any *Additional Client* may require the *Alliance Member* to take such steps as are reasonably necessary to avoid or remove such conflict of interest. For the avoidance of doubt, no *Alliance Member* (save for the *Client* and/or any *Additional Client*) shall be permitted to engage (directly or otherwise) the *Framework Managing Consultant* and/or the *Specialist Testing Consultant* in connection with any aspect of any *Project Contract* and/or this *Framework Alliance Contract*;

	13.3.3 If the *Alliance Member* fails to remedy such conflict of interest as required in clause 13.3.2; or such conflict of interest cannot be remedied; or the *Client* or *Additional Client* considers that a conflict of interest existed prior to the *Effective Date*; the *Client* or *Additional Client* (as applicable) may terminate the *Framework Alliance Contract* or the relevant *Alliance Member's* appointment in accordance with clause 14.1B.5; 13.3.4 Any *Alliance Member* shall maintain *Confidential Information* (or shall procure that it is maintained) in strict confidence and shall protect any *Confidential Information* which it obtains in connection with this *Framework Alliance Contract* and any *Project Contract* and will use it only for the purpose for which it is intended and/or disclosed and at the request of the *Client* and/or any *Additional Client* will return any *Confidential Information* which is in physical form including all copies and/or destroy all remaining records and delete and arrange for the deletion of all *Confidential Information* from any computer, word processor or other equipment which contains *Confidential Information.* The restrictions in this clause 13.3.4 will continue to apply for a period of 6 years after expiry of the *Framework Alliance Contract* or a relevant *Project Contract* to which it relates or until the information is no longer *Confidential Information* (whichever is the later). The restriction shall not apply to *Confidential Information* which is disclosed with consent, or to the extent required by law, or that is already in the public domain other than through breach of this clause. 13.3.5 Subject to clause 13.13, 13.14 and 13.16 in respect of the *Client* and/or any *Additional Client*, an *Alliance Member* shall not divulge the *Confidential Information* to any third party other than as provided for in this clause 13.3; and shall not make commercial use of the *Confidential Information*.'
Clause 13.6 (Third Party Rights)	On the first line after 'Subject only to clauses' insert '1.10,' Insert after '14.6' the following ', and insofar as a *Stakeholder* (and any other *Client* and/or any other *Additional Client* not a party to a *Project Contract* or *Order*) shall be entitled to enforce the terms of this *Framework Alliance Contract* pursuant to a *Project Contract* or *Order*'
New clause 13.7 (Entire agreement)	Insert new clause 13.7: ' This *Framework Alliance Contract* constitutes the entire agreement between the *Alliance Members* in relation to its subject matter, and replaces and extinguishes all prior agreements, arrangements, undertakings or collateral contracts of any nature made by any of the *Alliance Members* (whether written or oral) in relation to such subject matter.'
New clause 13.8 (Prevention of bribery)	Insert new clause 13.8: '13.8.1 Each *Alliance Member* represents and warrants to the *Client* and any *Additional Client* that neither it, nor to the best of its knowledge any of its personnel, have at any time prior to the *Effective Date*: (a) committed a *Prohibited Act* or been formally notified that it is subject to an investigation or prosecution which relates to an alleged *Prohibited Act*; and/or

	(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a *Prohibited Act*. 13.8.2 An *Alliance Member* shall not during the term of this *Framework Alliance Contract* commit a *Prohibited Act*; and/or do anything which would cause the *Client* and/or any *Additional Client* to contravene the *Bribery Act.* 13.8.3 During the term of the *Framework Alliance Contract,* an *Alliance Member* shall and shall require that its sub-consultants/sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the *Bribery Act* and prevent the occurrence of a *Prohibited Act*; and shall keep appropriate records for the *Client's* and any *Additional Client's* review. 13.8.4 An *Alliance Member* shall immediately notify the *Client* and any *Additional Client* in writing if it becomes aware of any breach of clause 13.8.1 and/or 13.8.2, or has reason to believe that it has or any of its personnel have committed a *Prohibited Act*. 13.8.5 If an *Alliance Member* makes a notification to the *Client* and/or any *Additional Client* pursuant to clause 13.8.4, the *Alliance Member* shall respond promptly to the *Client's* and/or any *Additional Client's* enquiries, co-operate with any investigation, and allow the *Client* and/or *Additional Client* to audit any books, records and/or any other relevant documentation in accordance with clause 13.9. 13.8.6 If the *Alliance Member* is in *Default* under clauses 13.8.1 and/or 13.8.2, the *Client* and/or any *Additional Client* may by notice require the *Alliance Member* to remove from performance of this *Framework Alliance Contract* any of its personnel whose acts or omissions have caused the *Default*; or immediately terminate the appointment of that *Alliance Member or* terminate the *Framework Alliance Contract* in accordance with clause 14.1B.5.'
New clause 13.9 (Audit)	Insert new clause 13.9: 'Each *Alliance Member* shall keep and maintain until 6 years after the *Framework Alliance Contract* has been completed or the relevant *Project Contract*, or as long a period as may be agreed between the parties, full and accurate records of the *Framework Alliance Contract* or any *Project Contract* including: (a) the works/services provided under it; (b) all expenditure reimbursed by the *Client* and/or any *Additional Client*; (c) all payments made by the *Client* and/or any *Additional Client*. The *Alliance Member* shall on request afford the *Client,* any *Additional Client* or the *Alliance Manager* such access to those records as may be required in connection with the *Framework Alliance Contract* or in respect of any *Project Contract*.'

New clause 13.10 (Equality and diversity)	Insert new clause 13.10: 'An *Alliance Member* shall perform its obligations under this *Framework Alliance Contract* (including those in relation to any *Project Contract*) in accordance with all applicable equality *Law* (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).'
New clause 13.11 (Human rights)	Insert new clause 13.11: 'An *Alliance Member* shall (and shall use its reasonable endeavours to procure that its *Staff* shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this *Framework Alliance Contract*.'
New clause 13.12 (Health and safety)	Insert new clause 13.12: 'An *Alliance Member* shall perform its obligations under this *Framework Alliance Contract* (including those in relation to any *Project Contract*) in accordance with all applicable *Law* regarding health and safety; and any *Health and Safety Policy* while undertaking a *Project*.'
New clause 13.13 (Data protection)	Insert new clause 13.13: '13.13.1 An *Alliance Member* shall (and shall procure that any of its *Staff* involved in the provision of the *Framework Alliance Contract* or a *Project Contract)* comply with their obligations under the *Data Protection Legislation*, which arise in connection with the *Framework Alliance Contract* or a *Project Contract.* 13.13.2 Notwithstanding the general obligation in clause 13.13.1, where an *Alliance Member* is processing *Personal Data* as a *Data Processor* on behalf of the *Client* and/or any *Additional Client* or for another *Alliance Member* (each is a *Data Controller* in respect of that *Personal Data*) in connection with the *Framework Alliance Contract* or a *Project Contract:* (a) the *Alliance Member's* processing of *Client* and/or *Additional Client Personal Data* shall be limited to the duration of the relevant *Project Contract*, and the *Alliance Member's* processing of other *Alliance Member Personal Data* shall be limited to the duration of the *Framework Alliance Contract*; (b) the nature and purpose of the processing shall be limited to electronic and in person exchange of *Personal Data* for the purposes of project planning and coordination, health and safety information sharing, and the provision of training; (c) the individuals whose *Personal Data* will be processed will be the directors, employees, contractors, agents and sub-contractors of the relevant *Data Controller*; and (d) the types of *Personal Data* processed will include names, job titles, email addresses, and phone numbers. 13.3.3 When acting as a *Data Processor* in accordance with clause 13.13.2 each *Alliance Member* undertakes to:

	(a) only process any *Personal Data* on behalf of the relevant *Data Controller* in accordance with this *Framework Alliance Contract* and the *Data Controller's* written instructions from time to time except where otherwise required by applicable law; (b) observe and comply at all times with applicable *Data Protection Legislation*, and in particular to observe and comply with Articles 28, 32, 33, 34, 35 and 36 of the GDPR that expressly apply to *Data Processors*, and to otherwise provide the relevant *Data Controller* with such assistance in complying with the same as the *Data Controller* may reasonably expect of a diligent service provider; (c) notwithstanding the obligations in clauses 13.3.3(a) and 13.3.3(b), implement technical and organisational measures to ensure the security of the *Personal Data*, and notify the *Data Controller* without delay (and in any event within 36 hours) after becoming aware of a *Personal Data* breach; and (d) at the choice of the *Data Controller*, delete or return all the *Personal Data* to the *Data Controller* after the end of the *Project Contract* or *Framework Alliance Contract*, and delete all copies held unless otherwise required by law.'
New clause 13.14 (Freedom of information)	Insert new clause 13.14 '13.14.1 An *Alliance Member* acknowledges that the *Client* is subject to the requirements of the *FOIA* and the *EIRs*. The *Alliance Member* shall: (a) provide all necessary assistance and cooperation as reasonably requested by the *Client* to enable the *Client* to comply with its obligations under the FOIA and EIRs; (b) transfer to the *Client* all *Requests for Information* relating to this *Framework Alliance Contract* or a *Project Contract* that it receives as soon as practicable and in any event within 2 *Working Days* of receipt; (c) provide the *Client* with a copy of all *Information* belonging to the *Client* requested in the *Request for Information* which is in its possession or control in the form that the *Client* requires within 5 *Working Days* (or such other period as the *Client* may reasonably specify) of the *Client's* request for such Information; and (d) not respond directly to a *Request for Information* unless authorised in writing to do so by the *Client*. 13.14.2 An *Alliance Member* acknowledges that the *Client* may be required under the *FOIA* and *EIRs* to disclose *Information* (including *Commercially Sensitive Information*) without consulting or obtaining consent from the *Alliance Member*. The *Client* shall take reasonable steps to notify the *Alliance Member* of a *Request For Information* (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the *FOIA*) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this *Framework Alliance Contract* or a *Project Contract)* the *Client* shall be responsible for determining in its absolute discretion whether any *Commercially Sensitive Information*

	and/or any other information is exempt from disclosure in accordance with the *FOIA* and/or the *EIRs*.'
New clause 13.15 (Notifiable events)	Insert new clause 13.15: '13.15.1 An *Alliance Member* under this *Framework Alliance Contract* or any *Project Contract* shall without delay notify the *Client* and/or any *Additional Client* of a N*otifiable Event*. If any *Notifiable Event* should occur, the *Alliance Member* shall as soon as reasonably practicable thereafter and in any event within 10 *Working Days*, notify the *Client* and/or any *Additional Client* of such *Notifiable Event* and shall promptly on demand provide all reasonable information that the *Client* and/or any *Additional Client* may require relating to that *Notifiable Event*. 13.15.2 Following the notification of a *Notifiable Event* under clause 13.15.1 by an *Alliance Member*, the Client and/or any *Additional Client* may require the relevant *Alliance Member* to provide suitable security documentation such as a parent company guarantee or a performance bond in respect of a *Project Contract*, in a form acceptable to the *Client* and/or any *Additional Client* (acting reasonably) following such a *Notifiable Event*. 13.15.3 The *Client* and/or any *Additional Client* is entitled to terminate the appointment of the relevant *Alliance Member* under this *Framework Alliance Contract* and any *Project Contract*, following a *Notifiable Event* pursuant to clause 14.1B.5, unless the *Client* and/or any *Additional Client* has notified the relevant *Alliance Member* in writing that it is satisfied to proceed on the basis of the reorganising or restructuring pursuant to the *Notifiable Event*, and/or on the condition that the *Alliance Member* shall provide the security documentation as set out at clause 13.15.2. 13.15.4 Any change in the legal status of any of the *Clients* and/or any *Additional Clients* under this *Framework Alliance Contract* or a *Project Contract* shall not affect the validity of this *Framework Alliance Contract* or a *Project Contract* and this *Framework Alliance Contract* or a *Project Contract* shall be binding on any successor body to that *Client or Additional Client*.'
New clause 13.16 (Publicity and branding)	Insert new clause 13.16: '13.16.1 An *Alliance Member* shall not (and shall procure that no sub-consultant/sub-contractor of the *Alliance Member* shall) make without the *Client's* and/or any *Additional Client's* prior written consent, (such consent shall be at the *Client's* and/or any *Additional Client's* absolute discretion) any advertisement, public statement or press announcement including any social media comment in relation to this *Framework Alliance Contract* or a *Project Contract* or the provision of any works/services. 13.16.2 The *Client* and any *Additional Client* reserve the right to make public statements and press announcements in relation to this *Framework Alliance Contract* or a *Project Contract* for any purpose.'

New clause 13.17 (Change in law)	Insert new clause 13.17: 'Each *Alliance Member* warrants to the *Client* and any *Additional Client* that each *Alliance Member* shall bear the cost of ensuring that during the *Framework Programme* the works/services comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments to the same.'
New clause 13.18 (General provisions)	Insert new clause 13.18: '13.18.1 If any provision of this *Framework Alliance Contract* is held to be invalid, unlawful or unenforceable to any extent such provision shall not affect the validity, legality or enforceability of the remaining parts of this *Framework Alliance Contract*. 13.18.2 References to laws, statutes, byelaws, regulations, orders and delegated legislation in this *Framework Alliance Contract* shall include any law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating or made pursuant to the same. 13.18.3 By entering into this *Framework Alliance Contract*, the *Alliance Members* warrant, represent and undertake to each other that: (a) each has full capacity and authority to enter into and to perform this *Framework Alliance Contract*; (b) this *Framework Alliance Contract* is executed by a duly authorised representative of that *Alliance Member*; (c) there are no actions, suits or proceedings or regulatory investigations pending or, to that *Alliance Member's* knowledge, threatened against or affecting that Alliance Member before any court or administrative body or arbitration tribunal that might affect the ability of that Alliance Member to meet and carry out its obligations under this *Framework Alliance Contract*; and (d) once duly executed, this *Framework Alliance Contract* will constitute legal, valid and binding obligations.'
New clause 13.19 (Variations)	Insert new clause 13.19: 'The *Alliance Members* agree that any change to this *Framework Alliance Contract* shall be in accordance with the *Change Control Procedure* set out in Schedule 7. For these purposes a 'change' shall include any proposed amendments to this *Framework Alliance Contract* and any proposed assignment or sub-contracting of this *Framework Alliance Contract* whether in whole or in part other than as permitted by clause 13.2. For each change that is agreed by the *Alliance Members*, this *Framework Alliance Contract* shall be amended to the extent necessary to give effect to that change, and for this purpose a *Change Control Notice* ('**CCN**') issued in compliance with the Schedule 7 procedure and signed by all the *Alliance Members* shall give effect to any amendment. No variation of or amendment to the provisions of this *Framework Alliance Contract* shall be effective unless and until it is made in accordance with the *Change Control Procedure* and this clause 13.19.'

New Clause 13.20 (Modern Slavery)	Insert new clause 13.20: '13.20.1 Each *Alliance Member* undertakes, represents and warrants to the *Client* and any *Additional Client* that neither it, nor to the very best of its knowledge any of its personnel, have at any time prior to the *Effective Date*: (a) committed an *MSA Offence*; or (b) been notified that it is subject to an investigation relating to an alleged *MSA Offence* or prosecution under the *Modern Slavery Act*; or (c) become aware of any circumstances within its *Supply Chain* that could give rise to an investigation relating to an alleged *MSA Offence* or prosecution under the *Modern Slavery Act*; 13.20.2 An *Alliance Member* shall comply with the Modern Slavery Act and the Modern Slavery Statement; and shall not during the term of this *Framework Alliance Contract* commit an *MSA Offence*; and/or do anything which would cause the *Client* and/or any *Additional Client* to contravene the *Modern Slavery Act*. 13.20.3 During the term of the *Framework Alliance Contract*, an *Alliance Member* shall and shall require that its sub-consultants/sub-contractors establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the *Modern Slavery Act* and prevent the occurrence of an *MSA Offence*; and shall during the term of the *Framework Alliance Contract* and for the period of six years thereafter maintain such records relating to the *Project* provided to *the Client* or any *Additional Client* under the *Framework Alliance Contract* as may be necessary to trace the supply chain relating to such *Project* and to enable the *Client* and any *Additional Client* to determine the *Alliance Member's* compliance with the *Modern Slavery Statement*. 13.20.4 An *Alliance Member* shall immediately notify the *Client* and any *Additional Client* in writing if it becomes aware or has reason to believe that it, or any of its personnel or sub-consultants/sub-contractors have breached or potentially breached any of the *Alliance Member's* obligations under clause 13.20. 13.20.5 If an *Alliance Member* makes a notification to the *Client* and/or any *Additional Client* pursuant to clause 13.20.4, the *Alliance Member* shall respond promptly to the *Client's* and/or any *Additional Client's* enquiries, co-operate with any investigation, and allow the *Client* and/or any *Additional Client* to audit any books, records and/or any other relevant documentation in accordance with clause 13.9. 13.20.6 If an *Alliance Member* is in *Default* under clauses 13.20, the *Client* and/or any *Additional Client* may by notice require the *Alliance Member* to remove from performance of this *Framework Alliance Contract* any of its personnel whose acts or omissions have caused the *Default*; or immediately terminate the appointment of that *Alliance Member* or

	terminate the *Framework Alliance Contract* in accordance with clause 14.1B.5.'
New Clause 13.21	Insert new Clause 13.21: 'Any *Alliance Member* shall ensure that, in relation to its personnel (including its supply chain, sub-consultants and sub-contractors) required for the implementation of a *Project*, to the extent permitted by law, the *Alliance Member* has completed relevant DBS (Disclosure & Barring Service) checks as required by the *Client* or any *Additional Client*, in respect of all such *Alliance Member* personnel.*'*
New Clause 13.22	Insert new Clause 13.22: 'If an *Alliance Member* is failing to perform in accordance with the *Success Measures* and *Targets* and such failure amounts to a *Persistent Breach,* then the *Alliance Member* shall not be entitled to participate in any *Direct Award Procedure* or *Competitive Award Procedure* in relation to any other *Project* for the next three tender opportunities from receipt of a notification from the *Client* or any *Additional Client* to that effect. A copy of any such notification shall be sent to the *Client* and any *Additional Clients*.'
New Clause 13.23	Insert new Clause 13.23: ['Alliance Members shall agree a mechanism with the FMC for review and validation of *Project Proposals* and proposed *Agreed Prices* submitted by an *Alliance Member* for a *Project* pursuant to clause 5.1. The FMC shall be permitted to benchmark *Project Proposals* and proposed *Agreed Prices* as against other Alliance Members to validate costs. Where the FMC considers Persistent Over-Bidding applies it will agree measures with the applicable Alliance Member for the review of costs and pricing for future Projects]'
New Clause 14.1A	Insert new clause 14.1A: 'The *Client* may at any time terminate this *Framework Alliance Contract* by giving the other *Alliance Members* at least 90 days prior written notice of termination.'
New clause 14.1B	Insert new clause 14.1B: 'The *Client* and/or any *Additional Client* may terminate this *Framework Alliance Contract* or the appointment of a relevant *Alliance Member* at any time in the event of: 14.1B.1 the occurrence of a *Force Majeure* event if the performance of the *Framework Alliance Contract* or a *Project Contract* is prevented for a continuous period of 6 months; 14.1B.2 *Persistent Breach* by any *Alliance Member;* 14.1B.3 a *Notifiable Event* occurs pursuant to clause 13.15; 14.1B.4 the *Client's* and/or the *Additional Client's* preferred *Alliance Member* or *Supply Chain* is substituted by an *Alliance Member* or *Supply Chain* without the *Client's* and/or the *Additional Client's* prior written consent pursuant to a *Supply Chain Collaboration* and/or a *Project Contract*;

	14.1B.5 in respect of the events and/or matters pursuant to clauses 13.3.3, 13.8.6, 13.15.3 and 13.20.6; and 14.1B.6 *Legal Challenge* in which case the *Client* and/or any *Additional Client* may terminate the *Framework Alliance Contract* or the appointment of the relevant *Alliance Member* on 5 *Working Days*' notice in writing.'
New clause 14.8	Insert new clause 14.8: 'The *Client* and/or any *Additional Client* shall not make any payment (if applicable) under this *Framework Alliance Contract* to any other *Alliance Member* in respect of the expiry of the term of this *Framework Alliance Contract* or, if the *Framework Alliance Contract* is terminated pursuant to this clause 14, save in respect of any payments properly due and owing in accordance with clause 8 (if any) to any *Alliance Member* in respect of the *Alliance Manager Services*.'
New clause 15A	Insert new clause 15A '15A.1 The *Alliance Members* shall not exclude or limit, nor shall they be entitled to exclude or limit, liability to the other *Alliance Member* for death or personal injury, any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 13 of the Supply of Goods and Services Act 1982 and/or for fraud or fraudulent misrepresentation. 15A.2 Subject to clause 15A.1, under no circumstances shall the *Alliance Members* be liable to each other for indirect or consequential loss or damage and/or loss of profits, business, revenue or good will, save that this clause 15.A.2 shall not be interpreted as limiting the right of the *Client* to claim from any other *Alliance Member* for: (a) additional, operational and administrative costs and expenses (including legal and other professional fees) arising from the *Alliance Member's Default*, including costs and expenses relating to the time spent by any *Client's* management and employees in dealing with the consequences of the *Default*; and (b) damage due to loss of data, but only to the extent that such loss relates to the costs of working round any loss of data and the direct cost of recovering or reconstructing such data arising from the *Alliance Member's Default*; and (c) any wasted expenditure or charges rendered unnecessary and/or incurred by any of the *Clients* arising from the *Alliance Member's Default*, including all expenditure incurred by the *Clients* whether in payments to the *Alliance Member* or to any other person, in connection with the acceptance of any works/services; and (d) reasonable costs and expenses incurred by any of the *Clients* in rectifying a *Default* of the *Alliance Member* and, where considered in the absolute discretion of the *Client* to be reasonable or necessary, in re running any process in respect of which the

	works/services had been procured. 15A.3 Subject to clause 10.1 and clause 15A.1, the *Client* shall have no liability to the other *Alliance Members* in respect of any breach by the *Client* of the terms of the *Framework Alliance Contract* and/or any *Project Contract* and/or any *Order*.'
	Definitions
	Insert / amend definitions as follows:
	***Bribery Act*:** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
	Change Control Procedure: is as set out at Schedule 7 of this *Framework Alliance Contract*;
	Change Control Notice (CCN): is as set out at Schedule 7 of this *Framework Alliance Contract*;
	Commercially Sensitive Information: the information listed in the *Framework Documents* comprising the information of a commercially sensitive nature relating to an *Alliance Member*, its intellectual property rights or its business or which the *Alliance Member* and has indicated to the *Client* that, if disclosed by the *Client*, would cause the *Alliance Member* significant commercial disadvantage or material financial loss, such information shall include the *Framework Prices* and the *Framework Proposals*;
	Competitive Award Procedure: the competitive procedure leading to the award of a *Project Contract* as set out in Part 2 of Schedule 4 to the *Framework Alliance Agreement* which is the default method of awarding a *Project Contract* under the *Framework Alliance Agreement*;
	Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of any *Alliance Member* including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as 'confidential') or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information;
	Consensus: a majority decision following reasoned discussion;
	Contractor: the party named in the *Framework Alliance Agreement* to fulfil the role of *Contractor* as described in the *Framework Documents* or is any entity undertaking works in respect of a *Project* or this *Framework Alliance Contract*;
	Data Controller: shall have the same meaning as set out in the GDPR;
	Data Processor: shall have the same meaning as set out in the GDPR;
	Data Protection Legislation: the Data Protection Act 2018, the Regulation of

	Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2019, and the GDPR as enacted and implemented under the Data Protection Act 2018, and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
	Default: any breach of the obligations by an *Alliance Member* (apart from the *Client)* including abandonment of this *Framework Alliance Contract* in breach of its terms, repudiatory breach or breach of a fundamental term or any other default, act, omission, negligence or statement of the *Alliance Member*, or any of its sub-contractors or any suppliers, in connection with or in relation to the subject matter of this *Framework Alliance Contract* and in respect of which such party is liable to the *Client*;
	Direct Award Procedure: the procedure leading to the award of a *Project Contract* without further competition among *Alliance Members* as set out in Part 1 of Schedule 4 to the *Framework Alliance Agreement* which may only be utilised in the exceptional circumstances set out in Schedule 4 to the *Framework Alliance Agreement*;
	Effective Date: the date on which this *Framework Alliance Contract* was created;
	Environmental Information Regulations (EIRs): the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
	Framework Managing Consultant: the consultant appointed by the *Client* in respect of the provision of cost consultant and employer's agent services in connection with each *Project*;
	FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
	Force Majeure: any event or non-event affecting the performance by any *Alliance Member* of its obligations under or pursuant to this *Framework Alliance Contract* which was not reasonably foreseeable at the date of this *Framework Alliance Contract* and is beyond such *Alliance Member's* reasonable control and which, having arisen, could not reasonably have been provided against before the *Effective Date* including war, hostilities, terrorism, revolution, civil war, riot, disorder, natural disasters (other than any insured risk). Any such event or non-event should not be attributable to any wilful act, omission or failure to take reasonable precautions by the affected *Alliance Member*, its agents or employees;
	Framework Fee: the sum of five thousand pounds (£5,000) excluding VAT, adjusted annually in accordance with the Consumer Prices Index (CPI);

	Funder: a person that has provided, or is to provide, finance in connection with the *Framework Alliance Contract,* or the whole or any part of a *Project* or the completed *Project*; or the site of the *Project* or to the *Client* in relation to this *Framework Alliance Contract*, whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
	GDPR: General Data Protection Regulations as incorporated into the Data Protection Act 2018;
	Health and Safety Policy: the health and safety policy of the *Client* provided to the *Alliance Member* on or before the Effective Date and as subsequently provided to the *Alliance Member* from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable *Law* regarding health and safety;
	Holding Company: is such company within the meaning of section 1159, Companies Act 2006;
	Information: has the meaning given under section 84 of FOIA;
	Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, , regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the *Alliance Member* is bound to comply;
	Legal Challenge: any legal claim against the *Client* in respect of or in relation to this *Framework Alliance Contract* or where any *Alliance Member* (apart from the *Client)* are recommended or required to be terminated under this *Framework Alliance Contract* by a court or other body of competent jurisdiction;
	Modern Slavery Act: means the Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
	Modern Slavery Statement: means the *Client's* Group anti-slavery and human trafficking policy entitled *'Modern Slavery Transparency Statement'* as updated by the Client and notified to the *Alliance Members* from time to time;
	MSA Offence: an offence under the Modern Slavery Act;
	Nominating Notice*:* a written notice in the form set out in the *Template Project Documents*.
	Notifiable Event: means (a) any change of control of: (i) an *Alliance Member* (apart from the *Client*); (ii) the Holding Company of an *Alliance Member* (apart from the *Client*); (together, the ***'Relevant Entities'***); and (b) any new company name or trading name adopted or to be adopted by any

	of the *Relevant Entities*;
	Persistent Breach: means when the relevant *Alliance Member* (apart from the *Client*) is in breach of any term of this *Framework Alliance Contract* or a *Project Contract* continuously for 10 *Working Days* or more; or a breach of this *Framework Alliance Contract* or a *Project Contract* has occurred twice within a continuous 3 month period; or 3 *Project Contracts* or more have been breached within a continuous 3 month period; or failure to perform within the Success Measures and Targets and such failure has continued for [10] Working Days or more or has occurred twice within a continuous [3] month period; or failure to secure a *Project Contract* during any 12 month period;
	[Persistent Over-Bidding: means when the relevant *Alliance Member* (apart from the *Client* or any *Additional Client*) proposes prices which are consistently higher than those proposed by any other *Alliance Member* (apart from the *Client* or any *Additional Client*) in respect of any *Project* and such circumstance has occurred [twice / three times] within a continuous [6 month] period;]
	Personal Data: shall have the same meaning as set out in the GDPR;
	Prohibited Act*:* the following constitute *Prohibited Acts*: (a) to directly or indirectly offer, promise or give any person working for or engaged by the *Client* a financial or other advantage to induce that person to perform improperly a relevant function or activity; or reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this *Framework Alliance Contract* or a *Project Contract;* (c) committing any offence under the Bribery Act 2010 and/or carrying out any activity which would constitute an offence under the Bribery Act 2010 if such activity had been carried out in the UK;
	Relevant Certification: the following certification: evidence of applicable public liability insurance; professional indemnity insurance; CAR works insurance policies in place.
	Restricted Document: the *Framework Prices*, *Framework Proposals*, any draft or completed *Template Project Documents* and any information related to such documents and any other information which the *Client* designates as such;
	Request for Information*:* a request for information or an apparent request under the Code of Practice on Access to Government Information, *FOIA* or the *Environmental Information Regulations*;
	Risk Register*:* the risk register to be completed in the form set out in Schedule 3 to the *Framework Alliance Contract* and subsequently updated in accordance with clause 9.4, describing recognised risks and agreed *Risk Management* actions in relation to the *Framework Programme* and agreed *Alliance Activities*;

	Specialist Testing Consultant: the consultant appointed by the *Client* in respect of the provision of specialist testing services in connection with each *Project*;
	Staff: means all persons employed by an *Alliance Member* to perform its obligations under the *Framework Alliance Contract* or a *Project Contract* together with their servants, agents, suppliers and sub-contractors used in the performance of its obligations under the *Framework Alliance Contract* or a *Project Contract*;
	Timetable: the timetable to be completed in the form set out in Schedule 2 to the Framework Alliance Agreement and subsequently updated in accordance with clause 2.6 stating agreed deadlines, gateways and milestones in respect of the Framework Programme, achievement of the Objectives and the timescales for Alliance Activities.
	Third Party Rights*:* the rights and benefits in favour of a *Stakeholder* set out in the *Template Project Documents*.

Schedule 7
Change Control Procedure

(see clause 13.19)

5. **Introduction**

5.1 This Schedule 7 describes the Change Control Procedure relating to this *Framework Alliance Contract*

5.2 The *Alliance Member* should note that any change to lump sum prices and/or fee percentages will be agreed and managed using the procedures set out in the relevant Project Contract

6. **Principles**

6.1 Where the *Client* or any additional Client or the *Alliance Member* see a need to change this Agreement or any of the framework activities, the *Client* or any additional Client may at any time request, and the *Alliance Member* may at any time recommend, such change only in accordance with the formal Change Control Procedure in paragraph 3 of this Schedule

6.2 Neither the *Client* or any additional Client nor the *Alliance Member* shall unreasonably withhold consent to any change

6.3 Until such time as a change to this *Framework Alliance Contract* or any of the framework activities is made in accordance with the Change Control Procedure, the *Client* or any additional Client and the *Alliance Member* shall, unless otherwise agreed in writing, continue to operate this *Framework Alliance Contract* as if the request or recommendation had not been made

6.4 Any discussions which may take place between the *Client* or any additional Client and the *Alliance Member* in connection with the request or recommendation before the authorisation of a resultant change to this Agreement or any of the framework activities shall be without prejudice to the rights of any party to the *Framework Alliance Contract*. Any framework activities performed by any *Alliance Member*, its sub-contractors and/or sub-consultants or any other member of the Supply Chain which has not been authorised in advance by a change to this Agreement and which has not been otherwise agreed in accordance with this procedure shall be undertaken entirely at the expense and liability of the *Alliance Member*

7. **Change Control Procedure**

7.1 Discussion between the *Client* or any *Additional Client* and the *Alliance Member* concerning the change to this Agreement or any of the framework activities shall result in any one of the following:

(a) no further action being taken;

(b) a request to change this Agreement or any of the framework activities by the *Client* or any additional Client; or

(c) a recommendation to change this Agreement or any of the framework activities by the *Alliance Member*

7.2 Where a written request for an amendment is received from the *Client* or any additional Client, the *Alliance Member* shall, unless otherwise agreed, submit 2 copies of a Change Control Note

(CCN) signed by the *Alliance Member* to the *Client* or any additional Client within 15 fifteen working days of the date of the request

7.3 A recommendation to amend by the *Alliance Member* shall be submitted direct to the *Client* or any additional Client in the form of 2 copies of a CCN signed by the *Alliance Member* at the time of such recommendation

7.4 The CCN shall contain:

(a) the description of the change;

(b) the originator and the date of the request or recommendation for the change;

(c) the reason for the change;

(d) full details of the change including the specification;

(e) a timetable for implementation together with any proposals for acceptance of the change;

(f) details of the likely impact, if any, of the change and other aspects of this Agreement;

(g) the date of expiry of the CCN; and

(h) provision for signature by the *Client* or any additional Client and by the *Alliance Member*

7.5 For each CCN submitted the *Alliance Manager* shall, within the period or validity of the CCN, evaluate the CCN and, as appropriate:

(i) request further information;

(ii) arrange for 2 copies of the CCN to be signed by or on behalf of the *Client* or any additional Client and return one of the copies to the *Alliance Member*; or

(iii) notify the *Alliance Member* of the rejection of the CCN

7.6 If the *Alliance Member* considers that the preparation of a CCN, requested by the *Client* or any additional Client, would necessitate significant allocation of resources and/or costs, *the Alliance Member* will notify the *Client* or any additional Client accordingly and, by agreement with the *Client* or any additional Client, the *Alliance Member* will make proposal for a paid study of the cost and applications of producing the required CCN. Pending the *Client* or any additional Clients' acceptance of the proposal the *Alliance Member* will be relieved of its obligations to produce such CCN

7.7 A CCN signed by the *Client* or any additional Client unless withdrawn in writing by the *Client* or any additional Client within 7 days of signature and by the *Alliance Member* shall constitute an amendment to this Agreement and/or any of the framework activities

Schedule 8
Framework Brief

Volume 2
Contract

Schedule 8: Framework Brief

Contract Ref:	T10430-1
Date:	January 2023
Issue:	1

Document Control

Revisions

Job Ref	Revision	Date	Prepared	Checked	Amended	Notes
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1. Introduction to the Framework Brief

1.1. Introduction

1.1.1. This document describes the way in which the Framework will facilitate the delivery of the "PlayZones Framework" ("the Framework") on behalf of the Authority and others accessing this Framework.

1.1.2. The Framework itself is the ACA Framework Alliance Contract, FAC-1, which is primarily focused on enabling collaboration in delivering projects, through those organisations party to the framework. Further information is provided in a briefing paper at **Appendix 8C – FAC-1 Briefing Paper** and also at http://www.allianceforms.co.uk/about-fac-1/.

1.1.3. FAC-1 is a multi-party Framework and links together all of the organisations who are responsible for delivering the Framework. In particular, the main parties to FAC-1 are:-

- **The Client** – The Football Foundation;
- **The Alliance Manager** – The Football Foundation;
- **Alliance Members (PlayZones Provider (PZP))** – The PZP, being responsible for the design, manufacture and installation of PlayZones;
- **Alliance Member (FMC Consultant (FMC))** – The FMC being the Consultant responsible for the project management (and other related services) of the delivery of PlayZones and in particular, acting in the role of "Employer's Agent.

1.1.4. Other organisations may join the Framework at any point and subject to agreement of all Alliance Members.

1.1.5. Any Contracting Authority as named in the Contract Notice may access the Framework to "call-off" services during the term of the overall Framework.

1.2. Purpose

1.2.1. The purpose of the Framework Brief is to provide Framework Operators and those Authorities accessing the Framework with information relating to the scope of works and services that can be undertaken through the Framework.

1.2.2. This document sets out the full scope of works and services for both the "PZP", and the "FMC".

- PZP Scope of Works/Services (see 2. PZP Scope of Works/Services)
- FMC Scope of Service (see 3. FMC Scope of Services)

1.2.3. The PZP will be awarded work under the **Direct Award Procedure** in accordance with **Schedule 4: Award Procedures** of the Framework Agreement.

1.2.4. The FMC will be awarded work under the **Direct Award Procedure** in accordance with **Schedule 4: Award Procedures** of the Framework Agreement.

1.2.5. The following sections describe the scope of works and services for the PZP and FMC.

1.3. Background to the PlayZones Framework

1.3.1. This Framework is intended to meet the Authority's overall vision for greater participation in sport.

1.3.2. **Early Supplier Involvement** will see the direct award procedure occur far earlier in the process than traditional procurement approaches. This will bring the provider into the process early to **influence design** development and to **introduce innovative solutions.**

1.3.3. **The Framework** will provide the ability for providers to be more proactive with initiatives which will benefit the Framework

1.3.4. The total funding requirement to deliver the overall programme is in the region of £50m. Funding is anticipated to be mainly from FF although other funding streams may be available from local non-traditional funding and third-party partners.

1.3.5. The Authority's funding requirements are subject to continual review. Therefore, there is no guarantee of work through the framework and the successful Framework Operators will have no claim for loss of profit arising from the Authority's reduced funding over the life of the framework.

1.4. Procurement Route (Two Stage Design & Build)

1.4.1. The Authority's preferred method of procurement is "Two Stage Design & Build" using an integrated contract comprising of a Pre-Construction Services Agreement (PCSA) and either the JCT Minor Works Contract 2016 (With Contractor's Design) or JCT Intermediate Contract 2016 (With Contractor's Design).

1.4.2. For the "Direct Award" procedure, for the PZP and FMC the "Framework Rates" incorporated at **Schedule 9 – Framework Proposals** will be used in calculating the project costs.

1.4.3. The PZP will enter into a Building Contract incorporating a Pre-Construction Services Agreement (PCSA) at the end of **RIBA Plan of Work Stage 2: Concept Design.**

1.4.4. The PZP will assume design responsibility from **RIBA Plan of Work Stage 3: Spatial Co-ordination** to **RIBA Plan of Work Stage 4: Technical Design** working in accordance with the requirements of the PSCA agreement, see **Schedule 5 – Template Documents, Part 1: Call-Off Contracts.** The PZP will develop the designs through RIBA Plan of Work Stages, 3-4 and present their final "Contractor's Proposals" to the Authority.

1.4.5. When the Contract Sum is agreed at the end of **RIBA Plan of Work Stage 4: Technical Design,** the PZP will be issued a "Notice to Proceed" by the Authority to commence the work, see **Schedule 5 – Template Documents, Part 1: Call-Off Contracts**.

1.4.6. Further details relating to the "Call-Off Contracts" for both the PZP and FMC can be found at:-

- PZP Supplier Call-Off Contract at 2.3 Call-Off Contract;
- FMC Call-Off Contract at 3.3 Form of Call-Off Contract.

1.4.7. The model forms of Call-Off Contract can be found at **Schedule 5: Template Project Documents, Part 1: Call-Off Contracts of Volume 2 – The Framework Alliance Contract.**

2. PZP Scope of Works/Services

2.1. Project Scope of Services

2.1.1. The PZP will be required to undertake "Project" and "Framework" duties. "Project" duties are further described at **Appendix 8A – PZP Scope of Works/Services**. "Framework" duties are further described at 4. Alliance Activities.

2.1.2. The PZP should also refer to **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the FAC-1 which provides the detailed specifications in relation to the works to be delivered through the Framework.

2.1.3. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each mini-competition shall set out the specific duties required of the PZP, specific for each project.

2.1.4. The full scope of services required by the Authority for the role of the PZP is set out at **Appendix 8A.1 – PZP Scope of Works/Services** and **8A.2 – Design Services.**

2.1.5. The PZP shall undertake design services from RIBA Plan of Work Stage 3: Spatial Co-ordination to Stage 7: In Use based on the scope of design services set out at **8A.2 Design Services.**

2.1.6. The PZP should refer to **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the Framework Agreement which provides the Authority's standard specification of works in relation to the delivery of PlayZones pitches to be delivered through the Framework.

2.2. Specification of Works

2.2.1. Template specifications and drawings relating to the works and services to be undertaken by the PZP under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the Framework Alliance Contract.

2.2.2. The specifications provide a "template" for use under each project "called-off" under the Framework. Each project "called-off" under the Framework will involve the issue of "Employer's Requirements" specific to each project and will form the basis for how the PZP shall respond to the tender opportunity.

2.2.3. The Alliance Team Members (The Client, the PZP and the FMC) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.

2.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.

2.2.5. The PZP will be provided with documentation based on this template documentation when a call-off competition is undertaken.

2.3. Form of Call-Off Contract

2.3.1. The PZP will enter into a Building Contract, incorporating a **Pre-Construction Services Agreement (PCSA)** at the end of RIBA Stage 2: Concept Design, following a "Direct Award" procedure. See **Schedule 5: Template Project Documents, Part 1: Call-Off Contracts of Volume 2 – The Framework Alliance Contract.**

2.3.2. When the "Contract Sum" is agreed and the "Contractor's Proposals" accepted by the Authority, then the PZP will be issued a "Notice to Proceed" at the end of RIBA Stage 4: Technical Design. See **Schedule 5: Template Project Documents, Part 1: Call-Off Contracts of Volume 2 – The Framework Alliance Contract.**

2.3.3. The conditions of contract relating to the "Call-Off" Contracts to be used are provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.

2.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures.**

3. FMC Scope of Services

3.1. Project Scope of Services

3.1.1. The FMC will be required to undertake "Project" and "Framework" duties. The detailed "Project Duties" are set out in this section. "Framework" duties are further described at 5. Alliance Activities.

3.1.2. The detailed "Project Duties" are further described at **Appendix 8B – FMC Scope of Services.** The FMC should also refer to **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the FAC-1 which provides the detailed specifications in relation to the PlayZones to be delivered through the Framework.

3.1.3. The full scope of services required by the Authority for the role of the FMC is set out at **Appendix 8B.1 – FMC Scope of Works/Services, Appendix 8B.2 – Employer's Agent Services** and **Appendix 8B.3 – Specialist Testing Services**.

3.1.4. The FMC is required to undertake the role of Employer's Agent, including also the role of Cost Consultant and CDM Adviser for all RIBA Plan of Work Stages.

3.1.5. The FMC is also required to perform the role of the Specialist Testing Consultant as further described at **Appendix 8B.3 – Specialist Testing Services**.

3.1.6. The FMC should refer to **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the Framework Agreement which provides the Authority's standard specification of works in relation to the PlayZones Programme for projects to be delivered through the Framework.

3.1.7. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each award procedure shall set out the specific duties required of the FMC.

3.1.8. Whilst the exact scope of works will vary depending on the nature of the individual project requirements, a typical project would include the design and construction of PlayZones.

3.2. Specification of Works

3.2.1. Template specifications and drawings relating to the works and services to be undertaken by the PZP under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the Framework Alliance Contract.

3.2.2. The specifications provide a "template" for use under each direct award of a contract under the Framework. Each direct award procedure will involve the issue of "Employer's Requirements" specific to each project and will form the basis for how the PZP shall develop the design.

3.2.3. The Alliance Team Members (The Client, PZP and FMC) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.

3.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.

3.2.5. The PZP will be provided with documentation based on this template documentation when a call-off contract is undertaken.

3.3. Form of Call-Off Contract

3.3.1. The Consultant will enter into a call-off Contract, (see **Schedule 5 – Template Documents, Part 1 – Call-Off Contracts**) on each and every Project "called-off" under the Framework. The form of call-off contract is a bespoke "Professional Appointment".

3.3.2. The Authority will award work in accordance with **Schedule 4 – Award Procedures** under a Direct Award Procedure.

3.3.3. The conditions of contract relating to the "Call-Off" Contract to be used are provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.

3.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures**.

4. Alliance Activities

4.1. Introduction

4.1.1. In addition to project specific duties, as defined in each "call-off" project, all Alliance Members (The Client, PZP and FMC) will be expected to fully participate in the Framework and to work collaboratively to *"...create a relationship which promotes a culture of mutual trust, co-operation and confidence in the delivery of Projects"*.

4.1.2. To this end, the form of Framework Agreement is the Framework Alliance Contract (FAC-1), published by the Association of Consultant Architects (ACA) and is provided at **Volume 2 – The Framework Alliance Contract**.

4.1.3. In particular, Alliance Members are referred to **Clause 6: Alliance Activities, Supply Chain Collaboration & Timetable** of FAC-1.

4.2. Framework Duties

4.2.1. Typically, Alliance Members will be expected to participate in the following activities:-

- Attendance at framework co-ordination and development meetings;
- Participation at seminars and workshops;
- Participation in regular meetings with other Alliance Members (PZP and FMC) and the Client to share best practice in relation to project delivery at not more than six monthly intervals throughout the duration of the framework;
- Participation in best practice, benchmarking, risk management, best value and supply chain exercises;
- Contribute to research and development opportunities to improve the quality and lifespan of PlayZones facilities delivered under the Framework;
- Develop common supply chains for components and services in connection with the delivery of the PlayZones Programme, intended to improve quality and value.

4.2.2. These activities will be an integral element of Alliance Members' participation in the Framework and any associated costs will be considered to be included within the costs reimbursed to Alliance Members through individual project called off under the Framework.

4.3. Alliance Activities

4.3.1. The Alliance Members shall work collaboratively and define specific "Alliance Activities" to be delivered through the Framework, in accordance with the Timetable (see **Schedule 2: Timetable** of FAC-1).

4.3.2. The Timetable will be monitored by the Alliance Manager throughout the Framework.

Appendix 8A.1

PZP Scope of Works/Services

Appendix A.1

PlayZone Provider (PZP) Scope of Works/Services

For Two Stage Design & Build

Pre Contract Scope of Services (RIBA Stages 3-4)

The PZP will be required to undertake the following:-

1. Work collaboratively with the Design Team in developing the Employer's Requirements and design through Stage 3: Spacial Co-ordination to Stage 4: Technical Design;
2. Perform the role of Principal Designer under the CDM Regulations 2015;
3. Prepare "Contractor's Proposals" based on the Employer's Requirements from Stage 3: Spacial Co-ordination to Stage 4: Technical Design. Services to be in accordance with the design services set out at Appendix A.2;
4. Prepare sub-contract packages of work and manage all procurement activity associated with each package including analysing tender returns and making recommendations on supply chain packages;
5. Undertake further "Design Development" to ensure the "Contractor's Proposals" are fit for purpose;
6. Satisfy any planning conditions;
7. Finalise any design and obtain costings in relation to any provisional sums;
8. Geotechnical/ground report in connection with site investigation.
9. Provide advice on costings of various elements of the work;
10. Attend and contribute to Design Team meetings;
11. Attend and participate in value engineering workshops;
12. Attend and participate in risk management workshops;

Post Contract Scope of Services (RIBA Stages 5-7)

The AGP Supplier will be required to undertake the following:-

1. Undertake further technical design as required, based on incomplete technical design at the end of Stage 4: Technical Design;
2. Perform the role of Principal Designer under the CDM Regulations 2015;
3. Perform the role of Principal Contractor under the CDM Regulations 2015;
4. Submit statutory notices in respect of building regulations approvals;

5. Provide information to the planning authority in respect of the discharge of any planning conditions set out in the initial planning permission documentation. N.B. The Employer's Requirements will provide the planning consents and any conditions to discharge;
6. Attend meetings called by the Employer's Agent in accordance with the Employer's Requirements;
7. Execute the "Works" in accordance with the Employers' Requirements and Contractor's Proposals and in particular:
    a. Preparation & installation of PlayZone pitch, to meet Employer's Requirements;
    b. Design, supply and installation of perimeter fencing;
    c. Design, supply and installation of sports equipment and site furniture (goalposts, nets etc);
    d. Design, supply and installation of floodlighting;
    e. Design, supply and installation of hard landscaping areas;
    f. Design, supply and execution of all other ancillary works.
8. Undertake post completion monitoring of the facility and address any defects during the defects liability period;
9. Provide copies of all operation manuals and other such information for the Health and Safety file in accordance with the CDM Regulations 2015;
10. Prepare and submit for approval the final account;
11. Attend and participate in any post completion reviews.

Appendix 8A.2

Design Services

Schedule 8:
Framework Brief

Appendix A.2
Design Services

Scope of Services

A.2: Design Services

Service: Architecture

Ref	Scope of Service
1.0	General Services
1.1	The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate 1. In accordance with the Employer's Requirements 2. The site specific brief and any site master plan (if applicable). 3. Briefing requirements that will emerge through discussions. 4. Statutory and local authority requirements. 5. CDM Regulations 2015. 6. You must confirm in writing that all of the above requirements have been met. The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing requirements are superseded.
1.2	Undertake the role of Lead Designer (but excluding the Principal Designer Role in accordance with the CDM Regulations 2015) and co-ordinate with the Employers Agent and with other members of the design team throughout the Project in order to ensure an integrated design process.
1.3	Attend meetings with The Employer and Project team as required throughout the duration of the project.
1.4	Ensure that designs meet the requirements of The Employers brief and the relevant Planning Authority and that any variations to this are approved by The Employer.
1.5	Proactively seek the latest required standards and details of any scheme specific funding requirements from The Employer.
1.6	Assume responsibility for the structural integrity of the construction, where the Architect assumes a design role for the building structure.
1.7	Participate pro-actively in any collaborative design / project management system that The Employer deem appropriate from time to time
1.8	Participate in value engineering, value management, sustainability and risk management workshops and exercises throughout the project duration as and when required.
1.9	Co-operate at all times with the Principal Designer and provide design information and designers risk assessments.
1.10	Endeavour to maximise the cost-effectiveness of the design (in so far as it is within the Consultant's power to do so).
1.11	Attend and participate at consultation events with the community, local councillors and other stakeholders throughout each stage of the project. Provide exhibition boards and other materials as required by The Employer for such events. Update proposals to reflect the outcomes. Agree with The Employer the extent of the scope of the consultation prior to appointment.
1.12	Advise Client on the extent of Statutory Approvals required, Planning, Building Control etc.
1.13	Enter into the required design warranties
1.14	Participate in the change control procedures and monitor design development against the project Budget.
1.15	Meet and consult with local planning authority and other relevant statutory authorities, as required and it each stage of the project. Amend design to reflect comments and feedback received. Agree with The Employer the extent of the scope of the consultation prior to appointment.
2.0	RIBA Stage 0 - Strategic Definition

Ref	Scope of Service
2.1	Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the Architectural services.
2.2	Arrange for a measured survey of the site to be carried out, to include topographical, boundary and elevational survey (of existing building(s) and surrounding buildings) and services trace.
2.3	Advise the client on the need for any additional consultants, specialists or pre-contract work. Arrange for appointment of additional consultants or specialists on a sub-consultancy basis.
2.4	Carry out an inspection of the site and subsequently consult as necessary with any local or other authority on matters relating to the proposed Works. Submit an initial outline feasibility report to the Employer setting out initial options, constraints, contextual analysis and recommendations for further investigation.
2.5	Liaise with the other members of the Project Team and undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the Employer approved brief.
2.6	Provide advice where required on the application of Modern methods of Construction.
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Present an initial appraisal, liaising with the Client's Employer's Agent to co-ordinate feasibility costs and submit, through the Employer's Agent, a Feasibility Report to the Client.
3.2	Provide information for updated Cost information and Project Strategies
3.3	Provide an itemised statement to confirm any departures of the designs from the clients Design Brief and the specific project brief.
3.4	Attend meetings as necessary to discuss requirements including timescale and any financial limits; assess these and give general advice on how to proceed and agree scope of services
3.5	Obtain from the client information on the site, including available plans of the site, any existing buildings on the site, boundary fences and any other enclosures, any known easements, encroachments, underground services and statutory services, rights of way, rights of support and other relevant matters
3.6	FMC Design Team Visit the site and carry out an initial appraisal to determine options for location of the AGP
3.7	Provide an initial programme for the undertaking the feasibility works
3.8	Carry out studies/options appraisal as necessary to determine the feasibility of the Authority's requirements.
3.9	Provide an 'As Existing' Plan to be appropriately scaled and to indicate the facility in it's current form.
3.10	Undertake a Condition Survey of the existing facility to include commentary on the age, nature and construction of the facility, as well as elemental details of the following: · sub-base · drainage systems · shock-pad · fencing systems · floodlighting systems
3.11	Where the condition of the existing shock-pad suggests that it is suitable to be retained, undertake an assessment/test to determine its characteristics in a manner which will allow the Framework Operator to provide a design which includes the shock-pad within their system.
3.12	Review with the Authority, alternative design and construction approaches and cost implications.

Ref	Scope of Service
3.13	Advise on the need and implications of obtaining planning permission and consult with the local planning authority
3.14	Undertake a flood risk assessment of the proposed site and report findings
3.15	Prepare options of outline proposals and an approximation of the total project cost including construction cost for approval by Framework Partners
3.16	Produce an appropriately scaled Site Plan to indicate site boundary, site access points and position of pitch on site
3.17	FMC to attend initial meeting to discuss requirements including timescale and any financial limits; assess these and give general advice on how to proceed and agree scope of services including providing a fee proposal
4.0	RIBA Stage 2 - Concept Design
4.1	Prepare outline "Concept Designs" based on the Design Brief and present to the Authority
4.2	Work with the Employer's Agent and assist them in developing a Cost Plan based on your concept designs, ensuring that all concepts meet the deisgn brief and are within the project budget.
4.3	Develop designs from the Project objectives and solutions identified and agreed in the Value Management workshops in conjunction with other members of the design team and in accordance with the Project timetable.
4.4	Attend and participate at workshops (with sustainability/M&E consultants, where appointed), to ensure that the scheme meets the required sustainability benchmarks. Update proposals to reflect the outcomes.
4.5	Coordinate a viability study, Energy Strategy, development brief and Design and Access statement (where appropriate), with the Employer's Agent, for the scheme proposals as required by the planning authority.
4.6	Prepare information for use by the employer's agent/cost consultant to prepare a cost report and for each scheme design iteration, provide information to the employer's agent/cost consultant to produce an updated cost plan.
4.7	Provide a Topographical Survey related to an appropriate datum with spot levels for the proposed pitch location and surrounding area
4.8	Provide a Primary Geotechnical Survey to determine subsoil conditions which includes boreholes to confirm soil profile, permeability tests, laboratory analysis of soil, CBR ratings etc. Provide a report to confirm whether the primary survey is sufficient to undertake the pitch design or whether further enhanced surveys are required (Further Enhanced Surveys to be carried out under Stage 3)
4.9	Provide a Utilities Search and provide a plan indicating location of existing water, gas, electric and telephone supplies, and any drainage to the proposed location of the pitch
4.10	Provide an Electrical Capacity Survey of the incoming electrical supply to the site to determine if there is sufficient capacity to allow the installation of new floodlights
4.11	Provide Drainage Capacity Survey of any existing drainage systems and potential outfalls to determine suitability to discharge surface water from proposed pitch
4.12	Carry out an appraisal as necessary to determine the feasibility of Concept Design and the Framework Partner's requirements.
4.13	Undertake a desk top flood risk assessment of the proposed site and report findings

Ref	Scope of Service
4.14	Provide Water Supply Survey of any existing water supplies and/or boreholes to determine suitability to suppy water to proposed pitch
4.15	Develop an outline scheme design from the agreed option taking into account amendments requested by Framework Partners. This is to include details of the pitch size, line markings, fencing position and height, position of goal recesses and access gates.
4.16	Provide details of all proposed external works, including access pathways and hard and soft landscaping
4.17	Provide a pre-tender estimate of the proposed costs for the scheme
5.0	RIBA Stage 3 - Developed Design
5.1	Develop scheme designs to planning application stage, through an iterative design process with client direction and sign-off through each iteration.
5.2	Advise on scope of and requirement for other consultants, necessary for input up to submission of planning application and tender stage.
5.3	Act as lead designer, managing, monitoring other consultants designs and technical information and coordinating the input of other design consultants and surveys.
5.4	Advise Client on the extent of Statutory Approvals required, Planning, Building Control etc. Consult with Planning Authorities, Building Control, Fire Authorities, Highways and other relevant organisations to develop the project and co-ordinate presentation(s) if required.
5.5	Make all necessary submissions to Statutory Authorities and obtain approvals.
5.6	Prepare pre-application information (to include a site and area analysis and 3D models) to present to the local planning authority and other relevant statutory authorities.
5.7	Ensure that your design is compatible with the structural engineer's proposals amending your proposals where appropriate.
5.8	Produce or procure visualisations/CGI images for consultation events, pre-application meetings with planners and the planning application, as required.
5.9	Obtain The Employer's approval to the design proposals showing spatial arrangements, material and appearance, and landscaping prior to submitting any planning application.
5.10	Obtain the design team's approval of the type of construction, quality of materials and standard of workmanship for subsequent approval by the Client.
5.11	Confirm in writing that the design complies with all of the design requirements contained in The Employer's design brief, prior to submitting the planning application.
5.12	Prepare and present for approval a design for the scheme in sufficient detail to enable a full Planning Application to be submitted and for incorporation into Employer's Requirements.
5.13	Apply to the Local Planning Authority for full planning permission and undertake all necessary consultation associated with the process
5.14	In conjunction with the rest of the design team, undertake risk assessments and value management exercises when required.
5.15	Prepare specification advice to the client as and when required.
5.16	Provide an itemised statement to confirm any departures of the designs from the clients Design Brief and the specific project brief.

Ref	Scope of Service
5.17	Make revisions to designs to deal with planning authority requirements and resubmit planning application until such time as planning permission is achieved. Present design changes to the Client for approval prior to resubmission.
5.18	Produce details of a floodlighting scheme sufficient to allow the submission of a planning application. This is to include details of number and height of columns, number of luminaires, maintained average illuminance, light spillage diagram etc
5.19	Provide a Noise Impact Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.20	Provide a Biodiversity Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.21	Provide a Lighting Impact Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.22	Provide a Arboricultural Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.23	Provide An Enhanced Geotechnical Survey if previous survey results highlight any additional surveys recommended (Price subject to Site Specific Quotation)
6.0	RIBA Stage 4 - Technical Design
6.1	Develop sufficient architectural designs and specifications from the approved design to enable the Employers Agent to compile an Employer's Requirement document and assist the Employers Agent in the preparation of documents required for tendering purposes.
6.2	Investigate the potential for cost savings and added value that can be achieved against contract sum or agreed maximum price and review any volume supply agreements relating to architectural aspects.
6.3	Work with the M&E consultant to finalise the services strategy. Adapt the design to accommodate any necessary changes and add notes to the drawings indicating boiler positions, water cylinder positions, extract systems, SVP locations, riser locations/sizes, cold water tanks, landlord switch rooms, communal heating plant, renewable energy plant, lift plant etc.
6.4	Ensure that your design is compatible with the structural engineer's proposals amending your proposals where appropriate. Indicate column positions/sizes on the floor plans.
6.5	Produce indicative section drawing with typical external wall build-up, balcony details, eaves detail and roof structure etc.
6.6	Provide design information to the Principal Designer and other team members as required.
6.7	Ensure the scheme meets the requirements of the Building Regulations.
6.8	Prepare suitable information, submit and obtain discharge of such planning and/or s106 and/or s278 conditions as an architect would be expected to prepare and submit.
6.9	Produce a materials schedule, to include external materials and treatments required for tender pricing. Indicate external materials on plans and elevations.
6.10	Produce an overall rainwater drainage strategy including balcony drainage, and waste water strategy. Co-ordinate design between above and below ground drainage.
6.11	Produce a fire strategy compliant with current legislation and add notes to drawings.

Ref	Scope of Service
6.12	Produce a site layout plan with indicative external landscaping and indicative lighting proposal
6.13	Prepare a detailed accommodation schedule (including room sizes etc.).
6.14	Undertake risk assessments as and when required.
6.15	Undertake value management exercises as and when required.
6.16	Review and comment formally on the buildability, adequacy and suitability of the details and material specifications offered by the appointed contractor. This review to include consideration of any environmental life cycle issues arising out of the proposals.
6.17	Provide a statement of any specific design philosophies or design constraints which should be imparted to tenderers.
6.18	Liaise with the Authority to determine proposed usage of the pitch, the intended level of competition and any other matters which will effect the pitch construction
6.19	Produce the "Contractor's Proposals" for the project, based upon the outline design proposals and site specific information
7.0	RIBA Stage 5 - Construction
7.1	Complete any outstanding designs and work to prepare design packages for obtaining final prices
7.2	Verify and comment on any outstanding supply chain tender proposals and liaise with the Main Contractor, Supply Chain and Other Specialists to finalise designs.
7.3	Visit the site at regular intervals during the construction of the Works in order to inspect the quality of the work and to monitor progress and ensure that the Works are completed fully in accordance with the contract documents.
7.4	Arrange for any special inspections or tests necessary to ensure proper and adequate standards of construction are maintained and that all works are constructed in accordance with the contract documents.
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project prepare any necessary documentation and reports and, if required by the Employer, attend any hearing acting as witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
8.2	Should any Latent defect arise assist the Client with required technical advice and reports highlighting the reason for failure and the required remediation works.
9.0	RIBA Stage 7 - In-Use
9.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Scope of Services

A.2: Design Services

Service: Civil & Structural Engineer

Ref	Scope of Service
1.0	General Services
1.1	The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate 1. In accordance with the Employer's Requirements 2. The site specific brief and any site master plan (if applicable). 3. Briefing requirements that will emerge through discussions. 4. Statutory and local authority requirements. 5. CDM Regulations 2015. 6. You must confirm in writing that all of the above requirements have been met. The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing requirements are superseded.
1.2	Act in cooperation with the lead designer and Project Team members on the project at each stage of the project
1.3	Ensure that designs meet the requirements of The Employers brief and that any variations to this are approved by The Employer.
1.4	Attend meetings with The Employer and Project team as required throughout the duration of the project.
1.5	Participate pro-actively in any collaborative design / project management system that the Employer deem appropriate from time to time such as BIM.
1.6	Endeavour to maximise the cost-effectiveness of the structural elements of the project (in so far as it is within the Consultant's power to do so).
1.7	Co-operate at all times with the Principal Designer and provide design information and designers risk assessments.
1.8	Participate in value engineering, value management, sustainability and risk management workshops and exercises throughout the project duration as and when required.
1.9	Enter into the required design waranties
1.10	Carry out and report upon a full site inspection/site survey of any existing structures and undertake, or make recommendations for any special structural investigations or condition surveys which may be necessary.
2.0	RIBA Stage 0 - Strategic Definition
2.1	Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the Architectural services.
2.2	Visit the site, evaluate the structural engineering implications and in liaison with the other members of the Project Team, undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.3	Investigate the various construction types in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.

Ref	Scope of Service
2.4	Arrange for the carrying out of any geotechnical or other investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.
2.5	In conjunction with the rest of the design team, undertake risk assessments and value management exercises as and when required.
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Ensure that the structural engineering design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for structural engineering in any overall cost plan and within the programmed time.
3.2	Develop the structural engineering design within the approved cost and submit to the Employer for approval.
3.3	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.4	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.
3.5	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.
3.6	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.7	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
3.8	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
4.0	RIBA Stage 2 - Concept Design
4.1	Work with the Architect and provide input and support in the role of "Structural Engineer" to the development of "Concept Designs" based on the Design Brief.
4.2	Work with the Employer's Agent and assist them in developing a Cost Plan based on the concept designs, ensuring that all concepts meet the deisgn brief and are within the project budget.
4.3	Attend and participate at workshops with all members of the Project Team, to ensure that the scheme meets the required sustainability benchmarks. Update proposals to reflect the outcomes.
5.0	RIBA Stage 3 - Developed Design
5.1	Develop sufficient structural engineering designs and specifications from the approved design to enable the Employers Agent to compile an Employer's Requirement document and assist the Employers Agent in the preparation of documents required for tendering purposes.
5.2	Ensure that life cycle costings and environmental assessment techniques are applied to the Project and work with the EA/cost consultant to adopt solutions giving the best overall value for money and, where this may result in the cost limit for the Works being exceeded, make recommendations to the Employer and obtain instructions.
5.3	Ensure that all drawings, Employer's Requirements, or other documents necessary for the placing of the contract are completed and are fully coordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
5.4	Ensure that a pre-tender cost check on the design of the structural engineering is prepared based on the tender documentation and inform the Employer of the result of that check.

Ref	Scope of Service
5.5	Liaise and work with the design team to finalise design proposals
5.6	In conjunction with the rest of the design team, undertake risk assessments and value management exercises when required.
5.7	Prepare further designs, specifications and drawings including, if necessary, bar bending schedules for the information of the contractor executing the Works.
5.8	Where required, provide the Employer with drawings or other documents necessary for entering into contract (or alternatively follow the procedure for the appointment of specialist sub-contractors).
5.9	Perform the duties so that the project will comply with all planning agreements, permissions and conditions and with all deeds and documents relating to the project which the Client shall have brought to the attention of the Consultant.
6.0	RIBA Stage 4 - Technical Design
6.1	Finalise detailed civil and structural designs as part of the Contractor's Proposals.
6.2	Attend all technical and design meetings and value engineering work shops called to develop the structural proposals.
7.0	RIBA Stage 5 - Construction
7.1	In collaboration with the other members of the Project Team, assist the Client and Clients representatives in administering the terms of the Works contract during operations on site and relating to the completion of the Works including (but not limited to) all activities in connection with the adjudication of disputes between the Employer and the Contractor.
7.2	Attend the regular meetings with the Contractor and other members of the Project Team as necessary in order to monitor the progress of the Works and the Contractors need for design information.
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Consultant prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
8.2	Should any Latent defect arice in relation to any elements of Structural Engineering assist the Client with required technical advise and reports highlighting the reason for failure and the required remediation works.
9.0	RIBA Stage 7 - In-Use
9.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Scope of Services

A.2: Design Services

Service: Civil & Structural Engineer

Ref	Scope of Service
1.0	General Services
1.1	The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate 1. In accordance with the Employer's Requirements 2. The site specific brief and any site master plan (if applicable). 3. Briefing requirements that will emerge through discussions. 4. Statutory and local authority requirements. 5. CDM Regulations 2015. 6. You must confirm in writing that all of the above requirements have been met. The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing requirements are superseded.
1.2	Act in co-operation with the lead designer on the development scheme.
1.3	Ensure that designs meet the requirements of the Employers brief and that any variations to this are approved by the Employer,
1.4	Proactively see the latest required standars and details of any scheme specific funding requirements from the Employer.
1.5	Attend meetings with the Employer as required.
1.6	Participate pre-actively in any collaborative design / project management system that the Employer deems appropriate from time to time.
1.7	Attend all meetings, workshops and other events that may be organised by the Employer in connection with the project, involving meetings with residents and wider stakeholder groups as required on the project. This may involve meetings at weekends and in the evenings.
2.0	Preparation and Brief (Riba Stages 0 and 1)
2.1	Visit the site, evaluate the MEPH engineering implications and in liaison with the other members of the Project Team, undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.3	Receive the Client's instructions and intial bried, including attendance at briefing meetings. Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the architectural services.
2.4	Establish contact with other members of the design team and arrange and chair regular meetings with them throughout the Project in order to review their input to the design process. Establish formal communication procedures and hierarchy of responsibility between the Consultants and introduce procedures to ensure that they work closely together as a team.
2.5	Visit the site and arrange for the carrying out of any investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.

Ref	Scope of Service
2.6	Investigate the various alternatives in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.
2.7	In co-operation with the other members of the Project Team undertake such studies as may be necessary in order to submit proposals on the building services together with options and recommendations to the Employer including an anticipated programme and installation and operational costs and undertake all further work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.8	Undertake value management exercises.
2.9	Undertake risk assessments.
2. 10	Obtain the Employer's approval to proceed to Stage 2 which will include the preparation of detailed designs up to tender stage.
2.12	Visit the site and arrange for the carrying out of any investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.
2.13	Investigate the various alternatives in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.
2.14	Liaise with the other members of the Project Team and undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the Employer approved brief.
2.18	Obtain the Employer's approval to proceed to Stage 2 which will include the preparation of detailed designs up to tender stage.
3.0	RIBA Stage 2 Concept Design
3.1	Develop the building services design within the approved cost and submit to the Employer for approval.
3.3	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.
3.4	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
3.5	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
3.6	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.
3.7	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
3.8	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
3.9	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.10	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.11	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.

Ref	Scope of Service
3.14	Ensure that life cycle costings and environmental assessment techniques are applied to the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the Works being exceeded, make recommendations to the Employer and obtain instructions.
3.18	Ensure that all drawings, Employer's Requirements, or other documents necessary for the placing of the contract are completed and are fully co-ordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
3.21	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
3.22	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
3.23	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
3.24	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
3.25	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.26	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.27	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
3.28	In accordance with the Employer's brief complete the design of the building services up to tender stage.
3.29	In accordance with the Employers brief conplete the design of the building services forming part of the Employers Requirements for M & E Installations.
3.30	Ensure the life cycle costings and environmental assessmsnt techniques are applied to the project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the works being exceeded, make recommendations to the Employer and obtain instructions.
3.31	Ensure that all drawings, Employers Requirements, or other documents necessary for the placing of the contract are completed and are fully co-ordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
3.32	Ensure that a pre-tender cost check on the design of the building services is prepared based on the tender documentation and inform the Employer of the result of that check.
3.33	Undertake value management exercises.
3.34	Undertake risk assessments.
3.35	Obtain the Employer's approval to proceed to Stage 3.
4.0	RIBA Stage 3 Developed Design
4.1	Develop the building services design within the approved cost and submit to the Employer for approval.
4.2	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.

Ref	Scope of Service
4.3	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
4.4	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.
4.5	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
4.6	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
4.7	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
4.8	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
4.9	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
4.10	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
4.11	Where required, provide the Employer with drawings, specifications or other documents necessary for entering into the Works contract (or alternatively follow the procedures for the appointment of specialist sub-contractors).
4.18	Undertake value management exercises.
4.19	Undertake risk assessments.
4.20	Obtain the Employers approval to proceed to Stage 4.
5.0	RIBA Stage 4 - Technical Design
5.1	Finalise detailed Building Services designs as part of the Contractor's Proposals.
5.2	Attend all technical and design meetings and value engineering work shops called to develop the structural proposals.
6.0	RIBA Stage 5 - Construction
6.1	Review record drawings and guidance on the operation and maintenance of the Project and its services provided by the contractor and report their adequacy or otherwise to the Employer.
6.2	Ensure that the Contractor rectifies all defects within a reasonable time and report to Employer when all defects have been made good.
6.3	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project prepare any necessary documentation and reports and, if required by the Employer, attend any hearing acting as witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
7.0	RIBA Stage 6 - Handover & Close-Out

Ref	Scope of Service
7.3	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Consultant prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
7.4	Should any Latent defect arice in relation to any elements of MEPH Engineering assist the Client with required technical advise and reports highlighting the reason for failure and the required remediation works.
8.0	RIBA Stage 7 - In-Use
8.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Scope of Services

A.2: Design Services

Service: Principal Designer

Ref	Scope of Service
1.0	General Services
1.1	The Principal Designer shall fulfil the role of Principal Designer as defined in Regulation 11 and Regulation 12 of the CDM Regulations 2015.
1.2	Liaise with other consultants on the project team and ensure that the services listed hereunder are fully co-ordinated with the services provided by those consultants.
1.3	Ensure all health and safety aspects are properly managed and resolved by preparing or contributing towards the preparation of a pre construction programme.
1.4	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.
1.5	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
1.6	Ensure, as far as resonably practicable, that designers comply with their statutory dutuies under health and safety legislation
1.7	Ensure the team work to reduce risks, coordinate information and generate solutions for construction, maintenance and cleaning that are as risk free and obvious as possible
1.8	Attend meetings with the Client, Employers Agent, other consultants and the Contractor as necessary for the duration of the appointment
1.9	Participate in value engineering, value management and risk management workshops and exercises throughout the project duration
1.10	Generate and organise information for the health and safety file and hand this over at the end of the commision
1.11	Where necessary assist the Client's appointed Health and Safety Representative in complying with the Client's duties as Client under the CDM Regulations 2015
1.12	Verify that Designer consultants have the skills, knowledge, experience and organisational capacity to undertake the services in a manner that secures the health and safety of any person affected by the project.
1.13	Organise and ensure circulation of all pre exisitng informaiton on the project
2.0	RIBA Stage 0 - Strategic Definition
2.1	
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Liaise with the Professional Team and Client and obtain copies of all available information, maps, plans, surveys, reports and other documents relating to the project and any adjacent areas
3.2	Prepare a new Health and Safety File for the project or review and update the existing.
4.0	RIBA Stage 2 - Concept Design
4.1	Review outline "Concept Designs" based on the Design Brief and provide advice and recommendations to the Design Team in respect of compliance with the CDM Regulations 2015.

Ref	Scope of Service
5.0	RIBA Stage 3 - Developed Design
5.1	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.
5.2	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
5.3	Identify and eliminate or control, so far as is reasonably practicable, foreseeable risks to the health and safety of any person: a) carrying out or liable to be affected by construction work; b) maintaining or cleaning a structure c) using a structure designed as a workplace.
5.4	Ensure all designers comply with their duties in the CDM Regulations 2015
5.5	Liaise with the Client and Professional Team and establish the programme and the information required to complete the pre-construction information for the Project
5.6	Liaise with Client and Professional Team and establish the programme and informaiton required to complete the Contractor's construction phase health and safety plan for the Project.
5.7	Obtain the information required from the Client and Professional Team and prepare and maintain the pre-construction information for the project.
5.8	Examine the methods by which the structure might be built and analyse the hazards and risks
6.0	RIBA Stage 4 - Technical Design
6.1	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.
6.2	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
6.3	Identify and eliminate or control, so far as is reasonably practicable, foreseeable risks to the health and safety of any person: a) carrying out or liable to be affected by construction work; b) maintaining or cleaning a structure c) using a structure designed as a workplace.
6.4	Ensure all designers comply with their duties in the CDM Regulations 2015
6.5	Liaise with the Client and Professional Team and establish the programme and the information required to complete the pre-construction information for the Project
6.6	Ensure the contractor is provided with a copy of the health and safety file for use in connection with the project
6.7	Liaise with the Client and Professional Team and establish the programme and information required to complete the Contractor's construction phase health and safety plan for the Project.
6.8	Obtain the information required from the Client and Professional Team and prepare and maintain the pre-construction information for the project.
6.9	Examine the methods by which the structure might be built and analyse the hazards and risks
6.10	Analyse the risk/hazard of any substance, material or equipment specified for during the construciton stage.
6.11	Endeavour to ensure that the design includes adequate information about materials which might affect health and safety
7.0	RIBA Stage 5 - Construction
7.1	Liaise with the Principal Contractor for the duration of the Principal Designer's appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the co-ordination of the health and safety matters during the construction phase.

Ref	Scope of Service
7.2	Assist the Principal Contractor in preparing the construction phase plan by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the construction phase plan including: a) pre construction information obtained by the client; b) any information obtained from designers
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	Assist the Principal Contractor in finalising the health and safety file by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the construction phase plan including: a) pre construction information obtained from the client; b) any information obtained from designers
9.0	RIBA Stage 7 - In-Use
9.1	Within 12 months of handover participate in a workshop review of the project to assess the Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects

Scope of Services

A.2: Design Services

Service: Civil & Structural Engineer

Ref	Scope of Service
1.0	Acoustic Engineer
1.1	Undertake acoustic engineering services in connection with the architectural and building services installations to ensure that noise impact is minimised through design and that the project complies with Approved Document E (Resistance to the passage of sound) of the Building Regulations.
2.0	Transport Consultant
2.1	The scope of services provided by the civil engineer or transport consultant will include a review of all junction and access road designs including the submission of detailed design information to discharge planning conditions and obtain section 38 approvals.
3.0	Flood Risk Consultant
3.1	The appointed Flood Risk Consultant will provide the following services: - Prepare a flood risk desk top report with recommendations based on the current status of the Flood Alleviation Scheme. - Liaise with The Environment Agency. - Prepare a proposal to meet The Environment Agency requirements and satisfy the Planning Authority - Prepare and coordinate a submission for a Section 30 Agreement with the Environment Agency. - Prepare and coordinate information to obtain a Flood Defence Consent.
4.0	Building and Land Surveyor
4.1	The appointed Building and Land Surveyor will provide the following services: - With reference to the existing site topographical survey provide an updated topographical survey of the site including highways information for the proposed road junction to meet the requirements of the design team. - Undertake condition survey of the existing buidling to inform the works and capital expenditure required
5.0	Landscape Architect
5.1	Undertake landscape design services in connection with the project and as set out in the Project Brief.

Appendix 8B.1

FMC Scope of Services

Appendix B.1

FMC Scope of Services

For Two Stage Design & Build

Pre Contract Scope of Services (RIBA Stages 0-2)

The FMC will be required to undertake the following:-

1. Prepare the "Employer's Requirements" based on the Template Project Documents contained at **Schedule 5: Project Template Documents**;
2. Manage the appointment of the PZP to undertake the works. This will require arranging their appointment under the two-stage design and build procurement route.

Pre Contract Scope of Services (RIBA Stages 3-4)

The FMC will be required to undertake the following:-

1. Work collaboratively with the PZP's Design Team in developing the "Contractor's Proposals" through Stage 3: Spatial Co-ordination to Stage 4: Technical Design;
2. Review the sub-contract packages of work and audit all procurement activity associated with each package including analysing sub-contract tender returns and making recommendations on supply chain packages;
3. Check "Contractors Proposals" and designs against the "Employer's Requirements", during the design development stage (RIBA Stages 3-4);
4. Analyse the "Contract Sum Analysis" prepared by the PZP for value for money;
5. Prepare and execute the "Notice to Proceed" in accordance with the Building Contract;
6. Organise pre-contract meeting;
7. Perform the role of CDM Adviser under the CDM Regulations 2015.

Post Contract Scope of Services (RIBA Stages 5-7)

1. Act in the role of Employer's Agent during the construction stage through to project completion in undertaking monthly valuations, progress meetings and monitoring the progress of the works and handover under the Building Contract;
2. Perform the role of CDM Adviser under the CDM Regulations 2015;
3. Perform the role of the Specialist Testing Consultant in respect of key stage inspections;
4. Review any further designs submitted by the PZP during the construction stage;
5. Agree the Final Account with the PZP and certify any outstanding payments;
6. Undertake post completion activities including managing defects, reviewing lessons learned and certifying the end of defects period;
7. Attend and participate in any post completion reviews.

Appendix 8B.2

Employer's Agent Services

Schedule 8:
Framework Brief

Appendix B.2
Employer's Agent Services

Scope of Services

B.2: Employer's Agent Services

Service: Employer's Agent

Ref	Scope of Service
1.0	General Services
1.1	To attend meetings as required at the Employer's offices, or any other reasonable location.
1.2	Take minutes of all meetings attended and produce and issue minutes within five working days of meeting.
1.3	To attend meetings with resident groups or consultation events, which may fall outside of normal working hours, as required.
1.4	Advise the Employer on project risks of a construction or technical nature, including the identification, assessment of likelihood, impact and mitigation measures for such risks.
1.5	To consult with and pass information to the Principal Designer at all necessary stages.
1.6	The Consultant shall ensure that the design team comply with the following requirements: 1. The Employer's current standard Design Brief and contract procedure requirements. 2. The Employer's Requirements 3. The site specific brief 4. Briefing requirements that will emerge through discussions. 5. Statutory and local authority requirements. 6. CDM Regulations 2015. Where such requirements are superceded or updated, the Employers Agent is required to ensure that the design team comply with all such changes.
1.7	Assist with the submission of documentation to funding bodies and any other third parties who have an interest in the project.
1.8	Establish and maintain project management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Employer and respective consultants, contractors and sub-contractors, and others concerned in the project, and ensure that they work closely as a team.
1.9	Manage the Change Control Procedures and monitor design development against the Project Budget. Ensure that any difficulties are rectified and the approved cost limit is maintained.
2.0	RIBA Stage 0 - Strategic Definition
2.1	Collate comments and facilitate workshops to discuss Business Case and develop Strategic Brief with project team members.
2.2	Discuss initial considerations for assembling the project team.
2.3	Establish Project Programme.
2.4	Collate feedback from previous projects.
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Receive an initial brief from the Employer and assist in identifying the Employer's requirements, possible design options, timetable and expenditure limits.

Ref	Scope of Service
3.2	Provide building cost information on each design option to enable the Employer to prepare its financial assessment and feasibility studies. Update this information as required. Within this, highlight base cost (£/sqm) assumptions, abnormal items, allowances for design fees, statutory fees and contingencies for approval by the Employer. The Employer will advise on the required format for such cost advice.
3.3	Visit the site, carry out initial inspections and advise the Employer of any concerns, or requirements for further expert advice
3.4	Prepare feasibility estimates based upon unit cost or m^2 basis (separating works costs from on-costs and expressed by gross and net m^2) following completion of feasibility drawings prepared by the Architect. Prepare analytical estimates to an accepted tolerance of 10%. Update estimate following allocation on instruction from the Employer. Inform Employer of any variation to scheme costs throughout the Project.
3.5	Prepare an outline timetable for completion of the Services to be incorporated in a feasibility report.
3.6	Advise on and assist with the production of the project brief as this evolves throughout the project.
3.7	Undertake a preliminary technical appraisal of the project sufficient to enable the Employer to decide in what form to proceed. The appraisal shall include advice on the need for specialist consultants, procurement strategy advice and suggested tender procedures (adhering to OJEU procurement procedures where relevant) and an outline programme for completion of the works including dates for tender invitation, tender return, start on site and Practical Completion, for approval by the Employer.
3.10	Assist as required with the submission of documentation and coordination of responses to third parties who have an interest in the project.
3.11	Advise the Employer on the cost of the project, including the cost of alternative design and construction options. the Employer will advise on the required format for such cost advice.
3.12	Take a lead role in monitoring that the scheme is designed to budget cost
3.13	Provide all necessary reasonable assistance to the Employer and the Employer's legal representatives, where relevant, in securing the acquisition of the site and any related agreements.
3.14	Assess the need to take action to protect the interests of the Employer in respect of neighbouring properties and make recommendations accordingly to the Employer.
3.15	Bring any items that require the issue of a Party Wall notice under the Party Wall etc Act 1996 and provide professional advice and assistance to ensure that notices are served as required
3.16	Prepare a risk register in accordance with the Employer's procedures and be responsible for updating the register throughout the project.
3.17	Provide a preliminary cost plan for the project in sufficient detail to assist the other members of the project team to develop their design within the overall cost limit approved by the Employer.
3.18	Undertake value management exercises
3.19	Prepare a cashflow forecast for the purpose of project programming
3.20	Confirm the final brief with the Employer which shall include a detailed programme for completion of the Project and an agreed cost limit.
3.23	Obtain the Employer's approval to proceed to Stage 2.
4.0	RIBA Stage 2 - Concept Design
4.1	Work with the Lead Designer to consider Concept Designs and prepare outline programmes for the Project

Ref	Scope of Service
4.2	Participate in Design Team meetings and provide advice and support as necessary, to progress the development of the Concept Designs prepared by the Lead Designer, inlcuding any input into reports and other documentation provided by the Lead Designer.
5.0	RIBA Stage 3 - Developed Design
5.1	Provide advice on implications of all matters affecting the site/property design, use, cost and programme. To include for example, existing services and utility locations and availability, rights of way, rights of light, access, boundaries, tree condition and preservation orders, party wall/structure requirements, contamination, archaeology, security and safety.
5.2	Ensure that a cost plan is prepared for the project based on the approved cost limit and ensure that copies of the cost plan are given to all Consultants and that they confirm their agreement to the content applying to their own discipline.
5.3	Accompany tendering Contractors or sub-contractors or the representative of the Employer to the site of any works being undertaken in connection with this Appointment.
5.4	In co-operation with the other members of the Project Team prepare a detailed programme for the production of design information leading up to obtaining tenders for the Works and obtain the Consultants commitment to that programme in writing.
5.5	Liaise with engineer to provide a condition report of any existing drains that will be retained and used.
5.6	Establish rigorous management procedures to monitor the production of design information produced by the members of the Project Team in order that any shortcomings are immediately highlighted and rectified and continue to implement the monitoring procedure until completion of the Project. Where difficulties are encountered which cannot be satisfactorily resolved, inform the Employer of those difficulties and make recommendations.
5.7	Co-ordinate the collection of documents from the other members of the Project Team to enable the Employer to enter into Contract and ensure that any adjustments have been made to the documents in order that they conform to the approval given by the Employer.
5.8	Ensure that all drawings, specifications, schedules, bills of quantities or other documents necessary for the obtaining of tenders are completed and are fully coordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
5.9	Provide the Employer with technical advice and support.
5.10	Assist in completion of forms and submissions relating to any necessary approvals and consents.
5.11	Advise on contract procurement and selection of appropriate Building Contract.
5.12	Assess the feasibility of the Employer’s standard Employer's Requirements documents; review with the Employer alternative design, tender and construction approaches and their cost implications.
5.13	Advise the Employer on demolition, strip-out, site investigation and enabling works required, along with associated costs.
5.14	Advise and assist the Employer in arranging specialist surveys and investigations as required, including advice on potential providers and appropriate procurement approaches.
5.15	Provide an updated cost plan as the project develops and confirm the final cost estimate prior to submission of the planning application.

Ref	Scope of Service
5.16	Carry out: a. An analysis of compliance with the project brief, highlighting any discrepancies between the project brief generally and the preferred design option, to be updated as the design progresses. b. A specific analysis of compliance with any funder's requirements. c. A whole life costing assessment, at key stages in the design and development process, in a format to be agreed with the Employer. d. A report in writing summarising the above, submitted to the Employer by the agreed date and to be updated as the project progresses.
5.17	Coordinate a viability study, Energy Strategy, development brief and Design and Access statement (where appropriate) with the Architect, for the scheme proposals as required by the planning authority.
5.18	In conjunction with the Employer 's appointed architect (or the developer's architect as appropriate), agree with the Employer any changes required to the Employer's project brief in the light of the circumstances of the scheme.
5.19	Liaise with the Architect to ensure that Employer's Requirements are achieved.
5.20	Agree materials and construction specifications with the Consultants for incorporation into the Employers Requirements and keep the Employer fully informed.
5.21	Advise on the requirement of any statutory notices.
5.22	If required at this stage by the Employer, procure demolition, strip-out and enabling works required. To include: a. Provision of advice on form of contract; b. Liaison with specialist consultants; c. Advise on cost efficiency savings in design at an early stage d. Advise on material choice substitutes to achieve value for money savings e. Preparation of specification and tender documentation; f. Tender the works to the shortlisted contractors; g. Production of tender report for the Employer's review; h. Preparation of contracts; i. Diligent administration and management of the contract; j. Preparation of a statement of final account for the Employer's review
5.23	Advise on the cost of the architect's and other consultants' design proposals, including, but not limited to, effects of site usage, shape of buildings and alternative forms of design and construction.
5.24	Through the design development stages, maintain a list of items that must be included in the Employer's Requirements, from the land title, any covenants, restrictions or obligations and from the planning (including section agreements) and other consents obtained to permit the development.
5.25	Establish and chair regular meetings with the other members of the Project Team and others in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies. Circulate minutes of the meetings to the Employer and to the members of the Project Team. The minutes shall record the action taken to rectify any deficiencies and shall indicate who is to be responsible for taking that action.
5.26	Advise the Employer on financial security issues and provide all necessary reasonable assistance with putting appropriate protection in place including, but not limited to: a. Bonds; b. Parent company guarantees; c. Insurances; d. Collateral warranties; e. Appropriate level of retention.
5.27	Obtain the Employer's approval to proceed to Stage 4.
6.0	**RIBA Stage 4 - Technical Design**
6.1	Advise and provide recommendations on tendering and contractual procurement options.
6.2	Advise on the cost, buildability and deliverability of the architect's and other consultants' design proposals for RIBA Stage 3. Provide further cost estimates as required.

Ref	Scope of Service
6.3	Advise and assist in the selection of prospective contractors including making enquiries and recommending suitable contractors for inclusion on a tender list taking into account the nature of the project and their experience, resources and references obtained. Interview prospective contractors and report thereon.
6.4	Advise the Employer as to the preferred form of contract to be used, prepare all necessary documentation and any other information in this respect.
6.5	Comment on proposed amendments to the form of contract that are appropriate given the circumstances of the scheme.
6.6	If required at this stage by the Employer, procure demolition, strip-out and enabling works required. To include: a. Liaison with specialist consultants; b. Provision of advice on form of contract; c. Preparation of specification and tender documentation; d. Tender the works to the shortlisted contractors; e. Production of tender report for the Employer's review; f. Preparation of contracts; g. Diligent administration and management of the contract; h. Preparation of a statement of final account for the Employer's review.
6.7	Prepare tender documents and issue tender invitations, in accordance with the Employer's Framework requirements and standing orders, JCT practice notes and other standard contract form guidance notes.
6.8	Tender documents are to comprise: a. Employer's Requirements (which will either be written by the Employer's Agent or amended from the Employer's standard Employer's Requirements at the sole discretion of the Employer) b. Contract amendments c. Tender drawings and designers' risk assessments d. Form of tender e. Instructions for tendering f. Schedules and other necessary documents and materials. Sufficient detail is to be provided to enable a prospective contractor to prepare and submit a compliant tender.
6.9	Advise the Employer of any areas of uncertainty in the tender documents which could give rise to the return of qualified tenders and make recommendations to address these.
6.10	Advise the Employer of any requests received from tendering contractors for further information or an extension to the tender period along with recommendations on any such requests.
6.11	Ensure any tender clarifications and responses to queries are circulated to tendering contractors and the Employer as appropriate.
6.12	Attend and supervise tender openings, as required by the Employer.
6.13	Undertake a detailed arithmetical and technical check of tenders received and ensure that any errors are resolved in accordance with the Employer's procedure.
6.14	Review and comment formally against the Employer's Requirements and project brief on any alternative proposals put forward by the contractor/developer. Where Contractor's Proposals conflict with the Employer's Requirements, make recommendations to the Employer to resolve all conflicts

Ref	Scope of Service
6.15	Prepare a formal report for the Employer on the tenders received, including, but not limited to the following, unless specifically stipulated by the Employer: a. Comment on compliance with JCT Practice Note 6 – Main Contract Tendering; b. Comment on any lack of tender responses; c. Confirmation that the tender results demonstrate genuine competition between those tendering; d. Pricing analysis and value for money statement; e. Identification of the tender recommended for acceptance; f. Whether the recommended tender offers value for money, including a full analysis of the tendered sum, cash flow projections, payment requirements and a breakdown between works costs and on-costs, including an estimate of any costs that do not qualify for grant funding. Works cost to additionally be broken down per unit and per square metre by GIFA and GEA; g. Identification of any areas of risk; h. A reconciliation between the tender sum and earlier estimates of costs; i. Advice on the acceptability of any provisional sums and any action to be taken in respect of such sums; j. A summary of compliance with the Employer's Requirements and the project brief, highlighting any discrepancies between these and the tendered proposals; k. A summary of compliance with any funder's or sponsor's requirements; l. An appraisal of the proposed contractor's suitability; m. If there is no recommendation, comment on reasons for this and advise on further options.
6.16	Following instructions from the Employer, negotiate with the recommended contractor to eliminate tender qualifications and provide a further report to the Employer, if necessary.
6.17	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
6.18	Arrange for preparation of and advise on a detailed construction and cost programme by the proposed contractor. All key milestones to be included in the detailed programme - including start and completion of each construction stage in each block or phase, deadlines for Employer choices and samples confirmation, show flat / sales suite completion, standard setting, snagging, desnagging, phasing of handovers and any other specific dates or timescale referenced in the Employer's Requirements.
6.19	In conjunction with the Employer, negotiate with the contractor/developer for the approved scheme.
6.20	Assist the Employer in getting the contractor to sign up to the Considerate Constructors Scheme and local labour or construction training initiatives, where required.
6.21	Discuss options with the Employer prior to works commencing, including amending the contract to allow the withholding of any payments to sub contractors/consultants where a collateral warranty is required, but is not yet in place.
6.22	Advise whether a sufficient amount of professional indemnity insurance cover is being offered by the consultants and sub contractors concerned. Obtain details and provide those to the Employer.
6.23	Convene and chair tender interviews/meetings and pre-contract meetings and minute all decisions and discussions.
6.24	Arrange for unsuccessful tenderers to be notified.
6.25	Assist in the preparation of the Pre-Contract Information.
6.26	Issue required notices to and liaise with the Health and Safety Executive as required.
6.27	Ensure that all parties co-operate in respect of health and safety matters and the CDM Regulations.
6.28	Review contract documentation including the Health and Safety Plan to achieve compliance with the CDM Regulations.
6.29	Assist Employer on the competence and resources of the tenderers/contractors to comply with the CDM Regulations.
6.30	Assess contractors' proposals and advise the Employer in respect of health and safety Regulations compliance including the contractor's development of the Health and Safety Plan. Ensure that the Plan is in place.

Ref	Scope of Service
6.31	Advise Employer on the appointment of the Principal Contractor.
6.32	Ensure Pre Construction Health and Safety Plan is sufficiently developed before construction phase commences. Inform Employer when the Plan has been adequately developed to allow works to commence on site, including welfare provision.
6.33	Include a requirement in the specification for the contractor to provide all drawings necessary, in both paper and electronic format, for conveyancing of the properties, in accordance with the requirements outlined in the Employer's design brief, and pro-actively chase to ensure that they are provided in accordance with the Employers instructions.
6.34	As soon as adequate information is available complete the Employer's Design Brief compliance check, highlighting areas of non-compliance.
6.35	Assist in the preparation of documentation for submission to appropriate funding bodies.
6.36	Agree contractor's cash flow, stage payments and pricing schedule.
6.37	Undertake audit of drawings, checking compliance with regulatory standards, Design Brief compliance, Planning Conditions and section agreements.
6.38	For existing properties, instruct contractors in the contract documentation that utility supplies must be registered with the contractor for the contract period and all costs associated with connection, use and disconnection at the end of the contract are to be paid by the contractor. Record the meter readings at commencement and completion and forward details to the Employer at handover advising that supplies should now be either terminated or transferred to a new user.
6.39	Ensure that the Contractor obtains all necessary statutory approvals for the Project and that all utilities and other necessary services are in place both for the construction phase and for permanent operation following completion of the Project.
6.40	Prepare Contract documentation and arrange for such documents to be executed by the parties.
6.41	Ensure that all necessary insurances requested by the Employer are in place prior to contract.
6.42	Obtain the Employer's approval to proceed to Stage 5.
7.0	**RIBA Stage 5 - Construction**
7.1	Administer the contract ensuring that the contractor complies with the contract terms.
7.2	Attend all meetings and be a principal member of the project team. Assist in developing the project in accordance with the Employer's procedures and complementary documentation.
7.3	Provide geotagged photos of the project at start on site stage.
7.4	Prepare and collate the contract documents for execution and supervise their completion by all parties to the contract. Ensure that the name of the contractor in the Building Contract corresponds exactly to the name on the Contractor's form of tender. Ensure that works do not start on site until the Building Contract has been executed by the Employer and the Contractor.
7.5	Be responsible for the safe custody of the contract documents if required.
7.6	Advise the Employer on the appointment of the Contractor and on the responsibilities of the Employer, Contractor and Employer's Agent under the terms of the Building Contract.
7.7	Ensure all collateral warranties are in order, complete and in place within 28 days of consultant/sub-contractor appointment by the Contractor.
7.8	Ensure all performance bonds and other insurances are in order, complete and in place prior to work commencing and confirm to the Employer that this has been done.
7.9	Obtain copies of insurance policies required by the Building Contract and provide copies of them to the Employer.
7.10	Check that the Contractor has entered into any parent company guarantee that may be required by the Employer prior to work commencing.

Ref	Scope of Service
7.11	Check that the contractor has registered for NHBC required warranty or other warranty approved by the Employer, prior to work commencing.
7.12	Act as the Employer's Agent under the Building Contract, administering the terms of the contract from commencement until the final account and final statement have been agreed with the contractor and the Certificate of Making Good Defects has been formally issued.
7.13	Ensure that the Contractor prepares and submits a written detailed monthly report at each progress meeting
7.14	Ensure that the contractor has obtained all necessary statutory approvals and licences and supply the Employer with copies of these. Work with the Principal Contractor and Principal Designer to prepare, review and update the Health and Safety File for delivery to the Employer at Practical Completion, ensuring that the file contains all necessary information as specified within the Employer's procedures.
7.15	Take reasonable steps to anticipate problems and take such actions that will resolve them to the best advantage of the project.
7.16	Ensure that rigorous quality management procedures are in place throughout the construction phase.
7.17	Arrange for any special inspections or tests necessary to ensure that proper and adequate standards of construction are maintained and that all Works are constructed in accordance with the contract documents.
7.18	Arrange and chair on the Employer 's behalf, regular progress meetings with the Contractor, notifying the Employer of the date of such meetings in advance and issuing minutes to the Employer and the Contractor. Formal site meetings must be held not less frequently than at one month intervals.
7.19	Visit the site once a month (or more if required) to: a. Attend site meetings, including preparation of agendas, minute taking and issuing of minutes within five working days (including the handover meeting). b. Monitor the progress and quality of the works in compliance with contract documents. c. Ascertain generally that the terms and content of the contract are being complied with. d. Assertain compliance with planning permissions, including section agreements.
7.20	Visit the site not less than fortnightly, and carry out inspections of the works in progress, ensuring that the works are executed in compliance with the Building Contract. Check on the Employer's behalf that the agreed specification and drawings are being complied with and built to the required quality, all in conjunction with the appointed site inspector: In order to provide a written Report to the Employer advising upon: a. Progress. b. Defects. c. General comments regarding workmanship, materials and storage, site organisation, safety and labour on site. d. Record weather stoppages. e. Monitor and comment upon inspections by Building Control
7.21	Provide Checks of compliance of the works, and written reports in a format to be agreed with the Framework Representatives, to be carried out at the following stages:- · Formation / drainage · Sub-base · Engineered base (if necessary) · Shockpad (if necessary) · Carpet seaming · Carpet sanding · Carpet infilling · Fencing · Floodlighting · Completion (including all other ancillary items such as hard and soft landscaping, sports equipment etc.) · Maintenance

Ref	Scope of Service
7.22	Advise the Employer of all formal site meetings, snagging inspections, handovers, end of defects inspections and other inspections which may be necessary.
7.23	Monitor inspections by Building Control and other such bodies.
7.24	Check that the Contractor receives and/or complies with all Town Planning requirements (including timely discharge of planning conditions and section agreements obligations), Building Regulations and other consents and requirements. Report progress to the Employer accordingly.
7.25	Issue all certificates/notices required under the Building Contract.
7.26	On a monthly basis, agree with the contractor the amount due for payment under the Building Contract in accordance with the payment terms of Construction Act (2011 amendments) and certify them for payment recommendation to the Employer. Valuations should take account of any reports submitted by the Employer's site inspector only if formally identified as defective works.
7.27	Provide monthly cash flow reports showing actual and anticipated spending throughout the contract with a breakdown of costs in accordance with the Employer's requirements. These reports are to show deviations to the projected financial spend, anticipated variations to the final account, summarise the effect of known and pending variations, updates on any provisional sum items in the contract and predict the forecast final account sum. the Employer will advise on the required format for such cost advice.
7.28	Ensure the efficient cost management and monitoring of the project.
7.29	Advise at the earliest opportunity the requirement for any change or variation instruction.
7.30	Obtain the Employer's prior written agreement to any change or variation or instruction where: a. The agreed design and/or specification is proposed to be varied; b. Additional work is necessary beyond that included in the contract documents; c. It is likely that the total effect of variations may increase the contract sum; d. Any item of design or specification previously omitted is to be reinstated.
7.31	Liaise as necessary with the Employer and the Contractor to ensure that designs or design changes proposed by the Contractor during the works are received in good time for consideration and approval by the Employer. This is to include the coordination of timescales in issuing all required Employer instructions such as approval of materials choices, door furniture, colour choices and any other items in order to avoid any possible claim for an extension of time on the basis of delayed/late instructions.
7.32	Advise the Employer whether any designs or changes to designs proposed by the Contractor comply with the project brief and highlight any areas of non-compliance.
7.33	Advise the Employer on any variations it may require, the potential cost/benefit of such variations and the most cost-effective way of obtaining the required changes. This advice is to include any implications for compliance with the Building Contract, potential impacts on programme and achieving project brief objectives.
7.34	Monitor and manage the contractor's performance against the construction programme.
7.35	Ensure all sub-contractor appointments are identified in the programme.
7.36	Instructions for changes or variations under the terms of the contract are to be issued simultaneously to the Employer and the Contractor. Exert proper cost control, and anticipate at the earliest possible opportunity all work necessary to complete the scheme.
7.37	Notify the Employer if it appears that deleterious or otherwise unsuitable materials have been specified in the development and advise on corrective action needed/taken.
7.38	Agree the required standards of completion and finish for all properties with the Employer and the site inspector at scheduled detailed standard setting inspections well in advance of the Contractor's programme for snagging. Ensure that such standards are being met in all areas of the development.

Ref	Scope of Service
7.39	Ensure that adequate records are maintained in order that claims or requests for extensions of time by the Contractor may be contested if appropriate. Throughout the construction phase and until all construction accounts are settled, inform the Employer of any contractual claims which have been received or are likely to arise. Make recommendations to the Employer and implement the Employer's instructions.
7.40	Undertake snagging and de-snagging inspections. Act on behalf of the Employer in the preparation of snagging lists and ensure that all items on the lists have been attended to prior to attendance by the Employer at handover inspections.
7.41	Prepare a schedule of outstanding and/or defective works prior to Partial Possession and Practical Completion and report to the Employer on rectification of the scheduled items.
7.42	Check the satisfactory completion of the works, issue a Certificate of Practical Completion/ Partial Possession in accordance with the terms of the Building Contract. When issuing the Certificate of Practical Completion, provide the Employer with a forecast of final works costs.
7.43	Act on behalf of the Employer in considering any claims received from the Contractor.
7.44	Grant extensions of time, if necessary and if agreed with the Employer, in accordance with the conditions of Building Contract.
7.45	Adjust minor variations in accordance with the terms of the Building Contract, prepare the final account and final statement and agree these with the contractor within two months following Practical Completion, certifying this to the Employer.
7.46	Agree value of payments to Contractor/developer and issue Payment/Pay Less Notices in accordance with the Build Contract. Ensure that Payment certificate and original contractor's VAT invoice are submitted to the Employer together.
7.47	Prepare and issue financial statements with every contract payment.
7.48	Update cashflow forecasts based on Contractor's programme.
7.49	Issue any Employer's Variation Instructions with the prior consent of the Employer.
7.50	Agree the value of all minor changes as presented by the Contractor resulting from issue of Employer Variation instructions.
7.51	In the event of Partial Possession agree the value of any "relevant part" in accordance with the contract.
7.52	Undertake whole life cost assessment in accordance with the Employer's standard Whole Life Costing procedure.
7.53	Provide all necessary information to the Employer to enable component accounting to be completed.
7.54	Co-ordinate and monitor any of the following that may be required: a. Insurance (or alternative warranty) inspections. b. Completion of sectional agreements ensuring that all agreements are in place and that related defects periods commence on or before the date of Practical Completion. c. Visit site prior to Employer's representative pre-handover visit and ensure that properties are completed to the required standard such that the only works outstanding are of minor significance and are low in number. d. Prepare for the Employer prior to Handover the documents specified in the Employer's Requirements e.g. SAP calculations, Energy Performance Certificates, Guarantees, Safety certificates, Health and Safety File, Operating and Maintenance manuals, as built drawings etc. e. Handover visit – on date of handover prepare schedule of any outstanding works and/or documentation and ensure that such works are completed within 7 days of handover and such documentation is issued to the Employer within 14 days of handover.
7.55	Provide Key Performance Indicator information in accordance with Schedule 1 of the Framework Agreement
7.56	Monitor and review design issues and liaise with the Principal Contractor in all matters relating to the CDM Regulations.

Ref	Scope of Service
7.57	Undertake performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent
7.58	Undertake performance testing of the completed pitch in accordance with requirements of BS EN 15330-1:2013 Surfaces for sports areas. Synthetic turf and needle-punched surfaces primarily designed for outdoor use. Specification for synthetic turf surfaces for football, hockey, rugby union training, tennis and multi-sports use
7.59	Undertake performance testing of the completed pitch in accordance with IRB 22 requirements
7.60	Undertake performance testing of the completed pitch in accordance with FIH Handbook of Performance, Durability and Construction Requirements for Synthetic Turf Hockey Pitches
7.61	Undertake performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent and FIH Handbook of Performance, Durability and Construction Requirements for Synthetic Turf Hockey Pitches
7.62	Undertake performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent and IRB 22 requirements
8.0	**RIBA Stage 6 - Handover & Close-Out**
8.1	Complete and issue Employer handover forms in accordance with the Employer procedures.
8.2	Upon Practical Completion, liaise with the Principal Designer for the scheme to ensure that "as built" drawings are provided and that information on the maintenance of the facility is provided for the Principal Designer to produce a Health and Safety File as required by Construction (Design and Management) Regulations.
8.3	Arrange, chair and minute a Project Review meeting to include the Contractor and specialist sub-contractors and consultants. The Contractor should be encouraged to seek out feedback from key sub-contractors.
8.4	Prepare a completion report to the Employer showing: - estimated Final Account - design fee element and works element of estimated Final Account - amount paid to date (broken down into design fee and works elements) - any non qualifying costs for grant purposes; - estimate of VAT paid on contract; - a comparison between the outturn cost and the approved budget cost; - the actual expenditure against sums included in the contract for specialist works and provisionally measure work; - the costs included against any variation of price condition; - the expenditure against approved variations and additional Works authorised by the Employer; - a comparison of key programme dates against actual dates achieved, not limited to Completion dates; - any lessons obtained from the scheme which could be applied to future projects; - the performance of project participants
8.5	Manage the contractor's performance in making good of defects up to the completion of the defects liability period. Receive reports of defects notified to the Employer during the defects liability period and ensure that they are satisfactorily rectified by the contractor in accordance with the Building Contract.
8.6	Ensure that all defects are rectified. If required, advise the Employer as to the acceptability or not of the Contractor's proposals to rectify complicated or difficult defects
8.7	Act on behalf of the Employer in preparing a schedule of defects outstanding at the end of the defects liability period and ensure that they are rectified by the contractor in accordance with the Building Contract.
8.8	Check all necessary reports, approvals conditions (including section agreements) and certificates have been obtained or discharged.
8.9	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project, prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting if necessary, as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).

Ref	Scope of Service
8.10	Provide a quarterly report to enable trend analysis that details frequency and type of defects occurring and making recommendations for modifications to the Employer's requirements/Design Guide for future development schemes.
8.11	If any defects are not resolved within contract timescales advice the Employer on alternative options e.g. resolving works through alternative contractors and the cost for this taken from retention funds held for that scheme.
8.12	Inform the Contractor of any works that will be resolved through alternative contractors (due to a failure to resolve these defects within contract timescales) and the cost that will be deducted from the retention fund held for that scheme.
8.13	Maintain a register of costs for these corrective works resolved through alternative contractors so that the total costs can be deducted from the retention fund at the end of the defects liability period.
8.14	Issue all necessary statements etc. relating to the Final Account that may be required by the Employer or the lending authority.
8.15	Agree the Final Account with the Contractor and issue a final statement/certificate.
8.16	Advising the Employer on the identification of defects when there is any dispute.
8.17	Make arrangements for the Employer and contractor to be present at the end of defects inspection, giving adequate notice for relevant parties to attend.
8.18	Visit each property and prepare a list of defects for 'making good' by the contractor under the contract conditions.
8.19	Monitor the progress of the contractor making good of any defects listed in the end of defects inspection. After the contractor has completed works to the properties arrange a further visit to inspect works. Prepare a list of any outstanding defects and ensure that these are completed by the contractor within contract timescales. Note: copies of all correspondence and defects/snagging lists must be sent to both the contractor and the Employer.
8.20	Obtain written confirmation from the planning authority that all obligations relating to section agreements have been fully discharged for the purposes of the contract.
8.21	Issue Certificate of Making Good Defects with the agreement of the Employer.
8.22	Assist the Employer in resolving any latent defects that occur during the life of the contract that should reasonably have been foreseen during the construction period and during the defects liability period. This is to be without any additional charge to resolve.
9.0	RIBA Stage 7 - In-Use
9.1	Within 12 months of handover, participate in a workshop review of the project to assess Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.
9.2	Manage completion of tasks in Handover Strategy.
9.3	Manage updating of Project Information.

Scope of Services

B.2: Employer's Agent Services

Service: Cost Consultant

Ref	Scope of Service
1.0	General Services
1.1	You are expected to undertake all duties expected of a Cost Consultant[/Quantity Surveyor. Generally, managing all costs relating to the project and, when stipulated, co-ordinating and project managing the scheme on behalf of the Authority and drawing the attention of the Authority to any conflict between its instructions or requirements and your own professional judgement; including recommending to the Authority what steps to take in respect of any dispute on the contract and/or final account.
1.2	You shall conform to the current version Quantity Surveyor Services document published by the RICS. All core services shall be adhered as relevant. You should also conform to all relevant Practice Statements, Guidance Notes and information papers published by the RICS.
1.3	Any supplementary services detailed in the letter of appointment should be undertaken in addition to those within this schedule.
1.4	We expect you to manage all costs relating to the project, from initial calculations to the final figures, seek to minimise the costs of the project to the Authority (The Client) whilst enhancing value for money, and achieving the required standards and quality.
1.5	You will perform your duties so as to comply with the Construction (Design & Management) Regulations 2015 and the requirements of any relevant planning approval, building regulations, or other consents or approvals as deemed necessary for the satisfactory completion of the project.
1.6	More specifically you will be expected to carry out the following: a) To perform all those duties expected of a cost consultant pertaining to the project, extending from feasibility phase through to the construction phase to issue of the Certificate of Practical Completion, the defects liability period, the issue of the Certificate of Making Good Defects, settling the final account. b) Where directed by the Client you are to act as the lead project consultant and co-operate with any other consultants, the contractor and its sub- contractors ensuring all elements of the works are properly coordinated. In addition to the matters in this schedule, you shall liaise with all other members of the Authority's professional team, including any support consultants, in order to work towards the objective that all members of the professional team are fully briefed upon the relevant activities of other members of the team and this shall be a reciprocal duty of all members of the professional team accordingly. c) You are expected to have a full understanding and knowledge of the Employer's Design Guidance Notes, Employer's Requirements and the site specific brief and budget. d) If you become aware at any time of any conflict of interest or requirements you shall inform us immediately so the most appropriate course of action can be discussed. e) Participate pro-actively in any collaborative design / project management system that the Authority deem appropriate from time to time. f) In line with the Public Services (Social Value) Act 2012, applicants are required to demonstrate how they will provide social value as part of their project specific brief to the Authority. This should outline how the applicant aims to contribute to maximising community benefit to the area in which the project is being delivered, such as through local employment, apprenticeships, community volunteering or other forms of demonstrable social investment . It should also include an explanation of how this will contribute to improving the area's economic, social and/or environmental wellbeing.
1.7	The Authority must be advised in writing, at the earliest opportunity, if discrepancies exist between requirements or if any item contained in the foregoing is at variance with your professional opinion.

Ref	Scope of Service
1.8	Any departure from the above requirements must be bythe express written agreement of the Authority, and by accepting this appointment you have agreed that any briefing requirement does not diminish your duty of care and responsibility for compliance of design, supervision and administration of the project. This however, should not limit your ability and duty to advise upon and co-ordinate the scheme, or to draw to the attention of the Authority any conflict between its instructions and your professional judgment in carrying out the works.
1.9	It is a condition of this appointment that the function of the cost consultant will be supervised executively at partner/director level. Day-to-day work is to be carried out by personnel who are suitably qualified and experienced as appropriate to their role in the process.
2.0	RIBA Stage 0 - Strategic Definition
2.1	
2.2	
2.3	
2.4	
3.0	RIBA Stage 1 - Preparation & Brief
3.1	
3.2	
3.3	
3.4	
4.0	RIBA Stage 2 - Concept Design
4.1	Work with the Lead Designer to consider Concept Designs and prepare outline cost plans for the Project
4.2	Participate in Design Team meetings and provide advice and support as necessary, to progress the development of the Concept Designs prepared by the Lead Designer, inlcuding any input into reports and other documentation provided by the Lead Designer.
5.0	RIBA Stage 3 - Developed Design
5.1	Receive the Authority's instructions for initial brief. Clarify, roles and responsibilities in relation to other consultants
5.2	Understand the Authority's needs and objectives, business case and possible constraints on development.
5.3	Visit the site, carry out initial inspections and advise the Authority of any concerns.
5.4	Advise on and assist with the production of the Employer's Requirements as this evolves throughout the project.
5.5	Attend feasibility design reviews and other meetings as required.
5.6	Provide building cost information on each design option to enable the Authority to prepare its financial assessment and feasibility studies. Update this information as required. Within this, highlight base cost (£/sqm) assumptions, abnormal items, allowances for design fees, statutory fees and contingencies for approval by the Authority. The Authority will advise on the required format
5.7	Provide a feasibility estimate based upon benchmark cost per sqm for projects of a similar nature. Agree with the Authority what should and should not be included in the estimate as well as floor areas. Advise on any exceptional and/or abnormal costs. At feasibility stage it is likely that there will be a level of uncertainty on design, specification ground conditions etc. Specific allowances based on knowledge of the proposed scheme and location and to be agreed with the Authority should be allocated to these items to enable the Client to take a view on the construction risk of the project
5.8	Assist as required with the submission of documentation to third parties who have an interest in the project
5.9	Advise on the scope of future services

Ref	Scope of Service
5.10	Undertake a preliminary technical appraisal of the project sufficient to enable the Authority to decide whether and in what form to proceed. The appraisal shall include advice on the need for specialist consultants, procurement and suggested tender procedures (adhering to OJEU procurement procedures where relevant) and an outline programme for completion of the works including dates for tender invitation, tender return, start on site and practical completion, for approval by the Authority.
5.11	Provide an order of cost estimate in accordance with the NRM (New rules of measurement). Where the design is sufficiently developed provide detailed costing of key elements (e.g. façade materiality, fit out etc). If the design is insufficiently developed state your allowances and assumptions. Include allowances for site abnormals and make clear how you provide for Construction Period Inflation (the period between date of tender return and contract completion) and your estimate for Tender Price inflation (the period between the date of the cost plan and the date of tender return). Confirm your verification of net and gross areas.
5.12	Advise the Authority of benchmark comparators to support order of cost estimate and identify opportunities for cost savings. Advice to include the cost of alternative design and construction options. the Authority will advise on the required format for such cost advice.
5.13	Provide all necessary reasonable assistance to the Authority and the Authority's legal representatives in securing the acquisition of the site and any related agreements.
5.14	Agree updated brief with the Authority to include latest versions of the Authority and statutory requirements.
5.15	Assess the feasibility of the Authority's requirements; review with the Authority alternative design, tender and construction approaches and their cost implications.
5.16	Advise the Authority on costs for demolition, strip-out, site investigation and enabling works
5.17	Provide an updated Cost Plan based upon an NRM elemental breakdown (including completion of an updated Standard Summary Sheet; verification of net and gross areas; inflation assumptions and provision of benchmark comparators). Agree the Cost Plan with the Authority including floor areas. Explain the Cost Plan to the Design Team and the Authority and advise on potential savings resulting from alternative forms of construction. Hold Cost Management Meetings with the Design Team and the Authority and throughout the design development process advise on any elements of construction that do not comply with the Cost Plan allowance. This Cost Plan should show costs for different options The Authority will advise on the required format for such cost advice.
5.18	Carry out interim updates/cost trackers to ensure the Authority aware of cost movements as design progresses.
5.19	Produce a report in writing summarising the above, submitted to the Authority by the agreed date and to be updated as the project progresses.
5.20	In conjunction with the Authority 's appointed architect, agree with the Authority any changes required to the Authority's project brief in the light of the circumstances of the scheme.
5.21	Advise on the cost of the architect's and other consultants' design proposals, including, but not limited to, effects of site usage, shape of buildings and alternative forms of design and construction.
5.22	Through the design development stages, maintain a risk register and show any items not covered in the cost plan clearly identified in Exclusions list. Risk register to include non-negotiable items in the Authority's brief, t title issues, third party consents etc.
5.23	Scrutinise planning documents (e.g. Design and Access Statement, Landscaping Strategy, Energy Strategy) to ensure conformity with Cost Plan.
5.24	Advise the Authority on financial security issues and provide all necessary reasonable assistance with putting appropriate protection in place including, but not limited to: a) bonds; b) parent company guarantees; c) insurances; d) collateral warranties; e) appropriate level of retention.
6.0	RIBA Stage 4 - Technical Design
6.1	If required: Advise and provide recommendations on tendering and contractual procurement options.

Ref	Scope of Service
6.2	Advise on the cost and deliverability of the architect's and other consultants' design proposals for RIBA Stages 3 and 4
6.3	Revisit the Cost Plan provided at Stage 3 and prepare Formal Costs Plans (PTE) as per NRM (including completion of an updated Standard Summary Sheet; verification of net and gross areas; inflation assumptions and provision of benchmark comparators). Agree the Cost Plan with the Authority as well as floor areas. Explain the Cost Plan to the Design Team and us and advise on potential savings.
6.4	Carry out ongoing VE workshops and interim updates/cost trackers to ensure the Authority aware of cost movements as design progresses.
6.5	Advise and assist in the selection of prospective contractors including making enquiries and recommending suitable contractors for inclusion on a tender list taking into account the nature of the project and their experience, resources and references obtained. Interview prospective contractors and report thereon.
6.6	Liaise with, and provide sufficient information to enable the EA to compile the Tender Documentation to comprise: a) Employer's requirements (which will either be written by the Authority's agent or amended from the Authority's standard employer's requirements at the sole discretion of the Authority) b) Preliminary items c) Contract sum analysis d) contract amendments e) tender drawings and designer's risk assessments f) form of tender g) instructions for tendering h) schedules and other necessary documents and materials.
6.7	Advise the EA of any areas of uncertainty in the tender documents which could give rise to the return of qualified tenders and provide recommendations to address these.
6.8	Provide timely responses to the EA regarding queries from tendering contractors as appropriate.
6.9	Attend and supervise tender openings, as required by the Authority.
6.10	Prepare a formal report for the Authority on the tenders received, including, but not limited to the following, unless specifically stipulated by the Authority: a) comment on compliance with JCT Practice Note 6 – Main Contract Tendering; b) confirmation that the tender results demonstrate genuine competition between those tendering; c) identification of the tender recommended for acceptance; d) whether the recommended tender offers value for money, including a full analysis of the tendered sum, cash flow projections, payment requirements and a breakdown between works costs and on-costs; e) identification of any areas of risk; f) a reconciliation between the tender sum and earlier estimates of costs; g) advice on the acceptability of any provisional sums and any action to be taken in respect of such sums; h) a summary of compliance with the Authority's requirements and the project brief, highlighting any discrepancies between these and the tendered proposals; i) a summary of compliance with any funder's or sponsor's requirements j) if there is no recommendation, comment on reasons for this and advise on further options.
6.11	Following instructions from the Authority, negotiate with the recommended contractor to eliminate tender qualifications and provide a further report to the Authority, if necessary.
6.12	Advise on a detailed cost programme by the contractor.
6.13	Assist the Authority in getting the contractor to sign up to the Respect for People toolkit, Considerate Constructors Scheme and local labour or construction training initiative, where required.
6.14	If required, Discuss options with the Authority prior to works commencing, including amending the contract to allow the withholding of any payments to sub -contractors/consultants where a

Ref	Scope of Service
6.15	collateral warranty is required, but is not yet in place. Advise whether a sufficient amount of professional indemnity insurance cover is being offered by the consultants and sub-contractors concerned. Obtain details and provide those to the Authority.
7.0	RIBA Stage 5 - Construction
7.1	If required: Visit the site and carry out valuations of the works in progress at intervals appropriate to the stage of construction, ensuring the works are executed in compliance with the Building Contract. Check on the Authority's behalf that the agreed specification and drawings are being complied with
7.2	On a monthly basis, agree with the contractor the amount due for payment under the Building Contract in accordance with the payment terms of Construction Act (2011 amendments) and certify them for the Authority payment. Valuations should take account of any reports submitted by the Authority's site supervisor and/or compliance monitoring team only if formally identified as defective works.
7.3	Provide monthly cost and cash flow reports showing actual and anticipated spending throughout the contract with a breakdown of costs in accordance with the Authority's requirements. These reports are to show deviations to the projected financial spend, anticipated variations to the final account, summarise the effect of known and pending variations and predict the forecast final account sum. the Authority will advise on the required format for such cost advice.
7.4	Ensure the efficient cost management and monitoring of the project .
7.5	Advise at the earliest opportunity the requirement for any change or variation instruction.
7.6	If required Obtain the Authority's prior written agreement to any change or variation or instruction where: a) the agreed design and/or specification is proposed to be varied ; b) additional work is necessary beyond that included in the contract documents; c) it is likely that the total effect of variations may increase th e contract sum; d) any item of design or specification previously omitted is to be reinstated.
7.7	Liaise as necessary with the Authority and the contractor to ensure that designs or design changes proposed by the contractor during the works are received in good time for consideration and approval by the Authority.
7.8	Advise the Authority on any variations it may require, the potential cost/benefit of such variations and the most cost-effective way of obtaining the required changes. This advice is to include any implications for compliance with the Building Contract and achieving project brief objectives.
7.9	Exert proper cost control, and anticipate at the earliest possible opportunity all work necessary to complete the scheme.
7.10	Adjust minor variations in accordance with the terms of the Building Contract, prepare the final account and final statement and agree these with the contractor within two months following practical completion, certifying this to the Authority.
7.11	Provide Key Performance Indicator information for the main KPI's in accordance with the Building Contract.
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	Prepare and agree the final account with the Main Contractor within 3 months of Practical Completion.
9.0	RIBA Stage 7 - In-Use
9.1	Within 12 months of handover, participate in a workshop review of the project to assess Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Scope of Services

B.2: Employer's Agent Services

Service: CDM Adviser

Ref	Scope of Service
1.0	General Services
1.1	Liaise with the appointed Principal Designer and other parties to ensure the Client is able to comply with its duties under the CDM regulations 2015 (or as updated, amended or superseded)
1.2	Provide advice to the Client (Project Manager) throughout the planning, design and construction of a project, so that suitable arrangements are made for the health, safety and welfare of all those affected and involved in construction.
1.3	In relation to the project, the CDM Client Advisor will report directly to the Project Manager responsible for the scheme.
1.4	The Project Manager and CDM Client Advisor will meet at regular times in order to monitor the latter's performance.
2.0	RIBA Stage 0 - Strategic Definition
2.1	Carry out a site visit, take photos and feed back on H&S issues associated with the site and surrounding area.
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Provide advice and assistance on the preparation of the Client brief to ensure that it addresses the Client's duties under CDM Regulations 2015.
3.2	Provide advice to the Client on the appointment of suitably skilled, experienced and qualified Designers and Contractors.
4.0	RIBA Stage 2 - Concept Design
4.1	Assist the Client to identify and obtain the pre-construction information for the proposed project, liaising with the Principal Designer and other parties as necessary and providing the information to others as required
5.0	RIBA Stage 3 - Developed Design
5.1	Assist the Client in ensuring that the arrangements for managing health and safety during the pre-construction phase are working properly and that the Principal Designer is carrying out their duties under the CDM Regulations 2015.
5.2	Liaise with the Client and Principal Designer, including attendance at such meetings on the Client's behalf as may be necessary.
5.3	Liaise with the Client/Principal Designer to review designs and the health and safety information provided, audit the design risk management process and advise the Client accordingly
5.4	Update any information required by the HSE if applicable and submit revised notifications where required
5.5	Prepare reports to keep the Client informed as to the development of the design
6.0	RIBA Stage 4 - Technical Design
6.1	Assist the Client to identify and obtain the pre-construction information for the proposed project, liaising with the Principal Designer and other parties as necessary and providing the information to others as required.
6.2	Assist the Client in ensuring that the arrangements for managing health and safety during the pre-construction phase are working properly and that the Principal Designer is carrying out their duties under the CDM Regulations 2015.

Ref	Scope of Service
6.3	Preparing and issuing project notification (F10) on the Client's behalf, notifying the HSE of the details of the project.
6.4	Liaise with the Client and Principal Designer, including attendance at such meetings on the Client's behalf as may be necessary.
6.5	Liaise with the Client/Principal Designer to review designs and the health and safety information provided, audit the design risk management process and advise the Client accordingly
6.6	Liaise with the Client and Principal Designer and advise whether the design gives due consideration to the health and safety of those carrying out or affected by the construction phase, and those carrying out subsequent maintenance or using the facility after it has been completed.
6.7	Review and evaluate tenders from a health and safety viewpoint, advising the Client on the contractor's proposals for a Construction Phase plan and provision of welfare facilities
6.8	Update any information required by the HSE if applicable and submit revised notifications where required
6.9	Prepare reports to keep the Client informed as to the development of the design
7.0	RIBA Stage 5 - Construction
7.1	Update any information required by the HSE if applicable and submit revised notifications where required
7.2	Prepare reports to keep the Client informed as to the development of the design
7.3	Advise the Client in relation to the start of the construction phase and confirm that a construction phase plan is drawn up and that the Principal Contractor has provided welfare facilities to meet the requirements of the CDM regulations, liaise with the principal contractor to ensure that the Construction Phase Plan is suitably updated to reflect the works
7.4	Periodically monitor the Principal Contractor's performance to ensure compliance
7.5	Ensure that, as far as reasonably practicable, the Principal Contractor is complying with its obligations under the CDM Regulations 2015 during the Construction Phase
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	Advise the Client on the completion and handover arrangements and, where partial possession is taking place, advise on the adequacy of the arrangements in place for the health and safety of those in the areas handed over
8.2	Ensure as far as is reasonably practicable that the health and safety file is updated as necessary during the construction phase
8.3	Liaise with the Principal Designer or Principal Contractor as applicable so that the health and safety file may be completed, contains the necessary information and is delivered to the Client
8.4	Advise the Client on any key risks identified in the Health and Safety File that will need to be managed in the future
9.0	RIBA Stage 7 - In-Use
9.1	Where requested by the Client, provide advice in relation to H&S implications of any design amendments required to rectify a defect or latent defect

Appendix 8B.3

Specialist Testing Services

TESTING ELEMENT – SCOPE OF WORKS

PLAYZONE SCHEME

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TESTING ELEMENT – SCOPE OF WORKS – PLAYZONE SCHEME

CLIENT	The Football Foundation
CLIENT ADDRESS	N / A
CLIENT CONTACT	Mark Coulson – The Football Foundation

DOCUMENT NUMBER	N/A	
VERSION NUMBER & DATE	1.0	08/02/2023
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Introduction

Introduction
This document details the Criteria and Accreditations necessary to undertake the Framework Management Consultancy (FMC) and Specialist Testing Consultants (STC) role(s) for the PlayZone Scheme. This document should be used to facilitate tenders / commercial bids from qualified FMC & STC practices during a competitive process. This document explains the standard requirements of the FMC / STC for the PlayZone Scheme.

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Tender Information

General Qualifications / Information
At the time of tendering and throughout the duration of the PlayZone Scheme Framework, FMC shall ensure that as part of their submission they are / are linked with a STC accredited to undertake **BS EN 15330-1** and **BS EN 14877** completion testing. For the duration of the PlayZone Scheme Framework, both the FMC and STC shall remain commercially independent of all Framework Suppliers, synthetic turf manufacturers and sports field contractors, and shall not participate in any design or consultancy works related to a project that forms part of the scheme. In addition, and to ensure transparency, both the FMC & STC shall provide confidential quarterly reports to The Football Foundation listing any testing or consultancy projects undertaken for any Framework Supplier. If The Football Foundation become concerned that the impartiality could be compromised by a disproportionate amount of work being undertaken for one or more Framework Supplier(s), they reserve the right to review and terminate the FMC / STC's role within the PlayZone Scheme Framework. The FMC / STC shall ensure that appropriate safeguarding policies and procedures in place, as there is potential for projects to involve interaction with children, young people, and/or adults at risk. The FMC / STC shall have a suitable Professional Indemnity Insurance for the key stage inspection and testing of synthetic sports pitches. The minimum level of cover shall be £2,000,000. The STC shall ensure that all key stage inspections / completion testing is carried out by a technician that has either a degree in civil engineering or at least five years' experience within the synthetic turf sports pitch construction sector.

Specific Qualifications
At the time of tendering and throughout the duration of the PlayZone Scheme Framework, the STC shall be able to undertake the following tests that follow the quality management and calibration procedures of ISO 17025: • California Bearing Ratio of formations in accordance with BS 1377-9 **or** using a Dynamic Cone Penetrometer in accordance with BS 5930 • Spot Levels to determine layer thicknesses, slopes and profiles • Surface Modulus of sub-bases using a Light Weight Deflectometer (LWD) in accordance with BS 1924 Clause 9.2 • Water Permeability for base constructions and playing surfaces in accordance with BS EN 12616 **and/or** ASTM F2898 **The STC shall ensure that throughout the PlayZone Scheme Framework, the tests listed above are formally included in their ISO 17025 (UKAS or similar) accredited testing schedule.**

Inspections & Tests
The STC shall be responsible for organising and scheduling site inspections and field tests in conjunction with the Framework Supplier. The Framework Supplier should give a minimum of two working days' advance notice of when a particular stage of the works will be ready for inspection, and the STC will then ensure the inspection is carried out on the agreed date. *(Notifications given after 3.00pm shall be considered as being given the following day).*

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Email confirmation of the agreed date and nominal time for any inspections shall be issued by the STC to the Framework Supplier and FMC.

If the STC attends site on the agreed date and finds works are incomplete so the inspection cannot be fully carried out (warranting a further visit need), the abortive visit costs incurred by the STC, including any expenses, shall be borne by the Framework Supplier.

If the STC fails to attend site on the agreed date and this results in the Framework Supplier having to reschedule planned works, experience downtime or other delays, the STC will be liable for any costs incurred by the Framework Supplier. Any costs shall be agreed between the Framework Supplier and STC.

If the STC attends site on the agreed date and finds works are not satisfactory to allow a report to proceed to the next key stage, the re-test visit costs incurred by the STC, including any expenses, shall be borne by the Framework Supplier.

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Section 1 – Pre-Start & Progress Meetings

1.0 – Pre-Start & Progress Meetings	
Reference	**Minimum Work Requirements**
1.01	**Pre-Start Meeting** Prior to the on-site start of each project, the FMC shall arrange an on-site pre-start meeting with the Client / Supplier / Sports Pitch Contractor as necessary. An agenda should be produced and submitted to all relevant stakeholders prior to the meeting involving the following key topics (and any additional topics as required): • Health and Safety Matters (including site rules / vehicle movement / delivery arrangements / liaison with staff / etc) • Tender Submission & Contract Finalisation • Sub-Contractor Information • Contractor Insurances (if not already received) • Programme of Works • Arrangements for any Instructions / Valuations / Payments • Any other business The FMC will be responsible for writing up minutes from the meeting and submitting to all relevant stakeholders, ensuring that any actions noted during the pre-start meeting are undertaken.
1.02	**Progress Meetings** During each project, the FMC shall arrange an on-site progress meeting with the Client / Supplier / Sports Pitch Contractor as necessary. An agenda should be produced and submitted to all relevant stakeholders prior to the meeting involving the following key topics (and any additional topics as required): • Health and Safety Matters (including site rules / vehicle movement / delivery arrangements / liaison with staff / etc) • Progress Status • Programme of Works • Arrangements for any Instructions / Valuations / Payments • Any other business The FMC will be responsible for writing up minutes from the meeting and submitting to all relevant stakeholders, ensuring that any actions noted during the progress meeting are undertaken.

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Section 2 – Construction Contract

2.0 – Construction Contract	
Reference	**Minimum Work Requirements**
2.01	**JCT Contract** The FMC shall produce a construction contract and shall arrange contract to be signed by both Contractor and Client (likely to be JCT Contract Minor Works (with contractors design). Following signature, this document will be stored by the FMC as part of the works documentation.

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Section 3 – Formation & Drainage Key Stage Inspection

3.0 – Formation & Drainage Key Stage Inspection	
Reference	**Minimum Work Requirements**
3.01	**General** The STC shall arrange with the Framework Supplier an inspection of the formation & drainage works when completed. Formation & Drainage testing shall include: • Dimensions • Levels and Slope • Californian Bearing Ratio Testing • Surface Regularity Testing • Drainage Levels • Drainage Specification • Porosity Testing The STC shall format the results of the inspection in a report to be shared with relevant stakeholders, with conclusion as to the ability to proceed to the next key stage. The report should be issued by the STC within five working days of the inspection. In the event of any defects / non-conforming items of work being identified, these shall be notified to the Framework Supplier within one working day of the inspection.
3.02	**Dimensions** The dimensions of the footprint shall be checked using a calibrated steel tape measure, ensuring the Framework Supplier is building the pitch to the desired design dimensions.
3.03	**Levels and Slope** The levels of the formation layer should be checked using adequate calibrated surveying equipment. Due to the proposed design sizes, it is proposed that a 5x5m grid of levels is undertaken per pitch.
3.04	**Californian Bearing Ratio Testing** California Bearing Ratio testing of formation layer should be undertaken in accordance with BS 1377-9 **or** using a Dynamic Cone Penetrometer in accordance with BS 5930. Due to the proposed design sizes, it is proposed that 3Nr locations are tested per pitch *(more if required due to ground conditions).*
3.05	**Surface Regularity Testing** Surface regularity testing in accordance with EN13606-7 shall be undertaken across the pitch footprint.
3.06	**Drainage Levels** Drainage levels should be checked using adequate calibrated surveying equipment.
3.07	**Drainage Specification** Checks should be made to ensure the drainage system has been installed as per the Framework Supplier's design.
3.08	**Porosity Testing** Porosity testing in accordance with BS EN 12616 **and/or** ASTM F2898 should be carried out to the drainage medium. Due to the proposed design sizes, it is proposed that 3Nr locations are tested per pitch.

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Section 4 – Sub Base & Kerbs Key Stage Inspection

4.0 – Sub Base & Kerbs Key Stage Inspection	
Reference	**Minimum Work Requirements**
4.01	**General** The STC shall arrange with the Framework Supplier an inspection of the sub base & kerbs works when completed. Sub Base & Kerbs testing shall include: • Dimensions • Levels, Thickness and Slope • Surface Modulus Testing • Surface Regularity Testing • Porosity Testing • Kerb Levels The STC shall format the results of the inspection in a report to be shared with relevant stakeholders, with conclusion as to the ability to proceed to the next key stage. The report should be issued by the STC within five working days of the inspection. In the event of any defects / non-conforming items of work being identified, these shall be notified to the Framework Supplier within one working day of the inspection.
4.02	**Dimensions** The dimensions of the footprint shall be checked using a calibrated steel tape measure, ensuring the Framework Supplier is building the pitch to the desired design dimensions.
4.03	**Levels, Thickness and Slope** The levels of the sub base layer should be checked using adequate calibrated surveying equipment. Due to the proposed design sizes, it is proposed that a 5x5m grid of levels is undertaken per pitch.
4.04	**Surface Modulus Testing** Surface Modulus Testing of the sub base layer should be undertaken using a Light Weight Deflectometer (LWD) in accordance with BS 1924 Clause 9.2 Due to the proposed design sizes, it is proposed that 3Nr locations are tested per pitch *(more if required due to sub base conditions).*
4.05	**Surface Regularity Testing** Surface regularity testing in accordance with EN13606-7 shall be undertaken across the pitch footprint.
4.06	**Porosity Testing** Porosity testing in accordance with BS EN 12616 **and/or** ASTM F2898 should be carried out to the sub base medium. Due to the proposed design sizes, it is proposed that 3Nr locations are tested per pitch.
4.07	**Kerb Levels** The levels of the kerbing should be checked using adequate calibrated surveying equipment. Due to the proposed design sizes, it is proposed that levels are recorded every 5Lm on the kerbs per pitch.

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Section 5 – Asphalt Base Key Stage Inspection

5.0 – Asphalt Base Key Stage Inspection	
Reference	**Minimum Work Requirements**
5.01	**General** The STC shall arrange with the Framework Supplier an inspection of the asphalt base works when completed. Asphalt Base testing shall include: • Dimensions • Levels, Thickness and Slope • Surface Regularity Testing • Porosity Testing The STC shall format the results of the inspection in a report to be shared with relevant stakeholders, with conclusion as to the ability to proceed to the next key stage. The report should be issued by the STC within five working days of the inspection. In the event of any defects / non-conforming items of work being identified, these shall be notified to the Framework Supplier within one working day of the inspection.
5.02	**Dimensions** The dimensions of the footprint shall be checked using a calibrated steel tape measure, ensuring the Framework Supplier is building the pitch to the desired design dimensions.
5.03	**Levels, Thickness and Slope** The levels of the asphalt base layer should be checked using adequate calibrated surveying equipment. Due to the proposed design sizes, it is proposed that a 5x5m grid of levels is undertaken per pitch.
5.04	**Surface Regularity Testing** Surface regularity testing in accordance with EN13606-7 shall be undertaken across the pitch footprint.
5.05	**Porosity Testing** Porosity testing in accordance with BS EN 12616 **and/or** ASTM F2898 should be carried out to the asphalt layer. Due to the proposed design sizes, it is proposed that 3Nr locations are tested per pitch.

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Section 6 – Shockpad Inspection

6.0A – Shockpad Key Stage Inspection (Prefabricated)	
Reference	**Minimum Work Requirements**
6.01A	**General** The STC shall arrange with the Framework Supplier an inspection of the shockpad works when completed. Prefabricated Shockpad testing on samples of the shockpad shall include: • Thickness • Porosity Testing • Tensile Strength • Shock Absorption / Deformation The STC shall format the results of the inspection in a report to be shared with relevant stakeholders, with conclusion as to the ability to proceed to the next key stage. The report should be issued by the STC within five working days of the inspection. In the event of any defects / non-conforming items of work being identified, these shall be notified to the Framework Supplier within one working day of the inspection.
6.02A	**Thickness** The thickness of the prefabricated shockpad layer shall be checked in accordance with BS EN 1969.
6.03A	**Porosity Testing** Porosity testing in accordance with BS EN 12616 **and/or** ASTM F2898 should be carried out to the prefabricated shockpad layer.
6.04A	**Tensile Strength** Tensile Strength testing of 2Nr samples taken from the pitch footprint should be tested in the laboratory in accordance with BS EN 12230.
6.05A	**Shock Absorption / Deformation** Shock Absorption / Deformation of 2Nr samples taken from the pitch footprint should be tested in the laboratory in accordance with EN 14808 / EN14809.

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6.0B – Shockpad Key Stage Inspection (In-Situ)	
Reference	**Minimum Work Requirements**
6.01B	**General** The STC shall arrange with the Framework Supplier an inspection of the shockpad works when completed. In-Situ Shockpad testing shall include: • Dimensions • Thickness • Surface Regularity Testing • Porosity Testing • Tensile Strength • Shock Absorption / Deformation The STC shall format the results of the inspection in a report to be shared with relevant stakeholders, with conclusion as to the ability to proceed to the next key stage. The report should be issued by the STC within five working days of the inspection. In the event of any defects / non-conforming items of work being identified, these shall be notified to the Framework Supplier within one working day of the inspection.
6.02B	**Dimensions** The dimensions of the footprint shall be checked using a calibrated steel tape measure, ensuring the Framework Supplier is building the pitch to the desired design dimensions.
6.03B	**Thickness** The thickness of the in-situ shockpad layer shall be checked in accordance with BS EN 1969. Due to the proposed design sizes, it is proposed that a 5x5m grid of thickness readings are undertaken per pitch.
6.04B	**Surface Regularity Testing** Surface regularity testing in accordance with EN13606-7 shall be undertaken across the pitch footprint.
6.05B	**Porosity Testing** Porosity testing in accordance with BS EN 12616 **and/or** ASTM F2898 should be carried out to the shockpad layer. Due to the proposed design sizes, it is proposed that 3Nr locations are tested per pitch.
6.06B	**Tensile Strength** Tensile Strength testing of 2Nr samples taken from the pitch footprint should be tested in the laboratory in accordance with BS EN 12230.
6.07B	**Shock Absorption / Deformation** Shock Absorption / Deformation of 2Nr samples taken from the pitch footprint should be tested in the laboratory in accordance with EN 14808 / EN14809.

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Section 7 – Completion Testing

7.0A – Completion Testing (EN 15330-1)	
Reference	**Minimum Work Requirements**
7.01A	**General** The STC shall arrange with the Framework Supplier an inspection of the completed works. Completion testing on the works shall include: • BS EN 15330-1 testing The STC shall format the results of the inspection in a report to be shared with relevant stakeholders, with conclusion as to the ability to proceed to the next key stage. The report should be issued by the STC within five working days of the inspection. In the event of any defects / non-conforming items of work being identified, these shall be notified to the Framework Supplier within one working day of the inspection.

7.0B – Completion Testing (EN 14877)	
Reference	**Minimum Work Requirements**
7.01B	**General** The STC shall arrange with the Framework Supplier an inspection of the completed works. Completion testing on the works shall include: • BS EN 14877 testing The STC shall format the results of the inspection in a report to be shared with relevant stakeholders, with conclusion as to the ability to proceed to the next key stage. The report should be issued by the STC within five working days of the inspection. In the event of any defects / non-conforming items of work being identified, these shall be notified to the Framework Supplier within one working day of the inspection.

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Section 8 – Contract Administration

8.0 – Contract Administration	
Reference	**Minimum Work Requirements**
8.01	**General** The FMC shall act as the contract administrator for the scheme, undertaking the following usual parts of all contract administration matters: • Valuations • RFI's and Instructions • Issue Resolution • Contract Completion Certification The FMC will be responsible for producing any relevant contract documentation throughout the project and ensure that the dialogue between Client and Contractor is maintained to a good standard throughout.

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Section 9 – Post Construction Phase Contract Administration

9.0 – Post Construction Phase Contract Administration	
Reference	**Minimum Work Requirements**
9.01	**General** The FMC shall act as the post construction phase contract administrator for the scheme, undertaking the following usual parts of all post construction phase contract administration matters: • Snagging List • Issue Resolution • End of Defects Liability Period Contract Completion Certification The FMC will be responsible for producing any relevant contract documentation throughout the end of defects period and ensure that the dialogue between Client and Contractor is maintained to a good standard throughout if required.

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Appendix 8C

FAC-1 Briefing Paper

FAC-1 FRAMEWORK ALLIANCE CONTRACT
BRIEFING PAPER

Professor David Mosey, Centre of Construction Law, King's College London

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What is the FAC-1 Framework Alliance Contract?

The **FAC-1** *Framework Alliance Contract* was published by the Association of Consultant Architects in June 2016 and is a standard form unlike any other, creating a stable platform for innovation and collaborative working in any jurisdiction and across any type of works, services and supplies. It can be purchased in hard copy from bookshops and from the Association of Consultant Architects (**01959928412, email-office @acarchitects.co.uk**) who will also advise on its electronic availability.

This is an interim Briefing Paper. A Guide to **FAC-1** is due to be published in July 2016 followed by the related **TAC-1** Term Alliance Contract.

Developed through wide-ranging consultation and analysis of trial projects, **FAC-1** provides a new means to adopt and embed improved working practices while retaining flexibility as to the choice of accompanying project contract forms.

FAC-1 and its Guide are designed to provide an accessible and versatile basis for any framework and alliance, enabling:

- preparatory procedures for the award of projects;
- shared knowledge and techniques between teams and across industry sectors;
- better procurement with reduced drafting costs and bid costs;
- improved working practices at all levels of the supply chain.

The **FAC-1** *Framework Alliance Contract*:

- enables a *Client* (and potentially *Additional Clients*) to enter into *Project Contracts* for works, services or supplies through the implementation by an *Alliance Manager* of a *Direct Award Procedure* and/or *Competitive Award Procedure*;
- appoints all *Alliance Members*, including the *Alliance Manager*, under a single multi-party contract;
- provides a contractual system for the *Client* to issue early *Orders* instructing works, services or supplies in advance of award of a *Project Contract*, without the cost or risk involved in bespoke letters of intent;
- creates a collaborative *Alliance* between the *Client*, the *Alliance Manager* and all contractors, consultants or suppliers appointed as *Alliance Members* so that they can work together to achieve greater efficiency, cost savings and other *Improved Value*.

FAC-1 provisions include:

- shared *Objectives*, *Success Measures*, *Targets* and *Incentives* among the *Client* and all other *Alliance Members*;
- a *Core Group* to review new proposals and undertake non-adversarial dispute resolution;
- a *Direct Award Procedure* and/or *Competitive Award Procedure*, each leading to *Project Contracts* based on a set of agreed *Template Project Documents*;
- links to Building Information Modelling (*BIM*) in the *Framework Documents* and *Template Project Documents*;

- links to the proven *Supply Chain Collaboration* system to achieve *Improved Value* among *Alliance Members*, each within agreed timescales;
- a shared *Framework Brief* with separate confidential agreement of each *Alliance Member's Framework Prices* and *Framework Proposals*;
- joint *Risk Management* using a shared *Risk Register*;
- provision for expansion of the *Alliance* to include *Additional Clients* and other *Additional Alliance Members* under a standard form *Joining Agreement*;
- a separate schedule for the *Legal Requirements* of any country and *Special Terms* agreed by *Alliance Members*.

Background

In early 2015 the Association of Consultant Architects ("ACA") invited the King's College London Centre of Construction Law to create a new form of *Framework Alliance Contract*.

A draft *Framework Alliance Contract* was produced in July 2015 and was sent to over 120 organisations for review and consultation. Feedback was discussed at a conference organised by the ACA in October 2015, with agreed amendments incorporated following that conference and following additional consultation responses.

An Open Forum conference organised by the King's College London Centre of Construction Law in February 2016, together with additional recommendations emerging from that conference, represented the final stage of consultation that informed the publication of **FAC-1** in June 2016.

Why a new standard form?

Clients and teams can improve value under a framework or alliance, using a pipeline of work to build on their experience and establish more efficient working practices, without the need to re-procure a new team for every project.

But if each if framework or alliance agreement is a bespoke document, it is more costly for clients to initiate and harder for framework teams to understand and bid against. If clients do not offer a consistent approach, it is also harder to compare value and to embed good practice.

Project contracts and standard forms

Improved Value can be created at a strategic level using collaborative systems that precede the award of individual *Project Contracts*. The *Framework Alliance Contract* is not itself a *Project Contract* form and is designed for use with any one or more *Project Contract* forms.

For example, the *Framework Alliance Contract* is compatible with all and any combination of the following standard form project contracts:

- any of the FIDIC/ICC/JCT/NEC/PPC contract forms, sub-contracts and term contracts;
- any of the ACA/ACE/CIC/FIDIC/JCT/NEC/RIBA/RICS consultant appointments.

Successful frameworks and alliances

The **FAC-1** *Framework Alliance Contract* builds on the experience of successful frameworks and alliances.

For example, its use of *Supply Chain Collaboration* enables a new approach to engagement with tier 2/3 sub-contractors, manufacturers and suppliers that has been tested in practice and that has been shown to be compliant with the Public Contracts Regulations 2015.

This has led to demonstration of *Improved Value* through:

- greater engagement of local and regional businesses;
- new local and regional employment and skills initiatives;
- recycling and other *Sustainability* initiatives;
- positive feedback from *Users* and *Stakeholders.*

FAC-1 is based on best practice guidance drawn from analysis of results achieved on frameworks and alliances documented in:

- Effectiveness of Frameworks, part of the UK Government 2011 Construction Strategy;
- Infrastructure Client Group Alliancing Best Practice 2014 and Alliancing Code of Practice 2015;
- Effective Construction Frameworks, Local Government Association 2016, and related guidance issued by the National Association of Construction Frameworks.

Alliancing through multi-party arrangements with shared goals should be a feature of every framework. **FAC-1** creates a single multi-party framework alliance between the *Client*, *Alliance Manager* and all other *Alliance Members* so that they work more effectively in direct relationships with each other.

FAC-1 also provides the basis for alliancing by contractors, consultants and suppliers working on complementary or related *Projects.* It reflects, for example, the following recommendations of the Infrastructure Client Group Alliancing Code of Practice:

- ***Governance***

  "A proposed management structure for the alliance … set out and … a clear representation of the leadership roles required."
- ***Supply Chain Collaboration***

  "Extended supply chain members … engaged at an early stage to harness their capability and secure their input into the programme and project delivery strategy."

  "Responsibility for integration of the extended supply chain … defined within the management team."

  "A consistent supply chain engagement process … established ensuring that the supply chain sees a consistent and equitable approach across all aspects of procurement."
- **Duration**

  "The duration of the alliance is clearly defined and an initial exit strategy is in place providing for effective close-out of the alliance."
- ***Timetable***

  "An end-to-end delivery process … that provides a clear route for the programme or project to progress, including key gateways and milestones."

Procurement models and prices

FAC-1 is compatible with any project procurement model under its *Direct Award Procedure* and *Competitive Award Procedure*. For example, it can support:

- traditional or design and build or construction management procurement models, with any level or combination of contributions from design consultants, tier 1 contractors and tier 2/3 sub-contractors/suppliers
- integration of contributions under an alliance comprising different specialists working under related *Project Contracts*
- integration of the capital and operational phases of each *Project.*

For early involvement of tier 1 contractors and tier 2/3 sub-contractors and suppliers, **FAC-1** draws on evidence obtained from the UK Government *"Trial Projects"* through use of the *"Two Stage Open Book", "Cost Led Procurement"* and *"Integrated Project Insurance"* procurement and delivery processes.

Limited early involvement on a *Project* can be achieved under the *Framework Alliance Contract* by issue of *Orders* in respect of *Pre-Contract Activities*. *Orders* need to be integrated with the terms of the relevant *Project Contracts* and are not a substitute for a more structured approach to early tier 1/2/3 contractor involvement.

Framework Prices will vary according to whether the *Framework Alliance Contract* governs the appointment of consultants, tier 1 contractors, tier 2/3 sub-contractors/manufacturers/suppliers or a combination of different roles and disciplines.

There is an option for *Framework Prices* (which are confidential as between the *Client* and each other *Alliance Member*) to identify *Profit* and *Overheads* and for *Agreed Prices* in respect of each *Project* to be established on an *Open-Book* basis, both of which will be essential in order to gain *Improved Value* from joint *Alliance Activities.*

There is provision for agreed payment in respect of *Pre-Contract Activities* and *Alliance Activities.*

Building Information Modelling

FAC-1 provides the option for Building Information Modelling (*BIM*) to underpin the agreed approaches to design, supply chain engagement, costing, *Risk Management* and programming set out for example:

- in relation to the *Framework Programme* in the *Framework Documents*
- in relation to each *Project* in the *Template Project Documents*.

Consultation on FAC-1

FAC-1 has been subject to extensive industry consultation in the UK and other jurisdictions. Contributions have been received from over 120 leading clients, contractors, consultants, lawyers and academics:

- *"This revolutionises the value of frameworks – and keeps them alive throughout the term*" - Antony Silk, Director of Procurement, Amicus Horizon
- *"I like the style which is easy to read. I also like the concept of the Framework Alliance which draws the parties together"* - David Ferroussat, Infrastructure Procurement Director, Heathrow Airport
- *"I like the idea of a standard Framework Alliance Contract, especially one that can be used with other forms of contract"* - Gareth Stephens, Associate Commercial Director, Mulalley Construction
- *"This is an excellent contract. It is a working tool rather than something you sign at the start and forget about"* - Jason Russell, Assistant Director of Highways, Surrey County Council
- *"The development of the Framework Alliance Contract is a most welcome initiative"* - Ellis Baker, Head of Construction and Engineering, White and Case.

A full list of the Consultation Group members and examples of their feedback will be published as part of the **FAC-1** Guide.

Appendix 8D

Two Stage Design & Build Route

Appendix 8D
Two Stage "Design & Build" Route

KEY

PCSA - Pre-Construction Services Agreement
FMC - Framework Managing Consultant
PZP - PlayZone Provider
AM - Alliance Manager

Schedule 9
Framework Proposals

The *Framework Proposals* shall be held by the *Client* and the *Framework Proposal* relevant to each *Contractor* and *Alliance Manager* shall be shared and distributed in accordance with Clauses 1.12 and 1.13 of the *Framework Alliance Contract*.

FF Playzone Framework Alliance Contract FAC-1

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