

DATE

6th April

2020

- (1) The Football Foundation**
- (2) Robinson Low Francis LLP**
- (3) Sports Labs Ltd**
- (4) Co Creation Grass Ltd**
- (5) Lano Sports NV**
- (6) Limonta Smith JV Ltd**
- (7) Tarkett Sports**
- (8) TigerTurf UK Ltd**
- (9) SIS Pitches UK Ltd**

**Framework Alliance Contract
Supplier Framework for Artificial
Grass Pitches**

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000

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FRAMEWORK ALLIANCE CONTRACT

FRAMEWORK ALLIANCE AGREEMENT

A FRAMEWORK ALLIANCE CONTRACT is created the day of

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 10 Eastbourne Terrace, London, W2 6LG (the '**Client**' which expression shall include a successor in title (including a statutory successor in title) and/or permitted assignees); and
- (2) **Co Creation Grass Ltd** (company number: 9132080375795608X5) whose registered address is Unit 2, Mirror Tower, 61 Mody Street, TSIM SHA TSUI, Kowloon, Hong Kong
- (3) **Lano Sports NV** (company number: 0434.839.815 (Belgian Crossroads Bank for Enterprises)) whose registered address is Venetiëlaan 33, 8530 Harelbeke, Belgium
- (4) **Limonta Smith JV Ltd** (company number: 07276702) whose registered address is C/O Smith Construction (Heckington) Ltd, Station Road, Heckington, Sleaford, Lincolnshire, NG34 9NF
- (5) **FieldTurf Tarkett SAS** (company number: 452 835 242 RCS NANTERRE) whose registered address is 1 Terrasse Bellini, Tour Initiale 92919, Paris La Defense, France
- (6) **TigerTurf UK Ltd** (company number: 04024456) whose registered address is 229 Ikon Trading Estate, Droitwich Road, Kidderminster, DY10 4EU
- (7) **SIS Pitches UK Ltd** (company number: 4235291) whose registered address is Glasson Ind. Estate, Maryport, CA15 8NT

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

- (8) **Robinson Low Francis LLP** (company number: OC309255) whose registered address is 26 Finsbury Square, London, EC2A 1DS
- (9) **Sports Labs Ltd** (company number: SC186775) whose registered address is 1 Adam Square, Brucefield Industry Park, Livingston, EH54 9DE

each a '**Consultant**' and together the '**Consultants**'.

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 an OJEU Notice number: 2019/S 172-418835 published on 02/09/2019 and subsequent participation in a tender process.

- (C) Each *Consultant* has been appointed as a consultant following their response to an OJEU Notice number 2019/S 170-415626 published on 02/09/2019 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:

Dean Potter	appointed by The Football Foundation
Chris Barry	appointed by The Football Foundation
David Harris	appointed by Robinson Low Francis LLP
Keith Macpherson	appointed by Sports Labs Ltd
Bryn Lee	appointed by Co Creation Grass Ltd
Rick Thorley	appointed by Lano Sports NV
Hannah North	appointed by Limonta Smith JV Ltd
Gilly Burrows	appointed by FieldTurf Tarkett SAS
Paul Langford	appointed by TigerTurf UK Ltd
Paul Barker	appointed by SIS Pitches UK Ltd

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	<p>The following <i>Additional Clients</i> and/or other <i>Additional Alliance Members</i> may join the <i>Alliance</i> in accordance with clause 1.11:</p> <p>[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); Education Bodies in the UK (Including Maintained Schools, Academies, Free Schools, University Technical Colleges, Further & Higher Education Establishments)]</p>
Clause 3.1	<p>The <i>Alliance Manager</i> is: Chris Barry of The Football Foundation</p> <p>and the <i>Alliance Manager's</i> authority under clause 3.1 is subject to the following restrictions:</p> <p>Not applicable</p>
Clause 3.2	<p>The <i>Alliance Manager</i> may act on behalf of the <i>Client</i> in the following matters:</p> <p>All those matters connected to the performance of its services and functions and as instructed by the <i>Client</i> from time to time.</p>
Clause 3.3	<p>The <i>Independent Adviser</i> is:</p> <p>Neil Thody of Cameron Consulting (UK) Limited</p>
Clauses 4.3 and 4.4	<p>The <i>Agreed Prices</i> for each <i>Project</i> shall be established in accordance with clause 4:</p> <ul style="list-style-type: none"> • and shall state separately the agreed <i>Profit</i> and <i>Overheads</i>; • and shall state separately any agreed costs established in accordance with <i>Alliance Activities</i> under clause 6.
Clauses 5.1 and 5.2	<p>The <i>Competitive Award Procedure</i> shall apply for each <i>Project</i>, save in exceptional circumstances where, at the sole discretion and instruction of the <i>Client</i>, the <i>Direct Award Procedure</i> shall apply.</p>
Clause 6	<p>The <i>Alliance Members</i> shall implement the following <i>Supply Chain Collaboration</i> and/or other <i>Alliance Activities</i> in accordance with clause 6</p>

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 | <p>Any dispute may be referred to conciliation conducted in accordance with clause 15.2 and Part 1 of Appendix 4 by a <i>Conciliator</i> who shall be appointed by: the Centre for Effective Dispute Resolution (CEDR) /in accordance with the <i>Conciliation Procedure</i>.</p> <p>The <i>Conciliation Procedure</i> is: CEDR Model Mediation Procedure and Rules 2016</p> |
| Clause 15.3 | <p>Any dispute may be referred to adjudication conducted in accordance with clause 15.3 and Part 2 of Appendix 4 by an <i>Adjudicator</i> who shall be: appointed by the Association of Consultant Architects (ACA) / in accordance with the <i>Model Adjudication Procedure</i>.</p> <p>The <i>Model Adjudication Procedure</i> shall be: CIC 5th Edition</p> |
| Clause 15.4 | <p>Arbitration shall not apply</p> |
| Clauses 13.4 and 15.5 | <p>The applicable laws under clauses 13.4 and 15.5 and the courts with non-exclusive jurisdiction are those of: England.</p> |

The Football Foundation ("Client") of

10 Eastbourne Terrace, London, W2 6LG

and whose email addresses are pmccormick@premierleague.com and
jennie.goodman@footballfoundation.org.uk.

Executed as a deed by)

The Football Foundation)

 Peter McCormick OBE (Apr 4, 2020)

Trustee

Peter McCormick OBE

Print Name Peter McCormick OBE

Executed as a deed by)

The Football Foundation)

 Jennie Goodman (Apr 7, 2020)

Authorised Signatory

Jennie Goodman

Print Name Jennie Goodman

Robinson Low Francis LLP (“Consultant”) whose registered office is at

26 Finsbury Square, London, EC2A 1DS

and whose email address is david.harris@rlf.co.uk and david.thomson@rlf.co.uk

Executed as a deed by)

Robinson Low Francis)

David Harris
David Harris (Feb 18, 2020)

Partner

d thomson
d thomson (Feb 18, 2020)

Partner/Secretary

Sports Labs Ltd (“Consultant”) whose registered office is at

1 Adam Square, Brucefield Industry Park, Livingston, EH54 9DE

and whose email address is eric@sportslabs.co.uk and richard@sportslabs.co.uk

Executed as a deed by)

Sports Labs Ltd)

Eric O'Donnell
Eric O'Donnell (Feb 25, 2020)

Director

Richard Nixon
Richard Nixon (Feb 27, 2020)

Director/Secretary

Co Creation Grass Ltd (“Contractor”) whose registered office is at

Unit 2, Mirror Tower, 61 Mody Street, TSIM SHA TSUI, Kowloon, Hong Kong

and whose email address is Joanna_lee@ccgrass.com and Bryn.lee@ccgrass.eu

Executed as a deed by)

Co Creation Grass Ltd)

Joanna Lee
Joanna Lee (Mar 10, 2020)

Director

Brynn Lee
Brynn Lee (Mar 10, 2020)

Director/Secretary

Lano Sports NV (“Contractor”) whose registered office is at

Venetiëlaan 33, 8530 Harelbeke, Belgium

and whose email address is joe.lano@lano.be and karel.lagast@lano.be

Executed as a deed by)

Lano Sports NV)



Director



Karel Lagast (Mar 16, 2020)

Director/Secretary

Limonta Smith JV Ltd (“Contractor”) whose registered office is at

C/O Smith Construction (Heckington) Ltd, Station Road, Heckington, Sleaford, Lincolnshire NG34 9NF

and whose email address is kensmith@smithsportscivils.co.uk and
armanno.brembilla@limontasport.com

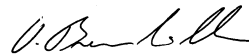
Executed as a deed by)

Limonta Smith JV Ltd)



K M Smith (Mar 17, 2020)

Director



Director/Secretary

FieldTurf Tarkett SAS (“Contractor”) whose registered office is at

1 Terrasse Bellini, Tour Initiale 92919, Paris La Defense, France

and whose email address is Eric.daliero@tarkettsports.com and eric.daniel@tarkett.com

Executed as a deed by)

FieldTurf Tarkett SAS)



Eric Daliero (Mar 19, 2020)

Director



Eric Daniel (Mar 26, 2020)

Director/Secretary

TigerTurf Uk Ltd (“Contractor”) whose registered office is at

229 Ikon Trading Estate, Droitwich Road, Kidderminster, DY10 4EU

and whose email address is p.langford@tigerturf.com and j.johal@tigerturf.com

Executed as a deed by)

TigerTurf Uk Ltd)

Paul langford J S Johal
Paul langford (Apr 2, 2020) J S Johal (Apr 2, 2020)

Director

Director/Secretary

SIS Pitches UK Ltd (“Contractor”) whose registered office is at

Glasson Ind. Estate, Maryport, CA15 8NT

and whose email address is George@sispitches.com and rob@sispitches.com

Executed as a deed by)

SIS Pitches UK Ltd)

George A Mullan
George A Mullan (Apr 3, 2020)

Director

R Hope
R Hope (Apr 3, 2020)

Director/Secretary

Schedule 1
Part 1
Objectives
(see clause 2.1)

The *Objectives* are:

1. To deliver high levels of end user satisfaction with the artificial grass pitch installation that improve and enhance the experience for participation in sport;
2. To deliver a completed artificial grass pitch 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 artificial grass pitch 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.

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 the following *Success Measures* and *Targets* 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 2: Success Measures & Targets

AGP Supplier for AGP Framework 2020



Ref.	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?	Qualifying Measure?
		Min Level	Target Level					
Project Measures and Targets								
PM-01	Client Satisfaction – Overall Performance	80%	90%	How satisfied the client was with the AGP Supplier'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.	X
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 AGP Supplier 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.	X
PM-04	Client Satisfaction - Creativity and Innovation	80%	90%	How satisfied the client was that the AGP Supplier demonstrated creativity and innovation throughout 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.	X
PM-05	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	X
PM-06	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-07	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?	Qualifying Measure?
		Min Level	Target Level					
PM-08	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-09	End User Satisfaction - At End of Defects	75%	85%	How satisfied the end user is with the completed facility following 12 months use (end of defects) on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of the defects liability period	At the end of the Defects Liability Period and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.	X
PM-10	End User Satisfaction - Cost in Use	75%	85%	How satisfied the end user is with the completed facility in terms of cost in use following 12 months use (end of defects) on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of the defects liability period	At the end of the Defects Liability Period and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.	X
Framework Measures and Targets								
FM-01	Environmental Considerations			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-02	Training & Employment			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
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	On an annual basis	FMC conducts a workshop with the Framework Operator and provides an overall assesment	X

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

Part 2: Success Measures & Targets

Framework Managing Consultant for AGP Framework 2020



Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?	Qualifying Measure?
		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.	X
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 Environmental 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.	X
PM-04	Client Satisfaction - Creativity and Innovation	80%	90%	How satisfied the client was that the Consultant demonstrated creativity and innovation throughout 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.	X
PM-05	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	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	X
PM-06	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	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-07	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?	Qualifying Measure?
		Min Level	Target Level					
PM-08	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-09	End User Satisfaction - At End of Defects	75%	85%	How satisfied the end user is with the completed facility following 12 months use (end of defects) on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of the defects liability period	At the end of the Defects Liability Period and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.	X
PM-10	End User Satisfaction - Cost in Use	75%	85%	How satisfied the end user is with the completed facility in terms of cost in use following 12 months use (end of defects) on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of the defects liability period	At the end of the Defects Liability Period and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.	X
Framework Measures and Targets								
FM-01	Environmental Considerations			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-02	Training & Employment			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
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	On an annual basis	Independent Adviser conducts a workshop with the Alliance Team and provides an overall assessment	X

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

Part 2: Success Measures & Targets

Specialist Testing Consultant for AGP Framework 2020



Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?	Qualifying Measure?
		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 service provided	80%	90%	How satisfied the client is with the service provided by the Consultant 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	STC issues and receives form and reports findings to the Authority, its partners and the Employer.	✓
PM-03	Time Predictability - Time to produce reports	95%	97.5%	The difference between the agreed time period for providing reports against the actual time, measured against a Gantt chart	Alliance Manager to monitor progress of the actual time against the planned time.	For each survey and inspection required at each of the Key Stages	STC to report to Client on a project by project basis.	✓
Framework Measures and Targets								
FM-01	Environmental Considerations			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-02	Training & Employment			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?	Qualifying Measure?
		Min Level	Target Level					
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Quarterly, Annually or end of Project Reports	Monthly monitoring and progress Form to be completed by The Authority.	X
FM-05	Commitment to Framework Collaboration	80%	90%	An assessment made by the Client, the Authority and its Partners on the STC's commitment to Framework Objectives on a 1-10 scale	Following the annual review with Alliance Team	On an annual basis	Independent Adviser conducts a workshop with the Alliance Team and provides an overall assesment	X

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

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

A retention equivalent to 3% of the contract sum for the works/services referred to in the particular *Project Contract* held in an 'Incentive Pot' until completion of the relevant works/services. The "Incentive Pot" will be released on satisfactory achievement of the "Qualifying (Project Measures & Targets) Measures" in Part 2 – Success Measures.

All

A process of value engineering with a shared pain/gain mechanism (with incentivisation) to manage the difference between the guaranteed maximum price ("GMP") and the amount of the contract sum attributable to below ground works and other risk items (the 'Sub-Structure Works') referred to in the particular *Project Contract*. The pain/gain mechanism will work as follows: the GMP shall not be exceeded during the design development stage of any *Project* so that any cost overruns (save for any changes or agreed "provisional" items) shall be borne completely by the *Alliance Member* (appointed as the contractor under the *Project Contract*). If the actual cost of the Sub-Structure Works for the *Project* is less than the GMP, any such cost savings will be shared 50:50 between the parties to such *Project Contract*.

All

Guidance note: *Incentives* can include for example:

- additional payments including shares of savings achieved through *Supply Chain Collaboration* and other *Alliance Activities* described in the *Framework Alliance Contract* and clause 6 of the *Contract Terms* (stating whether payable under a *Project Contract* or clause 8 of the *Contract Terms*);
- adjustment of any exclusivity in the award of *Project Contracts* (under clause 5.7 of the *Contract Terms* and Part 2 of this Schedule 1);
- extension of the scope of the *Framework Programme* and/or the duration of the *Framework Alliance Contract* (linked to

clause 9.1 and clause 14.1 of the *Contract Terms*).

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)

[See Overleaf]

Risk	Likelihood of risk	Impact of risk on <i>Framework Programme</i> and/or Objectives and/or <i>Alliance Activities</i>	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.

NAME OF RISK REGISTER AGP Framework 2020
 VERSION NUMBER 1
 DATE OF REVIEW 24/01/2020
 REGISTER STATUS Open Risks



Risk No.	Risk Description	Cause	Consequence	Date Risk Identified / Changed	Risk Owner	Risk Status	Likelihood (5 = high likelihood and 1 = low likelihood)	Impact (5 = high impact and 1 = low impact)	Current Evaluation	Risk Proximity (Immediate = 5, Medium Term = 3 and Long Term = 1)	Current Control Measures	Future Control Measures	Action Owner	Risk Highlighter	Date of Review
1.00 POLITICAL															
1.01						Open	0	0	0	0				0	
1.02						Open	0	0	0	0				0	
1.03						Open	0	0	0	0				0	
1.04						Open	0	0	0	0				0	
1.05						Open	0	0	0	0				0	
2.00 ECONOMICAL															
2.01	Increase in cost of pitches	Disorderly Brexit and no agreement on deal with EU; revert to WTO rules; exchange rate fluctuations	Increase in the cost of labour, materials and transport	24-Jan-20	Dean Potter	Open	3	3	9	3	None at present.	Monitor government policy and trade negotiations; stockpile materials; look at manufacturing in UK.	All Alliance Members	27	Apr-20
2.02	Loss of funding	Change in government policy; change in position from other funders	Fewer pitches delivered. Potential inefficiency on framework if less volume	24-Jan-20	Dean Potter	Open	1	5	5	1	Funding in place until 2022	Monitor funders' interests over the next 2 years.	Dean Potter	5	Jul-20
2.03						Open	0	0	0	0				0	
2.04						Open	0	0	0	0				0	
2.05						Open	0	0	0	0				0	
3.00 SOCIAL															
3.01	Synthetic turf becoming unpopular	Environmental lobbyists	Potential reduction in the installation of AGP; reduced funding.	24-Jan-20	Dean Potter	Open	3	5	15	5	None at present	Consider "carbon offsetting" to mitigate impact of pitch construction; greater use of recycled products; increased recycling.	All Alliance Members	75	Feb-20
3.02	Demand for AGP to be multi-sport	Customer demand	Requirement to look at alternative pitch types, such as shorter, denser pile carpet with low infill material content = increase in cost.	24-Jan-20	Dean Potter	Open	3	3	9	3	None at present	Monitor customer demand; ensure product availability to meet customer demand.	All Alliance Members	27	Apr-20
3.03						Open	0	0	0	0				0	
3.04						Open	0	0	0	0				0	
3.05						Open	0	0	0	0				0	

NAME OF RISK REGISTER AGP Framework 2020
 VERSION NUMBER 1
 DATE OF REVIEW 24/01/2020
 REGISTER STATUS Open Risks



Risk No.	Risk Description	Cause	Consequence	Date Risk Identified / Changed	Risk Owner	Risk Status	Likelihood (5 = high likelihood and 1 = low likelihood)	Impact (5 = high impact and 1 = low impact)	Current Evaluation	Risk Proximity (Immediate = 5, Medium Term = 3 and Long Term = 1)	Current Control Measures	Future Control Measures	Action Owner	Risk Highlighter	Date of Review
4.00 TECHNOLOGICAL															
4.01	Change in performance standards (FIFA)	Changes in standards and regulations	Increase in costs; reduction in choice of surfaces	24-Jan-20	Dean Potter	Open	5	4	20	3	Monitor industry changes.	Develop new products based on what is likely to unfold over the coming months/year.	Alistair Cox	60	Apr-20
4.02	Change in FA requirements	New game formats	Changes in pitch design; increase in costs	24-Jan-20	Dean Potter	Open	1	2	2	1	No changes anticipated.	Continued engagement with The FA as a key stakeholder.	Dean Potter	2	Jul-20
4.03	Use of SBR infill	Environmental requirements; legislative change	Increase in costs; reduced performance of pitch; shorter life cycle	24-Jan-20	Dean Potter	Open	5	4	20	3	None at present	Monitor changes in legislation.	All Alliance Members	60	Apr-20
4.04						Open	0	0	0	0				0	
4.05						Open	0	0	0	0				0	
5.00 ENVIRONMENTAL															
5.01	Pollution created by infill materials	Contaminated material/ground. Current market options of infill. Use of plant and machinery	Increase in costs; damage to local environment; delays to projects; reputational damage.	24-Jan-20	Dean Potter	Open	3	3	9	5	Microplastics retention measures already in place.	Continued R&D to look at alternative solutions to using microplastics	All Alliance Members	45	Feb-20
5.02	Recycling	Disposal of existing materials; lack of viable recycling options.	Cost impact of recycling; reputational damage if recycling options ill conceived.	24-Jan-20	Dean Potter	Open	3	5	15	3	Current supply chain arrangements with third party recycling providers.	Looking to establish an "Alliance led" initiative to undertake a collaborative approach to recycling.	All Alliance Members	45	Apr-20
5.03	The use of microplastics in pitch construction	ECHA consulting regarding the impact of microplastics	Potential ban on infill materials on new pitches and retrospective removal on existing = increase in costs	24-Jan-20	Dean Potter	Open	5	5	25	3	Monitoring changes in EU legislation. Some manufacturers investigating alternative products and testing these.	Continued R&D to look at alternative solutions to using microplastics	All Alliance Members	75	Apr-20
5.04	Climate change	Impact of projects on the environment through increase in greenhouse gases by construction activity	Long term impact on the environment; reputational damage if environmental impacts not considered.	24-Jan-20	Dean Potter	Open	4	2	8	3	Compliance with current legislation and environmental policies.	Consider looking at a strategic approach to reducing impact of activities on the environment, through the Alliance Framework.	All Alliance Members	24	Apr-20
5.05	Damage to local ecology	Presence of protected species, i.e. bats, within construction site	Delays to project; fines and enforcement if no action taken to protect ecology; reputational damage.	24-Jan-20	Dean Potter	Open	3	1	3	5	Dealt with at a project level at present.	Identify "lessons learned" and share knowledge with the Alliance Team Members to consider future best practice.	All Alliance Members	15	Feb-20
						Open	0	0	0	0				0	
						Open	0	0	0	0				0	

NAME OF RISK REGISTER AGP Framework 2020
 VERSION NUMBER 1
 DATE OF REVIEW 24/01/2020
 REGISTER STATUS Open Risks



Risk No.	Risk Description	Cause	Consequence	Date Risk Identified / Changed	Risk Owner	Risk Status	Likelihood (5 = high likelihood and 1 = low likelihood)	Impact (5 = high impact and 1 = low impact)	Current Evaluation	Risk Proximity (Immediate = 5, Medium Term = 3 and Long Term = 1)	Current Control Measures	Future Control Measures	Action Owner	Risk Highlighter	Date of Review
6.00	LEGAL														
6.01	Planning Policy	Changes to planning policy both locally and nationally	Increase in costs to meet planning requirements; delays to projects; potential refusals	24-Jan-20	Dean Potter	Open	3	2	6	5	None at present.	Monitor changes in planning and other related policies; obtain feedback from Planners and share knowledge in the framework	All Alliance Members	30	Feb-20
6.02	Landfill tax	Changes in landfill tax from legislative change	Increase in costs.	24-Jan-20	Dean Potter	Open	3	2	6	3	None at present.	Monitor changes in government policy; look at reducing waste to landfill through recycling	All Alliance Members	18	Apr-20
6.03	Availability and cost of labour	Changes in employment law	Increase in costs; delays to project; quality of work undertaken	24-Jan-20	Dean Potter	Open	2	2	4	3	None at present.	Monitor change in employment law.	All Alliance Members	12	Apr-20
6.04	Disruption to project delivery	Disorderly Brexit, i.e. no deal with EU	Increase in costs; delays to importing materials;	24-Jan-20	Dean Potter	Open	3	4	12	3	None at present.	Monitor government policy and trade negotiations; stockpile materials; look at manufacturing in UK.	All Alliance Members	36	Apr-20
6.05						Open	0	0	0	0				0	

Schedule 4
Part 1
Direct Award Procedure

(see clause 5.1)

The *Direct Award Procedure* shall apply at the sole discretion and instruction of the *Client* and only in the following exceptional circumstances:

1. **Emergency** – where, for reasons of health and safety or security, it is in the best interest of the *Client* or any *Additional Client* and the general public that the *Client* or any *Additional Client* awards a *Project Contract* to the *Alliance Member* with the most appropriate competency, availability and ability to undertake the work for that *Project* at that time;
2. **Urgency** – where there is an urgent need to award a *Project Contract* without a call for competition, for example, where the *Project* is required in time to fulfil a particular business need;
3. **Continuity** – where the *Project* may be an extension to an existing *Project* or is of a substantially similar nature to a previous *Project*, for example, on an adjacent site, a particular building methodology or a substantially similar design and supply chain.

The *Direct Award Procedure* which shall govern the award of *Project Contracts* (where applicable) is set out below:

Part 2

Competitive Award Procedure

(see clause 5.2)

The *Competitive Award Procedure* which, save in exceptional circumstances, shall govern the award of *Project Contracts* is set out below:

[Insert description of 'mini competition' procedure]

Guidance note: The *Direct Award Procedure* and *Competitive Award Procedure*:

- state the agreed procedure and timescales for the issue of each *Project Brief*, for the submission of proposed *Agreed Prices* and other *Project Proposals* and for all steps leading to award of *Project Contracts*, including the method, rules and criteria for evaluation of proposed *Agreed Prices* and other *project Proposals* and the required format for proposed *Agreed Prices* and other *Project Proposals*;
- explain how the *Template Project Documents* will be applied to each *Project*;
- explain the procurement model for each *Project*, including the sources and timing of all contributions to design, *Supply Chain* engagement, costing, programming and *Risk Management*;
- explain all procedures relating to the conditional and/or unconditional award of *Project Contracts* including any intended *Orders for Pre-Contract Activities*;

explain how it will be decided when the *Direct Award Procedure* or the *Competitive Award Procedure* will be used.



Volume 2, Schedule 4

Award Procedures

Contract Ref:	T10351
Date:	Septemnber 2019
Issue:	1

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 - 1.2. Generally 1
- 2. Call-Off Procedures (AGP Supplier) 2
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 - 2.2. The Competitive Award Procedure 2
 - 2.3. Direct Award 3
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 - 3.2. Direct Award 5
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- 4. Procurement Route 6
 - 4.1. Two Stage Design & Build 6

Appendices

Appendix A.1	Direct Award Process (AGP Supplier)
Appendix A.2	Competitive Award Procedure (AGP Supplier)
Appendix A.3	Direct Award Process (FMC/STC)
Appendix B	Mini-Competition 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:-

- AGP Suppliers (x6)
- Framework Managing Consultant (FMC) (x1)
- Specialist Testing Consultant (STC) (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 AGP Suppliers are within a “Multiple Provider” framework. The method of awarding works to the AGP Suppliers will be primarily by the use of the “Competitive Award Procedure”. The circumstances by which the “Direct Award Procedure” may be used, under limited circumstances, is set out in this schedule.

1.1.4. The appointment of the FMC and STC are for a “Single Provider” for each service discipline.

1.1.5. The method of awarding services to the FMC and STC will be by the use of the “Direct Award Procedure” only.

1.1.6. 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 are principally two main methods of awarding works and services under the Framework:-

Part 1 – Direct Award Procedure (Clause 5.1)

Part 2 – Competitive Award Procedure (Clause 5.2)

1.2.2. The following sections describe the call-off procedures for both the AGP Supplier and the FMC/STC Consultants.

- Call-Off Procedures for AGP Supplier (see [2. Call-Off Procedures \(AGP Supplier\)](#))
- Call-Off Procedures for Framework Managing Consultant (FMC) & Specialist Testing Consultant (STC) (see [3. Call-Off Procedures \(FMC/STC\)](#))

2. Call-Off Procedures (AGP Supplier)

2.1. Introduction

2.1.1. Works will be “called off” under the Framework in accordance with this document. There are 2 methods by which the Authority or those accessing the Framework will be able to call off works. These are:-

- Competitive Award Procedure
- Direct Award

2.1.2. These are described below/

2.2. The Competitive Award Procedure

2.2.1. This method of award is the *default* method of awarding works/services.

2.2.2. For all works, the procedure that will be adopted is the use of a competitive award procedure in accordance with **Clause 5.2 of FAC-1** and this **Schedule 4: Award Procedures, Part 2: Competitive Award Procedure**.

2.2.3. The process is further illustrated at **Appendix A.2 – Competitive Award Procedure (AGP Supplier)**. All Framework Operators will be invited to participate in each competitive award procedure, subject to the Framework Operator not being in default, in accordance with the special terms set out at **Schedule 6, Part 2: Special Terms**.

2.2.4. The mini-competition template for conducting a Competitive Award Procedure is attached at **Appendix B – Mini-Competition Template**.

2.2.5. The award criteria under a Competitive Award Procedure shall be based on MEAT (most economically advantageous tender) criteria. The Authority will determine the appropriate weighting to be applied on each competitive award procedure with the balance between quality and cost, relative to the nature of the project being “called-off”.

2.2.6. The FMC, on behalf of the Authority shall invite the AGP Supplier to submit a Tender Price based on the **Project Brief (Part 3 – Project Brief of Schedule 5 – Template Project Documents)** and other template documents contained at **Schedule 5 – Template Project Documents** issued to them. The Competitive Award Procedure will be conducted during RIBA Plan of Work Stage 2: Concept Design.

2.2.7. The AGP Supplier shall respond with a Tender Price within a competitive tendering environment. It is envisaged that Tenderers shall not exceed their Framework Rates.

2.2.8. The FMC shall review all Tender Prices submitted by the AGP Suppliers and make a recommendation to the Client (Contracting Authority) for the award of a Contract to the “most economically advantageous tenderer”.

2.2.9. The process is further illustrated at **Appendix A.2 – Competitive Award Procedure (AGP Supplier)**.

2.3. Direct Award

2.3.1. This method of award is strictly limited to the following situations:-

Emergency – This is where for reasons of health and safety or security that it is in the best interest of the Authority and the General Public that the Authority awards work to the AGP Supplier with the most appropriate competency, availability and ability to undertake the work at that time;

Urgency – As with “Emergency”, this is where there is an urgent need to award work without a call for competition. Typically, this may be where the project is required in time to fulfil a particular business need.

Continuity – This is where the project may be an extension to an existing project or is of a substantially similar nature to a previous project, i.e. adjacent site; a particular building methodology; substantially similar design and supply chain.

2.3.2. In all cases, the Authority wishing to adopt a “Direct Award” method of awarding work must do so with justification to the Contracting Authority, who will consider the grounds for Direct Award. Furthermore, all Framework Operators shall be approached and invited to be considered for the award of work on the basis of the Framework Operator who obtained the highest score to gain entry onto the Framework being asked first. If the first placed Framework Operator declines the opportunity, then it shall be offered to the second place Operator and so on and so forth until a Framework Operator is able to demonstrate sufficient competency, ability and availability to undertake the required works.

2.3.3. In reality, it is unlikely that the “Direct Award” procedure will be used. Even in “Emergency” and “Urgent” situations, a competitive procedure should be encouraged.

2.3.4. The FMC, on behalf of the Authority shall invite the AGP Supplier to submit a Tender Price based on the **Project Brief (Part 3 – Project Brief of Schedule 5 – Template Project Documents)** and other template documents contained at **Schedule 5 – Template Project Documents** issued to them.

- 2.3.5. The AGP Supplier 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**.
- 2.3.6. The FMC shall review the Tender Price submitted by the AGP Supplier and make a recommendation to the Client (Authority) for the award of a Contract.
- 2.3.7. The process is further illustrated at **Appendix A.1 – Direct Award Process (AGP Supplier)**.

3. Call-Off Procedures (FMC/STC)

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/STC under each lot 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 both the FMC and STC.
- 3.2.2. The Authority accessing the Framework 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 B – 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/STC shall apply their “Framework Prices” in calculating the “Project Fee” for services called-off under the Framework.
- 3.2.5. The FMC/STC 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/STC and then award a Contract.
- 3.2.7. The process is further illustrated at **Appendix A.2 – Direct Award Process (FMC/STC)**.

3.3. The Competitive Award Procedure

- 3.3.1. This method does not apply under a single provider framework.

4. Procurement Route

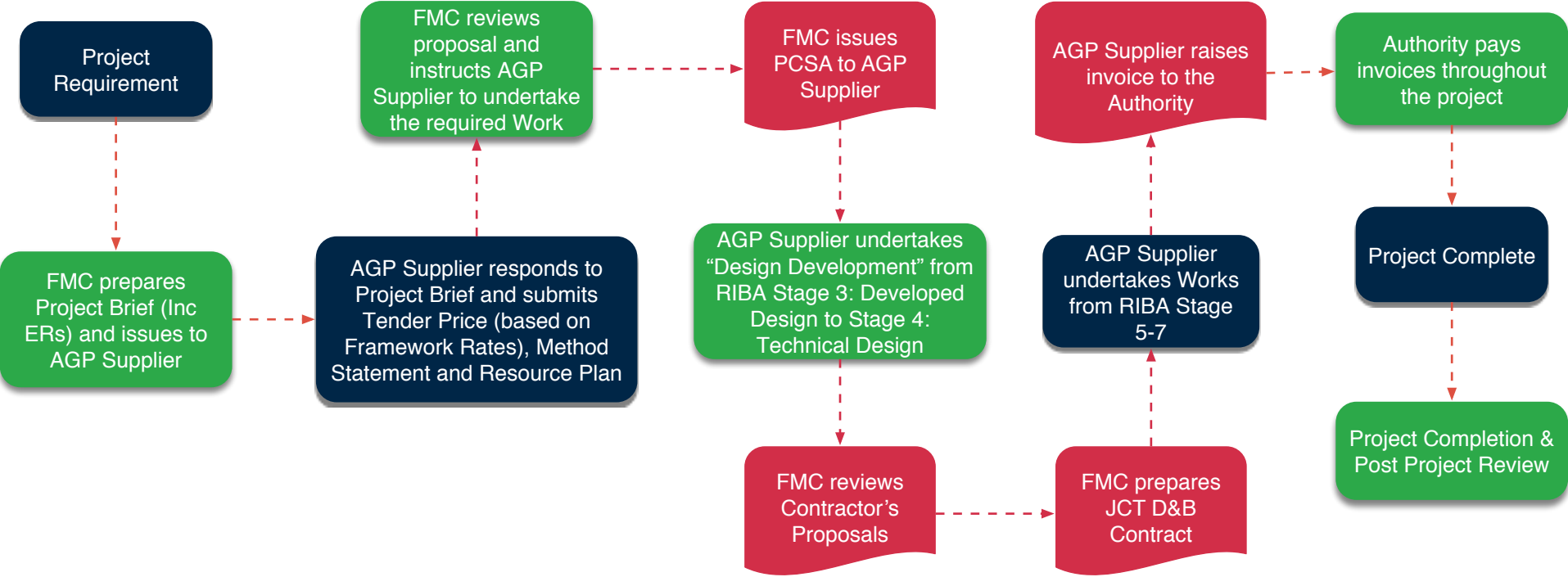
4.1. Two Stage Design & Build

- 4.1.1. The Authority's preferred 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. This method of project delivery shall be used regardless of the method of award procedure, i.e. this shall be used for both "Direct Award" and "Competitive Award Procedure".
- 4.1.3. For the "Direct Award" procedure, both the AGP Supplier and FMC will apply their "Framework Rates" in calculating the project cost/project fee.
- 4.1.4. For the "Competitive Award Procedure" the AGP Suppliers, will compete on the basis of the following:-
1. Percentage rates for Central Office Overheads and Profit
 2. Fixed Sum for Site Overheads (Preliminary Costs)
 3. Percentage rates for Design Fees
 4. Guaranteed Maximum Price (GMP) for the build cost
- 4.1.5. Under this method, the Framework Operator will compete on the basis of providing full costs against a "Contract Sum Analysis", consistent with the JCT Design & Build Contract 2016.
- 4.1.6. The lowest price tender received for either options will obtain the maximum weighted percentage score.
- 4.1.7. The "Competitive Award Procedure" will be conducted adopting MEAT (Most Economically Advantageous Tender) criteria, i.e. The evaluation will be based on cost and quality aspects. The Authority reserves the right to vary the balance between quality and cost, dependent upon each project. However, the Authority will operate within a range of 30-70% either way. That is, the lowest percentage for cost or quality is 30% and the highest is 70%.
- 4.1.8. In most projects below £1m in value, the qualitative criteria will be assessed on a "Pass/Fail" basis only.
- 4.1.9. In the case of a "Competitive Award Procedure", the procurement of the AGP Supplier will be undertaken at the end of **RIBA Plan of Work Stage 2: Concept Design**.
- 4.1.10. The AGP Supplier will assume design responsibility from **RIBA Plan of Work Stage 3: Developed Design** onwards.

Appendix A.1

Direct Award Process (AGP Supplier)

Appendix A.1
Direct Award Process (AGP Supplier)

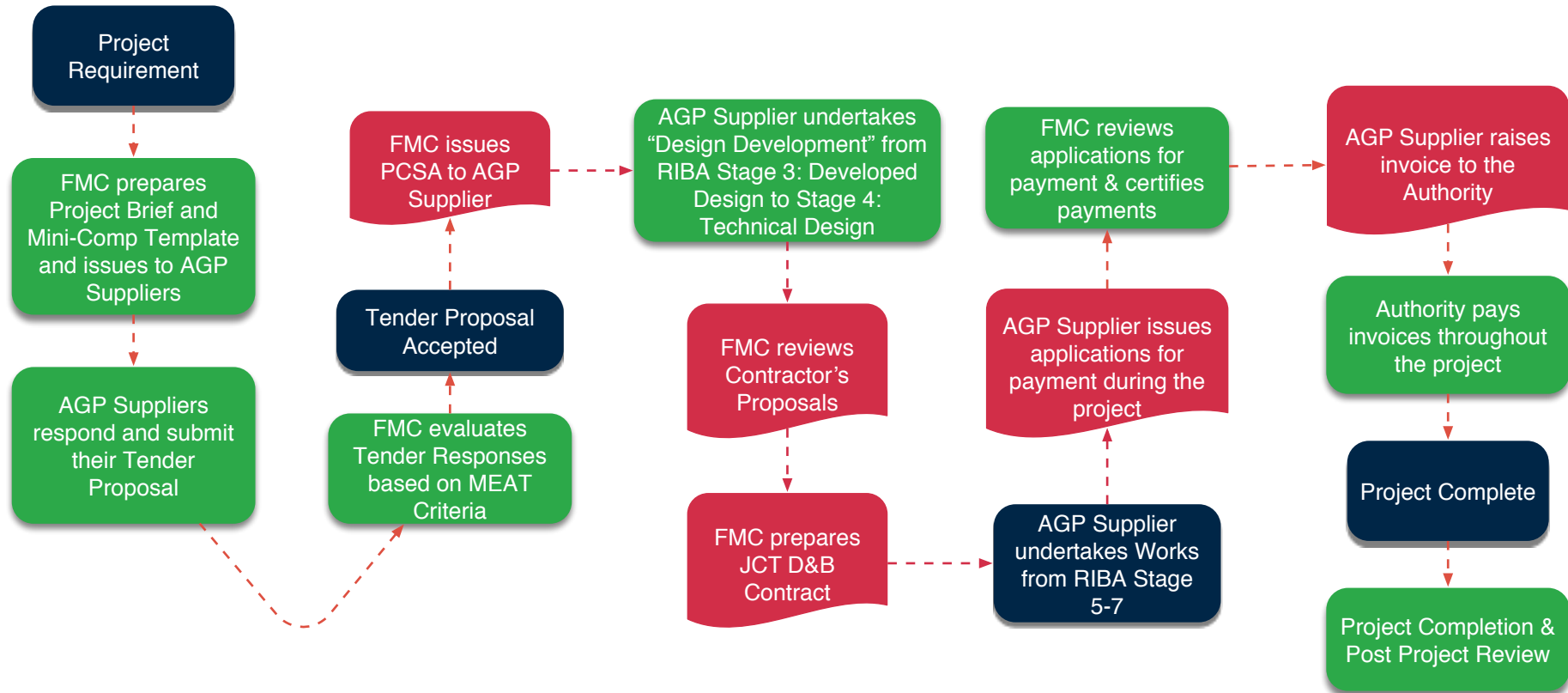


Appendix A.2

Competitive Award Procedure (AGP Supplier)

Appendix A.2

Competitive Award Procedure (AGP Supplier)



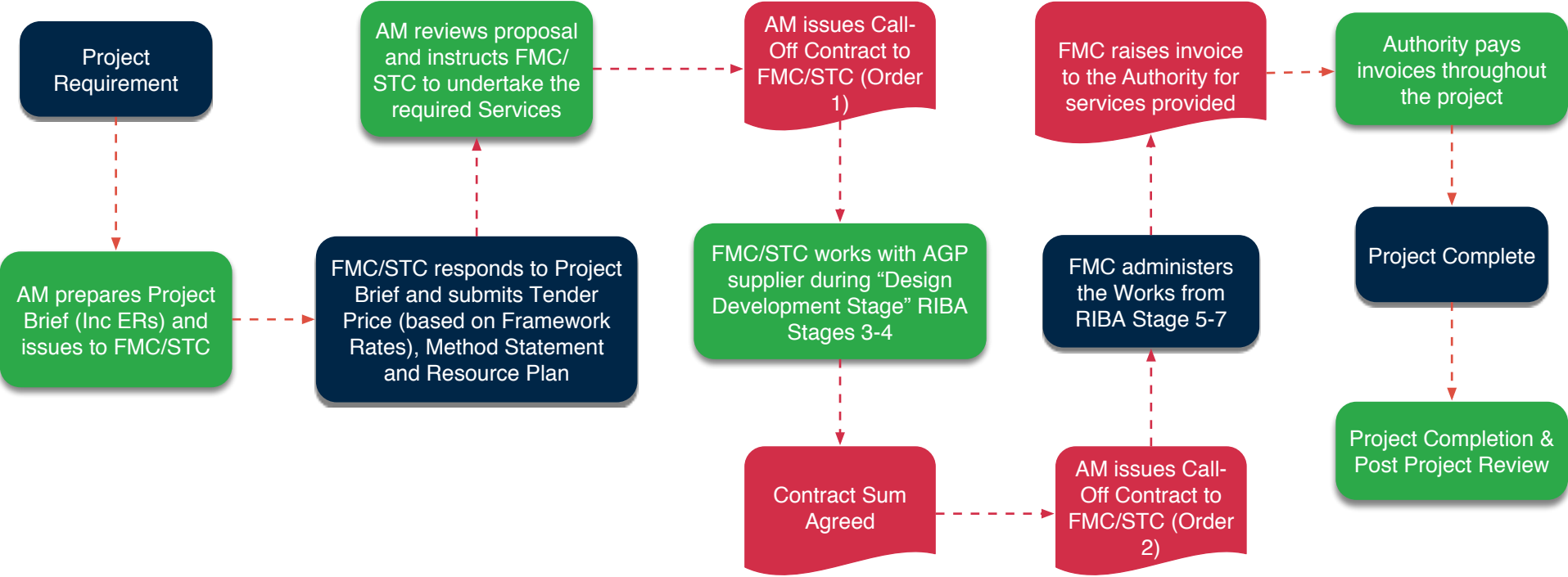
Key

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

Appendix A.3

Direct Award Process (FMC/STC)

Appendix A.3
Direct Award Process (FMC/STC)



Appendix B

Mini-Competition Template



Mini-Comp Award Template

For Award under the Framework Agreement

Project: Insert Project Name

Site Location: Insert Site Address

Project Ref: Insert Project Ref

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 (Including Works Information)	Attached as Appendix A	
6	Projected Budget for the project.	£0	
7	<u>Target Dates</u>		
	insert milestone task	01-Jan-17	
	insert milestone task	01-Jan-17	
	insert milestone task	01-Jan-17	
	insert milestone task	01-Jan-17	
8	<u>Quality Proposals/Method Statements</u>		
	Please respond to the Method Statement Questions at Appendix B.	Enclosed?	Yes
9	Basis of Tender	Fixed Tender Price	



Tender Offer

To: [insert Contracting Authority]

We refer to the Employer's letter dated inviting us to submit an offer to provide the Works/Services identified in the Project Brief (At Appendix A) and in accordance with the documents listed in the Letter of Invitation and the requirements of Framework Agreement.

We confirm that we are prepared to provide the Works/Services in accordance with the said documents herein referred to and for the following fees:-

1. A Lump Sum for the works/services set out in the Project Information sheet and as further detailed in the Project Brief of [insert amount], excluding VAT.
2. If our Offer is accepted by you in writing then an agreement by us is thereby effected and we acknowledge that this agreement forms part of our Framework Agreement with [insert Contracting Authority] subject to any specific requirements set out in the Project Information and Project Brief.
3. We agree that we will not disclose to any person other than the person to whom this Offer is addressed the amount or approximate amount of our Offer except where such disclosure is necessary to obtain insurance premium quotations required for the preparation of the Offer.
4. We confirm our acceptance to the terms and conditions of the Framework Agreement, and the Parent Company Guarantee (Appendix 4).

Signed:

Name in capital letters: [insert name]

On behalf of: [insert name of consultant's firm]

Position: [insert details]

Address: [insert address]

Date: [insert date]

Schedule 5
Template Project Documents
(see clause 5.3)

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

Part 1

Call-Off Contracts

1. JCT Design & Build Contract
2. Parent Company Guarantee
3. Performance Bond
4. Sub-Contractor/Sub-Consultant Collateral Warranty
5. Consultant Collateral Warranty
6. Consultant Form of Order
7. Professional Appointment of a Framework Managing Consultant (FMC)
8. Professional Appointment of a Specialist Testing Consultant (STC)

DATE

20

(1) [The Employer]

(2) [The Contractor]

JCT Design and Build Contract 2016 Edition
in relation to
the design, supply and installation of
artificial grass pitches
at
[insert site address]

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

Ref: SDE/AHS/JBA

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 design and construction services in connection with the [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 showing and describing or otherwise stating his requirements (the '**Employer's Requirements**');
- Second in response to the Employer's Requirements the Contractor shall supply to the Employer:
- i. documents showing and describing the Contractor's proposals for the design and construction of the Works (the '**Contractor's Proposals**'); and
 - ii. an analysis of the Contract Sum (the '**Contract Sum Analysis**'); and
- Third the Contractor has, as at the date of this Contract and pursuant to Article 16, 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 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;
- Fourth 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;
- Fifth the division of the Works into Sections is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars;
- Sixth this Contract is supplemented by the Framework Agreement referred to in Article 11;
- Seventh the Supplemental Provisions identified in the Contract Particulars apply.
- Eighth the Contractor has stated the firm and fixed sums he will require for carrying out the Pre-Construction Services and the Super-Structure Works (as such terms are defined in the

Conditions) and his estimate of the firm and fixed sum he will require for the execution of the Sub-Structure Works (as defined in the Conditions) and other risk items which combined sum, once it has been settled pursuant to Articles 15 and 16, is to become the Contract Sum for the purposes of this Contract.

ARTICLES

Article 1. Agreement

The Contractor shall design the 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 Super-Structure Works Sum, being the VAT-exclusive sum of [insert amount in words] (£[insert amount in figures]); and
- the amount to be paid pursuant to Article 15 for the Sub-Structure Works

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

Article 3. Employer's Agent

For the purposes of this Contract, the Employer's Agent is [] of [] or such other person as the Employer shall nominate in his place. Save to the extent that the Employer may otherwise specify by notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices (including pay less notices), requests or statements and otherwise to act for the Employer under any of the Articles and Conditions. Notwithstanding the appointment of the Employer's Agent, the Employer shall retain authority to issue comments, instructions, requests and notices from time to time for the purposes of this Contract.

Article 4. Employer's Requirements and Contractor's Proposals

The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.

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 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 D&B 2016

This Contract shall incorporate all the provisions of the Joint Contracts Tribunal Design and Build Contract 2016 ('**D&B 2016**') except that:

- (a) The Recitals contained in D&B 2016 shall be replaced in their entirety by these Recitals.
- (b) The Articles of Agreement contained in D&B 2016 shall be replaced in their entirety by these Articles of Agreement.
- (c) The Contract Particulars contained in D&B 2016 shall be replaced in their entirety by the Contract Particulars attached to these Articles of Agreement.
- (d) The Conditions and Schedules contained in D&B 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) Contract Sum 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] [Competitive Award pursuant to Clause 5.2 of the Framework Agreement]¹. The Contractor acknowledges and confirms that in carrying out the Works pursuant to this

¹ Delete as appropriate.

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 3.17 and Appendix 6 of this Contract shall apply.

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 Cost Consultant 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.²
- 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 Are there any other specific parameters to be included in this Article in relation to agreeing the Contract Sum? Alternatively, such parameters could be included in a schedule / appendix.

- .2 carrying out such feasibility studies in respect of the Sub-Structure Works as is required by the Employer;
 - .3 developing the design and specification of the 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 attributable to the Sub-Structure Works) and appointing the same;
 - .7 finalising the Contract Sum for the Works with the Employer and providing a Contract Sum Analysis showing a breakdown of the Contract Sum;
 - .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 Supply & Installation 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 Supply & Installation 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 Supply & Installation Works, the Employer reserves the right (in its absolute discretion) not to proceed with the Supply & Installation Works. In the event that the Employer decides not to proceed with the Supply & Installation 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 Supply & Installation Works notify the Contractor that the Contractor will not be instructed to proceed with the Supply & Installation 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 2.38 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 Supply & Installation 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 accordance with the provisions of this Contract.

Article 15 Guaranteed Maximum Price

- 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 Sub-Structure Works and such amount shall be agreed prior to the Contractor commencing any part of the Supply & Installation Works; and
 - .2 those further matters referred to in Article 14.7 which are not agreed at the date of this Contract.
- 15.2 The Employer and the Contractor have agreed to a guaranteed maximum price of £[] (excluding VAT) for the Sub-Structure Works ('GMP') subject to both parties adhering to the requirements of this Article 15 and Appendix 7 to this Contract. The [Framework Managing Consultant] shall produce the first version of the GMP Cost Plan (as defined in the Conditions) for review and agreement with the Contractor.
- 15.3 The Contractor shall throughout the Pre-Construction Phase regularly review the anticipated and actual costs for the Sub-Structure Works against the agreed GMP Cost Plan (having exercised the Required Standard, reviewed the Sub-Structure Works in detail, including the then current draft of the Employer's Requirements and conducted market testing).
- 15.4 The Contractor shall provide early warning of any likely overspend as against the GMP Cost Plan or any relevant part of it and, in conjunction with the Employer and the Professional Team, identify how costs can be brought within the GMP Cost Plan.
- 15.5 The GMP shall be capable of adjustment at the written direction or with the prior written approval of the Employer in its sole discretion but not otherwise. No change to the GMP Cost Plan (once developed) shall be made by the Contractor except at the direction of or with the prior approval of the Employer.
- 15.6 The Contractor acknowledges that the Employer wishes to make cost savings against the GMP Cost Plan and to ensure that the GMP Cost Plan is not exceeded. The Contractor undertakes to exercise the Required Standard to endeavour to achieve cost savings and to safeguard the GMP without derogating from the then current draft of the Employer's Requirements or departing from good industry practice.
- 15.7 To incentivise the parties to manage the difference between the GMP and the amount of the Contract Sum attributable to the Sub-Structure Works, they shall adhere to a process of value engineering with a shared pain/gain mechanism. The pain/gain mechanism shall work as follows: the tendered GMP shall not be adjusted during the Pre-Construction Phase unless the Employer in its absolute discretion directs otherwise. Save for any such directions, any cost overruns ('pain') shall therefore be borne completely by the Contractor. If the actual cost of the Sub-Structure Works is less than the GMP, then any such cost savings ('gain') will be shared equally between the parties.
- 15.8 For the avoidance of doubt, any Provisional Sum items relevant to the Sub-Structure Works, once instructed, shall be treated as fixed costs and shall be disregarded for the purposes of the pain/gain mechanism.

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 Super-Structure Works Sum and the sum agreed pursuant to Article 15.1;
- .2 the Employer's Requirements, the Contractor's Proposals and the Contract Sum 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 Supply & Installation 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.

Article 17. Incentive Payment

- 16.1 Subject to Article 17.2, the Employer shall be entitled to retain from the Contract Sum a sum equivalent to 3% of such Contract Sum (the '**Incentive Pot**') until such time as the Contractor has achieved all of the Targets applicable to the Works.
- 16.2 If the Contractor fails to achieve any of the applicable Targets before the date which is 3 months after date of practical completion then the Incentive Pot shall be released to the Employer along with any accrued interest.

Contract Particulars

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

Clause etc.	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date [is a 'contractor'] [is not a 'contractor'] for the purposes of the CIS
Fifth Recital	Description of Sections (if any) <i>(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.)</i>	Section [...] [insert date] Section [...] [insert date] Section [...] [insert date]
Sixth Recital	Framework Agreement <i>(State date, title and parties.)</i>	[identify by date, parties etc]
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions - Part 1 <i>(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provisions <u>does not</u> apply.)</i>	
	Named Sub-Contractors	Supplemental Provision 1 [applies] [does not apply]
	Valuation of Changes – Contractor's estimates	Supplemental Provision 2 [applies] [does not apply]
	Loss and expense – Contractor's estimates	Supplemental Provision 3 [applies] [does not apply]
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions - Part 2 <i>(Where neither entry against one of Supplemental Provision 4 to 10 below is deleted, that Supplemental Provision applies.)</i>	
	Acceleration Quotation	Supplement Provision 4 [applies] [does not apply]
	Collaborative working	Supplemental Provision 5 [applies] [does not apply]
	Health and safety	Supplemental Provision 6 [applies] [does not apply]
	Cost savings and value improvements	Supplemental Provision 7 [applies] [does not apply]
	Sustainable development and environmental considerations	Supplemental Provision 8 [applies] [does not apply]

	Performance Indicators and monitoring	Supplemental Provision 9 [applies][does not apply]
	Notification and negotiation of disputes	Supplemental Provision 10 [applies][does not apply]
	Where Supplemental Provision 10 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 4	Employer's Requirements (State reference numbers and dates or other identifiers of the relevant documents.)	See [reference and date]
Article 4	Contractor's Proposals (State reference numbers and dates or other identifiers of the relevant documents.)	See [reference and date]
Article 4	Contract Sum Analysis (State reference numbers and dates or other identifiers of the relevant documents.)	See [reference and date]
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]

2.4	Deferment of possession of the site (where possession by Sections does not apply)	Clause 2.4 [applies] [does not apply] Maximum period of deferment (if less than 6 weeks) is [insert]
	Sections: deferment of possession of Sections	Clause 2.4 [applies] [does not apply] Maximum period of deferment (if less than 6 weeks) is [insert]
2.17.3	Limit of Contractor's liability for loss of use etc.	£5 million for each and every claim up to an overall limit of £10 million in the aggregate
2.29.2	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 [...]
2.34	Sections: Section Sums	Section [...]: [£x] Section [...]: [£x] Section [...]: [£x]
2.35	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
2.39	Third Party Agreements	[Identify documents]
4.6	Advance payment (Not applicable where the Employer is a Local or Public Authority)	Clause 4.6 [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): []
4.6	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]

4.7.1	Method of payment - alternatives <i>(If no Alternative is selected, Alternative B applies.)</i>	[by stages in accordance with Alternative A (clause 4.12)] [periodically in accordance with Alternative B (clause 4.13)]
	Alternative A: Stage Payments	The stages are set out in the following document [.....]
	Stages (insert brief description)	Cumulative value £ [insert details] £ [insert details] £ [insert details]
4.7.2	Interim Payments – Interim Valuation Dates <i>(The dates apply for Alternative; if no dates is stated, the first Interim Valuation Date is one month after the Date of Possession.)</i>	The first Interim Valuation Date is [.....] and thereafter the same date in each month or the nearest Business Day in that month
4.15.4	Listed Items - uniquely identified <i>(Delete the entry if no bond is required)</i>	[A bond is not required] [For uniquely identified Listed Items a bond in respect of payment for such items is required for £ [insert]]
4.15.5	Listed Items - not uniquely identified <i>(Delete the entry if clause 4.15.5 does not apply.)</i>	[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]]
4.17	Contractor's Retention Bond <i>(Not applicable where the Employer is Local or Public Authority and, in other cases, not applicable unless stated to apply, with relevant particulars given below)</i>	[a bond is not required] Clause 4.17 [applies] [does not apply] If clause 4.17 applies, the maximum aggregate sum for the purposes of clause 2 of the bond is £ [insert] For the purposes of clause 6.3 of the bond, the expiry date shall be [insert]
4.18.1	Retention Percentage <i>(The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0'.)</i>	3 per cent
5.5	Daywork	The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in [identify document]
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 3	Works insurance - Insurance Options applicable	Schedule 3: <ul style="list-style-type: none"> • Insurance Option A applies/ • Insurance Option B applies/ • Insurance Option C applies
	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	[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 <i>(as supplied by the Contactor)</i>	[insert date]
	Where Insurance Option C applies, paragraph C.1 <i>(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).)</i>	[applies]/ [is replaced by the provisions of the following document(s)] (the 'C.1 Replacement Schedule')
6.10 and Schedule 3	Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required.)</i>	are set out in the following document(s) [insert reference]
6.15	Professional Indemnity insurance Level of cover	Amount of indemnity required <ul style="list-style-type: none"> • [Relates to claim or series of claims arising out of one event]/ • [is the aggregate amount for any one period of insurance] <p>And is £[x]</p>
	Cover for pollution and contamination claims. <i>(Unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)</i>	[is required, with a sub-limit of indemnity of £[insert]]
	Expiry of required period of Professional Indemnity insurance is	12 years
6.17	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]

6.20	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
7.2	Assignment/grant by Employer of rights under clause 7.2 <i>(If neither entry is deleted, clause 7.2 applies.)</i> Sections: rights under clause 7.2 <i>(If clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only.)</i>	See clause 7 See clause 7
7.3.1	Performance bond or guarantee from bank or other approved surety <i>(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)</i>	*[is required]/[is not required]
	The required form of the bond or guarantee is set out in	[Appendix 2 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 <i>(If no entry is selected, the date shall be the date of practical completion of the Works.)</i>	[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 <i>(If no other percentage is stated, it shall be 50 per cent.)</i>	[.....] per cent
7.3.2	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 3 of the Schedule of Amendments]

7.4	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:	<p>The Contractor shall be required to grant third party rights under Appendix 4 of this Contract to any Stakeholder as the Employer may direct.</p> <p>The Contractor shall be required to procure collateral warranties from any Sub-Contractor in favour of any Beneficiary</p>
8.9.2	Period of suspension	[2] months
8.11.1.1 to 8.11.1.6	Period of suspension	[2] months
9.2.1	<p>Adjudication</p> <p>Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)</p> <p><i>(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).</i></p>	<p>The Adjudicator is []</p> <p>The Royal Institution of Chartered Surveyors</p>
9.4.1	<p>Arbitration – appointor of Arbitrator (and of any replacement) <i>(If no appointor is selected, the appointor shall be the President or Vice-President of the Royal Institute of British Architects).</i></p>	Not applicable

[]

in the presence of

Occupation:

in the presence of

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.

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 Notice of Completion of Making Good.

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 or European 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

GMP Cost Plan: the agreed maximum price and breakdown for the execution and completion of the Sub-Structure Works.

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

Notice of Completion of Making Good: see clause 2.35.

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 8, on or off Site prior to the commencement of the Supply & Installation 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 [REDACTED].

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.

Statutory Requirements: insert after 'directive' in line 2, 'including any directly applicable EU legislation,'

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.

Sub-Structure Works: []³.

Super-Structure Works: [].

Super-Structure Works Sum: see Article 2.

Supply & Installation Works: the Super-Structure Works and the Sub-Structure Works which together form part of the Works to be carried out following service of the Instruction to Proceed, as further described in the Employer's Requirements.

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 the Supply & Installation Works and including any design adopted by the Contractor or prepared by or on behalf of the Contractor"

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 1.8 Delete the words in clause 1.8.1.1 and insert: 'Not used'.

Clause 1.9 Delete 'Save as stated in clause 1.8, no' and replace with 'No'.

Clause 1.11 Amend the clause heading to read: 'Applicable Law'

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 1.12 Insert the following new clause 1.12:

'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 1.13 Insert the following new clause 1.13:

'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 1.14 Insert the following new clause 1.14:

'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 1.15 Insert the following new clause 1.15:

'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 1.16 Insert the following new clause 1.16:

'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 1.17 Insert the following new clause 1.17:

'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 2.1.1 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 2.1.2 Delete this clause, and insert 'Not used'.

Clause 2.1.3 Insert at the start of the clause:

'The Contractor shall be responsible for obtaining all statutory consents to enable the Works to be completed in accordance with the Employer's Requirements'

At the end of the clause before '.' insert 'and when requested to do so by the Employer the Contractor shall provide the Employer with evidence that he has complied with all Statutory Requirements and given all notices required by the Statutory Requirements'

Clause 2.1.5 Insert new clause 2.1.5:

'2.1.5.1 The Contractor warrants that it has not used and shall not use and has exercised and shall continue to exercise the standard of skill and care required by clause 2.17.1 to ensure that it has not and shall not specify authorise cause or allow to be used in the works any Deleterious Materials.

2.1.5.2 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 2.1.5.1.'

Clause 2.1.6 Insert new clause 2.1.6:

'Where the Employer's authorisation or completion of documentation in respect of the Statutory Requirements is required the Contractor shall furnish the relevant documentation to the Employer and permit the Employer a period of 10 Business Days to authorise or complete it.'

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.'

Clause 2.2.2 Delete clause 2.2.2 and insert:

'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 revised and returned to the Contractor by the Employer in accordance with the Contractor's Design Submission Procedure set out in Schedule 1 without the prior consent (not to be unreasonably withheld or delayed) in writing of the Employer.'

Clause 2.3 In line 1 insert 'non-exclusive' before 'possession'.

Clause 2.6.1 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 2.7.1 Delete clause 2.7.1 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 2.7.2 In lines 3-4 delete 'one copy, certified on behalf of the Employer, of the Contract Documents, together with'

Clause 2.7.4	In lines 2-3, delete the words: 'in connection with the maintenance, use, repair, advert, letting or sale of the Works' and insert at the end of the clause: 'for the purposes set out in clause 2.38.2.'
Clause 2.9	<p>Delete clause 2.9 and insert:</p> <p>'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 2.25 or otherwise) or to any entitlement on the part of the Contractor to loss and expense (whether under clause 4.20 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).'</p>
Clause 2.10.1	In lines 2-3 delete the words: 'and such instruction shall be treated as a Change' and insert 'and the Contractor shall comply with such instruction without cost to the Employer'
Clause 2.11	<p>Delete clause 2.11 and insert:</p> <p>'The Contractor accepts the responsibility for the Employer's Requirements including any design undertaken by or for the Employer that is contained or referred to in those requirements.'</p>
Clause 2.12.1	<p>Delete the words in clause 2.12.1 and insert:</p> <p>'If any inadequacy is found in any design in the Employer's Requirements the Contractor shall immediately notify the Employer of his proposed amendment to deal with it and the Employer shall either agree the proposed amendment or (subject to compliance with the Statutory Requirements) shall issue an instruction as to how the inadequacy is to be dealt with. In either case the Contractor shall not be entitled to any adjustment to the Contract Sum nor any extension of time.'</p>
Clause 2.12.2	Delete the words in this clause and insert: 'Not used'
Clause 2.13	<p>Delete 'as is referred to in clause 2.12 or any other' and replace with:</p> <p>'(other than any inadequacy in design)'</p>
Clause 2.14.1	Delete the words in this clause and insert: 'Not used'
Clause 2.14.2	<p>Delete the words in clause 2.14.2 and insert:</p> <p>'Where there is an inadequacy discrepancy or divergence as referred to in clause 2.13 the Contractor shall immediately notify the Employer of his proposed amendment to deal with it and the Employer shall either agree the proposed amendment or (subject to compliance with the Statutory Requirements) shall issue an instruction as to how it is to be dealt with. In either case the Contractor shall not be entitled to any adjustment to the Contract Sum nor any extension of time.'</p>
Clause 2.15.1	In the second sentence delete 'entirely at his own cost' and insert: 'at no additional cost to the Employer' and delete 'and the Employer shall note the amendment on the Contract Documents'
Clause 2.15.2.1	<p>In line 1 after 'Statutory Requirements' add:</p> <p>'that could not reasonably have been foreseen by a competent contractor at the Base Date'.</p>

- Clause 2.15.2.2 In line 3 after 'Base Date' insert: 'that could not reasonably have been foreseen by a competent contractor at the Base Date,' and in line 5 before '.' insert '**provided always** that any amendment to the Contractor's Proposals necessary for conformity with Building Regulations or for conformity with any requirement or decision of a building control officer and/or fire officer shall not be treated as a Change'
- Clause 2.17.1 Delete the words in clause 2.17.1 and insert:
- 'The Contractor warrants and undertakes to the Employer that:
- 2.17.1.1 he has exercised and will continue to exercise in the design of the Works the Required Standard;
 - 2.17.1.2 he is responsible for the entire design of the Works including any design contained in the Employer's Requirements, all design contained in the Contractor's Proposals and all design which he prepares or has prepared on his behalf by any of his Sub-Contractors;
 - 2.17.1.3 the design of the Works and of each part of the Works will, when completed, comply with any performance-related requirement included or referred to in the Contract Documents;
 - 2.17.1.4 the various elements of the design of the Works will be properly co-ordinated and integrated, one with another; and
 - 2.17.1.5 the Contractor shall design and construct the Works in compliance with all Consents (including the discharge of any reserved matters in planning consents relating to the Works), Statutory Agreements, Statutory Requirements, relevant codes of practice British Standards or EU equivalents and manufacturers recommendations and the requirements of the insurers of the Employer (insofar as details have been provided to the Contractor at the date of this Contract).
- Clause 2.21 In the second sentence delete: 'Interim Payment' and insert: 'Gross Valuation in respect of which the Interim Payment due has been paid or discharged'
- Clause 2.22 In lines 1-2 delete 'Interim Payment' and insert: 'Gross Valuation in respect of which the Interim Payment due has been paid or discharged'
- Clause 2.25.1.2 In line 1 after 'Section' insert: 'has been or'
- Clause 2.25.1.3 At the end of clause 2.25.1.1 delete 'and'. At the end of clause 2.25.1.2 delete the comma and replace with ';'.

Insert the following new clause after 2.25.1.2:
- '.3 and **provided that** the Contractor has complied with clause 2.25.6;'
- Clause 2.25.6.5 At the end of clause 2.25.6.3 delete 'and'. At the end of clause 2.25.6.4 delete the full stop and replace with ';'.

Insert the following new clauses 2.25.6.5 - 2.25.6.7:
- '2.25.6.5 (save in respect of clause 2.26.9 and provided, in that case, that the Contractor has complied fully with any obligation to maintain insurance against Specified Perils under this Contract and complied fully with the terms of any policy in respect of those perils) notwithstanding any other provision of this Contract the Contractor shall not be entitled to an extension of time 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;

2.25.6.6 in estimating any extension of time, any delay caused by a Relevant Event which is concurrent with another delay for which the Contractor is responsible shall not be taken into account; and

2.25.6.7 the Contractor shall use all reasonable endeavours to mitigate the effects of any delay in the progress of the Works.'

Clause 2.26 In line 1, first paragraph, before ':' insert '(but only to the extent that such events are not in any way consequent upon or necessitated by any negligence, omission, error, default, breach of contract or breach of statutory duty of the Contractor, or the Contractor's Persons)'

Clause 2.26.1 Insert at the end of this clause: '(except to the extent that the Contractor has planned, programmed and priced work for the same)'.

Clause 2.26.2.1 Delete the words in clause 2.26.2.1 and insert:

'under clause 2.13 in respect of instructions in regard to any inadequacy, discrepancy or divergence in or between any instruction referred to in clause 2.13.3.'

Clause 2.26.2.2 After '3.11' insert: '(subject to the terms of clause 3.11)'

Clause 2.26.2.3 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 2.26.5 At the end of clause 2.26.5 insert: 'or clause 8.10.3'

Clause 2.26.7 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 2.26.8 Delete the words in clause 2.26.8 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 2.26.11 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 2.26.12 In line 2 before ';' insert 'which the Contractor could not have reasonably foreseen at the Base Date'

Clause 2.29.3 In line 2 after 'pay or repay' insert: 'or allow'

In line 3 before '.' insert '**provided that** the fixing of such later Completion Date shall not invalidate the Employer's notice as to deduction of liquidated and ascertained damages and the payment or repayment of the amounts under this clause shall be limited to the net difference between the amounts deducted and the amounts properly

due after the fixing by the Employer of the later completion date. Interest shall not be payable by the Employer on any amounts payable or repayable under this clause 2.29.3'

Clause 2.30 In lines 4-5 delete 'The Contractor shall thereupon give to the Employer' and insert: 'The Employer shall thereupon give to the Contractor'

Clause 2.31 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 Notice of Making Good in respect of the whole of the Works'.

Clause 2.35A 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 2.38.2 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 2.38.4 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 2.38.5 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 2.38.6 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 2.39 Add a new clause 2.39 as follows:

'Third Party Agreements

2.39.1 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.

2.39.2 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 2.40 Insert a new clause 2.40 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 clauses 2.35 to 2.36. 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 Change or instruction of the Employer's Agent (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 2.41 Insert new clause 2.41 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 it, the Contractor shall liaise with the Employer and/or the Employer's Agent 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 Employer's Agent early warning of the anticipated occurrence of Relevant Events or Relevant Matters which an experienced contractor, acting competently and diligently, could have foreseen.'

Clause 2.42 Insert new clause 2.42 as follows:

'Without prejudice to the Contractor's obligations under clause 2.40 if the carrying out of the Works or of any obligation pursuant to clauses 2.35 to 2.36 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 2.43 Insert new clause 2.43 as follows:

Without prejudice to the obligations of the Contractor under clause 2.40 and 2.42, 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 2.44 Insert new clause 2.44 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 2.45 Insert new clause 2.45:

'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 2.24 but shall not be entitled to claim additional payment or any additional cost incurred.'

Clause 2.46 Insert new clause 2.46:

'Subject to Clause 2.45, 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 or have affected the execution of the Works.'

Clause 2.47 Insert new clause 2.47:

'Without limitation to Clause 2.46, 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 2.48 Insert new clause 2.48 as follows:

- '2.48.1 Without prejudice to the requirements of clauses 2.45 to 2.47 inclusive, the Employer gives no warranty or representation as to:
- 2.48.1.1 subject always to clause 2.44, the condition of the Site or any adjoining property or any services in or under the Site; or
- 2.48.1.2 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.
- 2.48.2 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 In line 2 after 'Design and Build 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 3.4.1 In line 1 before 'the sub-contractor's employment' insert: 'subject to clause 8.7.2.3'
- Clause 3.4.2.8 Insert new clause 3.4.2.8:
- 'for provisions which comply with the requirements of clause 8.6.4;'
- Clause 3.5 Delete ', save that where an instruction requires a Change of the type referred to in clause 5.1.2 the Contractor need not comply to the extent that he notifies a reasonable objection to it to the Employer'.
- Clause 3.6 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 3.9.1 Delete from ', subject to clause 3.9.4' to the end of the clause.
- Clause 3.9.2 Delete the words in this clause and insert: 'Not used'.
- Clause 3.13.1 In line 1 after 'removal from the site' insert 'or rectification'
- Clause 3.17 Insert new clause 3.17:

'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 4.2.2 In line 3 after 4.13.3 add: 'and any other provision in this Contract which allows for deductions'
- Clause 4.2.3 Delete the words in this clause and insert: 'Not used.'

- Clause 4.9.1 In line 1 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 4.9.6 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 4.10.4 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 4.11.1 In line 4 before: 'his obligations' insert: 'any or all of'
- Clause 4.11.3 Delete 'or on request' in line 2.
- Clause 4.12.1.4 In line 4 before 'and they are not on the Works prematurely' insert ', the Contractor has complied with clause 2.21'
- Clause 4.15.2 Delete 'reasonable' in line 1.
- Clause 4.15.2.1 Delete 'and'
- Clause 4.15.2.2 At the end of the clause add '; and'
- Clause 4.15.2.3 Add a new clause 4.15.2.3:
- 'such Listed Items are complete and ready for incorporation in the Works'.
- Clause 4.16 Delete and replace with:
- 'With regard to the Retention, which the Employer may deduct and retain as referred to in clause 4.7.2.1 the Employer shall be:
- 4.16.1 under no fiduciary obligation to the Contractor or any third party;
- 4.16.2 under no obligation to set aside in a separate bank account any amount representing the Retention; and
- 4.16.3 entitled to the full beneficial interest in any interest accruing on the Retention and shall be under no obligation to account to the Contractor for any such interest.'
- Clause 4.17.3 In line 2 delete 'and 4.16' and insert ', 4.16 and 4.18'
- In line 3 after 'issued after the date of failure' insert '**provided that** the Retention Percentage shall be calculated in relation to the amount of all the Interim Payments made rather than the total amount included under clause 4.13.1 or 4.14.1 in any Interim Payment'
- Clause 4.18 In line 1 delete 'During' and insert 'Subject to clause 4.17.3 where applicable, during'
- Clause 4.18.2.1 In line 2 before ';' insert 'or for which the drawings and other information referred to in clause 2.37 have not been provided to the Employer'

Clause 4.18.3	In line 2 after 'practical completion' insert 'and for which the drawings and other information referred to in clause 2.37 have been provided to the Employer'
Clause 4.19.1	<p>In line 1 delete 'If' and insert: 'Subject to clause 4.19.4 and clause 2.41.2, if'.</p> <p>At the end of the last sentence in the clause insert: 'provided that he has made reasonable and proper efforts to avoid or reduce such loss and expense'</p>
Clause 4.19.3	<p>Insert new clause 4.19.3:</p> <p>'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 4.19 which is concurrent with another delay for which the Contractor is responsible shall not be taken into account.'</p>
Clause 4.19.4	<p>Insert new clause 4.19.4:</p> <p>'Notwithstanding any other provision of this clause 4.19 and clause 4.21, 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.'</p>
Clause 4.20.1	Insert at the end of this clause '(except to the extent that the Contractor has planned, programmed and priced work for the same)'.
Clause 4.21.2.2	<p>In line 2 after 'or test' insert 'or series of inspections or tests'</p> <p>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'</p>
Clause 4.21.3	Delete the words in this clause and insert: 'Not used'.
Clause 4.21.4	Delete the words in this clause and insert: 'Not used.'
Section 5	Changes
Clause 5.1.2.3	Delete 'or' from the end of the clause
Clause 5.1.2.4	Delete '.' from the end of the clause and insert ';
Clause 5.1.2.6	<p>Insert new clause 5.1.2.6:</p> <p>'without prejudice to the rest of this clause 5.1, an instruction from the Employer pursuant to clause 2.39.3, or'</p>
Clause 5.6	<p>Insert at the end of this clause:</p> <p>'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'</p>
Clause 5.8	<p>Insert new clause 5.8:</p> <p>'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</p>

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 4.20) where and to the extent that the circumstances giving rise to a Change 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 Contract Sum 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 2.35 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 2.35'

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 6.4.4 Insert new clause 6.4.4:

'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 6.4.5 Insert new clause 6.4.5:

'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 6.15 Delete clause 6.15 and insert:

6.15.1 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 EU.

6.15.2 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 6.15.1 is being maintained.

6.15.3 The Contractor shall inform the Employer if the insurance required by clause 6.15.1 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.

6.15.4 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.

6.15.5 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 6.16 Delete the words in this clause and insert: 'Not used.'

Clause 6.16A Insert new clause 6.16A:

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, Third Party Rights 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 Delete the words in this clause and insert: 'Not used.'

Clause 7.3.3 Delete the words in this clause and insert:

'If the Contractor does not comply with clauses 7.3.1 or 7.3.2, 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 these clauses.'

Clause 7.4 In line after 'the Contractor' insert: ', sub-consultants,'

Clause 7A Delete the sub-heading and words in this clause and insert:

'Rights for Beneficiaries

- .1 Where the Rights Particulars state that the Contractor shall confer third party rights on a Beneficiary under Appendix 4 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 4 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 7A or Appendix 4 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 7E 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 5 of this Contract subject only to any reasonable amendments as the relevant beneficiary may agree.'

Section 8 Termination

Clause 8.4.1.3 After 'remove' in line 2 insert:

'or rectify'

Clause 8.4.1.6 Insert new clause 8.4.1.6:

'fails to provide a performance bond and/or a parent company guarantee as required by clause 7.3'

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 Works shall transfer from the Contractor to the Employer immediately prior to the Contractor becoming Insolvent.'

Clause 8.7 Delete at the end of line 1, '8.6' and replace with '8.6A'

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 8.9.1.2 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 2.25 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 and insert:

'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.'

Clause 9.4 Delete and insert 'Not used'

Schedule 7 Fluctuations Options

Delete this schedule and insert 'Not used'.

Appendix 2
Performance Bond

Appendix 3
Parent Company Guarantee

Appendix 4

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 2.17 of the Contract:
 - (a) when performing any design for the Works;
 - (b) when complying with Clause 2.1.5 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 2.38 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 6.15 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 [REDACTED]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 5
Sub-Contractor Warranty

Appendix 6

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.

Appendix 7

[Route to contract and incentives]

[Insert details of 'cost certainty proposal']

Appendix 8

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 a artificial grass
pitches**

at []

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

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, supply and installation of artificial grass 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 7.3.2 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 assigns,

Contract means the JCT Design and Build Contract 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 [the relevant termination provisions 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.
- 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 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; or
- (c) facsimile transmission (transmitted before 4.00 pm on a working day) and confirmed by first class pre paid post.

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;
- (c) facsimile transmission sent in accordance with clause 18.2(c) on the date and time the facsimile is successfully transmitted as evidenced by the sender's facsimile transmission slip.

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) []

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

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

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 installation of artificial grass pitches (the **Project**) dated [REDACTED].
- (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 7.3.1 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 post or by facsimile (with a copy by first class post) and shall be sent to the Surety at [] or to such other address within the United Kingdom or facsimile number as the Surety may have previously notified in writing to the Beneficiary. Any demand or notice if delivered personally or by facsimile shall be deemed to have been served at the time of delivery or transmission 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 Design and Build Contract 2016 with project specific amendments dated [] for the Contract Sum of [] pounds (£[]).

Expiry: the [Insert 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 installation of
artificial grass pitches
at []**

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

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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 Design and Build 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 European Union equivalent) 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'	[REDACTED];
'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 [REDACTED] 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. **[¹Step-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. Each party irrevocably agrees that subject as provided below, the courts of England 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 []

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

jftsde

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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

- '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 the completed 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; and
 - (ii) not, without the contractor's written consent pursuant to the relevant Building Contract, make any material change to the designs or specifications for the Works after they have been settled or approved;
 - (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 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 Project or with whose systems or property the Project is or will be connected; and

- (d) it shall act impartially when carrying out its duties pursuant to the Building Contract or any other professional team appointments (where applicable).
- 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, reconstruction, 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 [EX] 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]

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 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: [REDACTED]

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: [REDACTED]

or such other address for service as the Consultant may have previously notified to the Client

Collateral Warranties

The other Beneficiaries are: [REDACTED]

Amount to be deducted pursuant to clause 10.1 of the Appointment: £[REDACTED] 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 £[REDACTED] for each and every claim / for any one occurrence or series of occurrences arising out of one event / in the annual aggregate; and
- (b) public liability insurance in the amount of £[REDACTED] for each and every claim / for any one occurrence or series of occurrences arising out of one event.

Limit of Liability

[REDACTED] for each and every claim / for any one occurrence or series of occurrences arising out of one event / in the annual aggregate

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]

DATE

201[]

(1) The Football Foundation

(2) []

**Professional Appointment
of a Framework Managing Consultant
(FMC)**

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

Ref: jft/sde

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DESIGN APPOINTMENT

THIS DEED IS DATED

201[]

PARTIES

- (1) **The Football Foundation** of Whittington House, 19-30 Alfred Place, Fitzrovia, London WC1E 7EA (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 [] (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 employer's agent services in connection with each Project.
- (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 the 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 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;

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

'Construction Regulations'	Products	the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC);
'Contractor'		the contractor referred to in the Order or any other such contractor or contractors 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 the 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: (a) the Project or the completed Project; and/or (b) in respect of the whole or any part of the Site, 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'		<p>means, where the Consultant is a body corporate any of the following occur:</p> <ol style="list-style-type: none"> 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 <p>Where the Consultant is a partnership it becomes insolvent:</p>

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 Act 1986; 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;

'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 the 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 the 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 be cost consultant and employer's agent for 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 a discretion exercisable as between the Client and the contractor the Consultant

shall exercise its discretion independently and fairly and keep the Client fully 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 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 the 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 cost consultant and employer's agent in carrying out equivalent services for developments of a similar size, scope, complexity, value and purpose to the 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 the Contractor and the Professional Team are not prevented or delayed in their work.
- 4.5 The Consultant shall liaise with the Professional Team and the Contractor, any sub-contractors and suppliers, and shall co-ordinate the Consultant's professional duties with their respective services.
- 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 European Union equivalent) 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 the 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 and for the approval of or changes in design, specifications or materials and for the inspection of the 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 the Building Contract to the date of practical completion of the Project under the Building Contract. The Consultant shall further ensure that observations of the Site shall be made by the Consultant at least once every week; 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 include 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 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 (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; or
- (c) in the case of payments due to the Client submission to the Consultant of a written application together with any supporting documents that are reasonably necessary to check the notice. The notice and supporting documents shall specify the sum that the Client considers will become due on the payment due date and the basis on which that sum is calculated. The payment due date pursuant to this sub-clause shall be the date of receipt by the Consultant of the Client's written application.
- 5.5 The Client (or in the case of payments due to the Client the Consultant) shall not later than 5 days of the payment becoming due issue to the other party 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 28 days after the date on which that payment becomes due.
- 5.7 Subject to Clause 5.9 and unless the Client (or in the case of payments due to the Client the Consultant) 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 Neither party may 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 other party 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 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 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 the 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 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.
- 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 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

- 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 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 the Project or with whose systems the Project is or will be connected, including, without limitation, the duties of a designer and 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; or
 - (c) facsimile transmission (transmitted before 4.00 pm on a Working Day) and confirmed by first class pre-paid post.
- 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;
 - (c) facsimile transmission on the date and time the facsimile is successfully transmitted as evidenced by the sender's facsimile transmission slip; and
- 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 1²
The Services

All the Services that would reasonably be expected of a cost consultant and employer's agent experienced in carrying out services for projects of a similar size, scope, value, character and complexity to the Project including, without limitation:

Part 1 Cost Consultant

[REDACTED]

Part 2 Employer's Agent

[REDACTED]

² Insert schedules of Services for the various Consultant roles

Appendix 1

Form of Order

Appendix 2
Deed of Collateral Warranty

DATE

201[]

(1) The Football Foundation

(2) []

**Professional Appointment
of a Specialist Testing Consultant
(STC)**

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

Ref: jft/sde

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DESIGN APPOINTMENT

THIS DEED IS DATED

201[]

PARTIES

- (1) **The Football Foundation** of Whittington House, 19-30 Alfred Place, Fitzrovia, London WC1E 7EA (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 [] (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 *[insert details of specialist testing services]* services in connection with each Project.
- (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 the 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 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;

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

'Construction Regulations'	Products	the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC);
'Contractor'		the contractor referred to in the Order or any other such contractor or contractors 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 the 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: (a) the Project or the completed Project; and/or (b) in respect of the whole or any part of the Site, 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'		<p>means, where the Consultant is a body corporate any of the following occur:</p> <ol style="list-style-type: none"> 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 <p>Where the Consultant is a partnership it becomes insolvent:</p>

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 Act 1986; 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;

'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 the 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 the 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 be [REDACTED] for 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 a discretion exercisable as between the Client and the contractor the Consultant

shall exercise its discretion independently and fairly and keep the Client fully 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 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 the 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 [REDACTED] in carrying out equivalent services for developments of a similar size, scope, complexity, value and purpose to the 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 the Contractor and the Professional Team are not prevented or delayed in their work.
- 4.5 The Consultant shall liaise with the Professional Team and the Contractor, any sub-contractors and suppliers, and shall co-ordinate the Consultant's professional duties with their respective services.
- 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 European Union equivalent) 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 the 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 and for the approval of or changes in design, specifications or materials and for the inspection of the 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 the Building Contract to the date of practical completion of the Project under the Building Contract. The Consultant shall further ensure that observations of the Site shall be made by the Consultant at least once every week; 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 include 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 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 (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; or
- (c) in the case of payments due to the Client submission to the Consultant of a written application together with any supporting documents that are reasonably necessary to check the notice. The notice and supporting documents shall specify the sum that the Client considers will become due on the payment due date and the basis on which that sum is calculated. The payment due date pursuant to this sub-clause shall be the date of receipt by the Consultant of the Client's written application.
- 5.5 The Client (or in the case of payments due to the Client the Consultant) shall not later than 5 days of the payment becoming due issue to the other party 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 28 days after the date on which that payment becomes due.
- 5.7 Subject to Clause 5.9 and unless the Client (or in the case of payments due to the Client the Consultant) 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 Neither party may 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 other party 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 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 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 the 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 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.
- 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 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

- 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 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 the Project or with whose systems the Project is or will be connected, including, without limitation, the duties of a designer and 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; or
 - (c) facsimile transmission (transmitted before 4.00 pm on a Working Day) and confirmed by first class pre-paid post.
- 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;
 - (c) facsimile transmission on the date and time the facsimile is successfully transmitted as evidenced by the sender's facsimile transmission slip; and
- 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 1²
The Services

All the Services that would reasonably be expected of a [] experienced in carrying out services for projects of a similar size, scope, value, character and complexity to the Project including, without limitation:

[insert relevant scope of services for specialist testing consultant]

² Insert schedules of Services for the various Consultant roles

Appendix 1

Form of Order

Appendix 2
Deed of Collateral Warranty

Part 2

Employer's Requirements

Volume 2

Schedule 5: Template Documents

Part 2 – Employer’s Requirements

Contract Ref:	T10351
Date:	September 2019
Issue:	1

Document Control

Revisions

Job Ref	Revision	Date	Prepared	Checked	Amended	Notes
10351	--	30/05/19	NT	KT		For Client Review
10351	A	16/07/19	NT	KT	NT	Following Client Review
10351	B	02/09/19	NT	KT	NT	Tender Issue

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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

1. Project Particulars

1.1. The Project

1.1.1. To design, supply and install new AGP pitch and associated works including the following at [insert site address]:-

- Provision of new artificial grass (AGP) pitch
- Provision of associated works in connection with the installation of a new AGP

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 **JCT Design and Build Contract (2016) (incorporating Pre-Construction Services)**.

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 AGP 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 motor cycle 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 "Invitation to Tender" in response to the "Project Brief" and these Employer's Requirements and submit a lump sum as a "Guaranteed Maximum Price" (GMP) using the template Contract Sum Analysis.
- 4.1.2. The Employer or the Employer's Agent will verify the submitted tender response and Contract Sum Analysis to ensure that submitted tender price represents good value for money.
- 4.1.3. Subject to the Contract Sum Analysis being acceptable to the Employer, the Employer's Agent will execute a contract between the Employer and Contractor to undertake "Pre-Construction Services".
- 4.1.4. The Contractor shall then work collaboratively with the Project Team to develop the "Contractor's Proposals" and final "Contract Sum" prior to the commencement of the building 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. **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

5.3.3. **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 specification is provided at **Appendix B – Project Specification**. The following specifications are applicable to this project (Tick all that apply):-

Ref	Project Specification Description	Required (Tick all that apply)
01	PITCH DIMENSIONS & ORIENTATION	<input checked="" type="checkbox"/>
02	FORMATION, DRAINAGE, SUBBASE AND BASE CONSTRUCTIONS	<input checked="" type="checkbox"/>
03	RESURFACING OF EXISTING PITCHES	<input checked="" type="checkbox"/>
04	FOOTBALL TURF	<input checked="" type="checkbox"/>
05	RUGBY TURF	<input checked="" type="checkbox"/>
06	HOCKEY TURF	<input checked="" type="checkbox"/>
07	FENCING, GATES AND ACCESS	<input checked="" type="checkbox"/>
08	SPORTS EQUIPMENT	<input checked="" type="checkbox"/>
09	SPORTS LIGHTING	<input checked="" type="checkbox"/>
10	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	<input checked="" type="checkbox"/>
11	ACCESSWAYS, PERIMETER MARGINS & SPECTATOR AREAS	<input checked="" type="checkbox"/>
12	MAINTENANCE EQUIPMENT	<input checked="" type="checkbox"/>
13	PITCH USAGE MONITORING	<input checked="" type="checkbox"/>

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 Agrément 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

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/AGP Supplier (Works/Services Required)

[* delete as appropriate dependent on whether it is the “FMC” or “AGP Supplier”.
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

[AGP Supplier and FMC Consultant to provide a brief method statement with each project proposal]

Cost Proposal

[Set out cost requirements. The AGP Supplier 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 or Competitive Award Procedure.)]

Tender Return

[Set tender return date for direct award]

Appendix B

Project Specification

AGP Framework 2020				
Employer's Requirements	1	INTRODUCTION	Version	1.1

1 Introduction

These Employer's Requirements define the performance, sports federation certification, materials quality, construction quality and warranty requirements for synthetic turf sports pitches procured through the Football Foundation AGP Framework 2020. They shall be read in conjunction with the Contract Preliminaries, Project Briefs and all other associated specification and contract documentation issued for the projects.

2 Definitions & terminology

The following definitions shall apply:

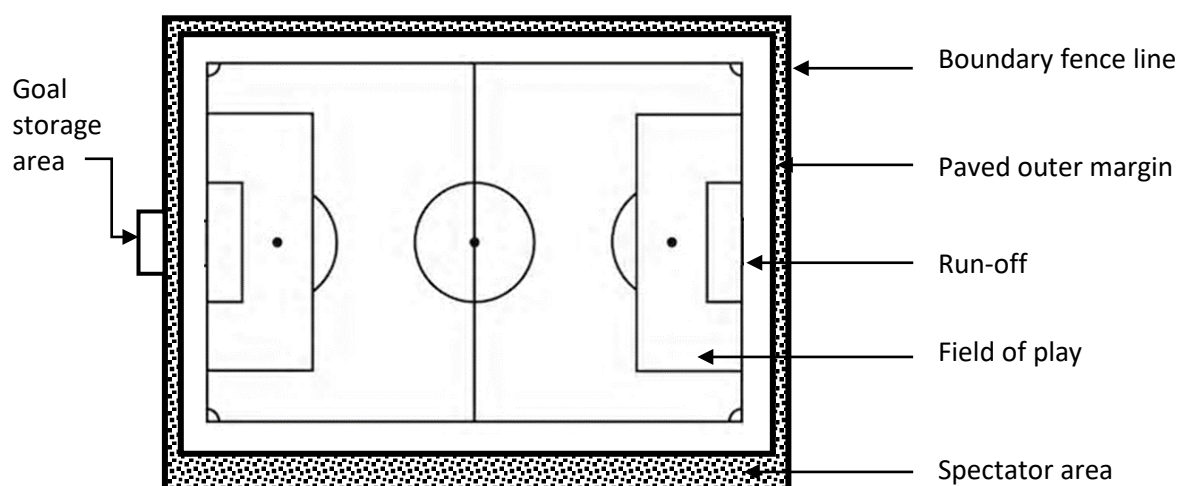
Framework Supplier (FS) – the company appointed through the Football Foundation's AGP Framework 2020 to design and construct the synthetic turf pitch.

Framework Managing Consultant (FMC) – the company appointed by the Football Foundation to provide contract administration and Employer's Agent services to projects procured via the Football Foundation's AGP Framework 2020.

Specialist Testing Consultant (STC) - the company appointed by the Football Foundation to provide specialist key stage inspection and testing services to projects procured via the Football Foundation's AGP Framework 2020.

Concept Design Document (CDD) – a site/project specific document that defines the precise requirements for each project being procured via the Football Foundation's AGP Framework 2020.

The following terminology is used within these Employer's Requirements:



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3 Design responsibilities

The Framework Supplier shall assume full responsibility for the preparation of the design, and for the construction of the whole of the project as described in the Project Brief. Any preliminary or preferred scheme indicated in the Concept Design document Brief or the Employer's Requirements represents a discharged portion of the design service previously commissioned by the Framework Managing Consultant. The Framework Supplier shall use any such scheme as a basis for the development of the undischarged portion of the pitch's design.

The Framework Supplier shall conform to the mandatory data and any dimensions indicated in the tender documents. Any materials, fixings, foundations or drainage detail indicated in these documents are typical only and shall not relieve the Contractor in any way of any of his design or other responsibilities.

4 Quality of materials and workmanship

Where and to the extent that materials, products and workmanship are not fully specified they are to be:

1. suitable for the purposes of the Works stated in or reasonably to be inferred from the contract documents.
2. in accordance with good sports field building and/or engineering practice, including the relevant provisions of current British Standards.

5 Site Access and Limitations of Working Space

The Framework Supplier shall allow for forming a suitable site access to allow the works to be undertaken during the agreed contract period. This shall include providing all temporary roads, hard standings, crossings and the like necessary for carrying out the whole of the Works. On completion of the works the contractor shall remove any temporary haul roads and fully reinstatement access way.

The Framework Supplier shall confine everything pertaining to the Contract within the area of the proposed works and surrounding areas. The Framework Supplier operations are to be confined to the minimum area required to carry out the works, which shall be executed carefully so as to cause minimum nuisance and inconvenience to the users of adjoining facilities.

6 Key stage inspections

Where the Framework Supplier has given notice that a particular operation or stage of the works will be ready for inspection by the Specialist Testing Consultant on a specified date and the STC then find that the works are not complete on that date so that the inspection cannot be carried out or completed necessitating a further visit, the additional cost incurred, including all expenses, will be borne by the Framework Supplier.

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The Framework Supplier shall also be liable for all costs, including expenses, incurred as a result of their consultants having to make additional visits to recheck areas of the works identified as not been in accordance with the Employer's Requirements and or Concept Design Document.

7 Failure of tests

Should any samples or intermediate stages of construction tested be found, in the opinion of the STC, to be unsatisfactory or likely to produce unsound work, the defective material or the consignment which the sample represents shall be removed from the site or suitable corrective action taken. Notwithstanding that, any sample or intermediate work stage, which has been accepted by the FMC or STC, may subsequently be rejected if they decide that the quality has in any way deteriorated.

The Framework Supplier shall, at their own expense, remove and replace all rejected materials, or correct any intermediate work stage shown to be outside specification. Any delays consequential upon the rejection of any sample or work stage shall not in any way relieve the Framework Supplier from his responsibility with regard to completion within the Contract Period.

Work corrected or materials replaced for these reasons will be re-checked by the STC or re-tested as determined by the FMC. 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 Framework Supplier.

8 Time lapse and drone video recording of the construction period

During construction time lapse videos of the works shall be recorded. One completion of the works a drone video of the site shall be taken (day and night shots with sports lighting in operation).

There shall no branding on either the time lapse or drone videos.

Copies of the time lapse and drone videos, in MP4 or MOV format, shall be transferred to the FMC, Football Foundation and field owner at the time of handover, using *We Transfer* or *Drop Box* file transfer.

When transferring the videos to the FMC, Football Foundation and field owner the Framework Supplier shall be deemed to be granting them to use the content for publicity and commercial activities.

The videos shall meet the following requirements:

Time lapse during construction

Minimum resolution Minimum HD 1080p 1920 x 1080, preferably 4K.
CCTV cameras shall not be used.

Frequency of imaging One image every 3 minutes throughout each working day.

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Power requirements Either a small solar panel or permanent power put in place by the Framework Supplier

Mounting requirements The Framework Supplier shall provide their own mounting position e.g. a 6m root mounting lighting column to put the camera on


Remote monitoring The Framework Supplier shall monitor the camera and ensure it is working.

Drone imaging of completed field

Minimum resolution Minimum 1080p 25fps, preferably 4K.

Supplier requirements The operator of the drone shall be CAA licenced and have specific drone insurance with a valid permit for commercial operations

Expected output One 15-minute flight to give a variety of shots

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Employer's Requirements	02	PITCH DIMENSIONS & ORIENTATION	Version	1.1

1 Introduction

A pitch comprises the field of play and perimeter run-off margins. Unless otherwise specified these shall be in accordance with this document.

In addition to the field of play and perimeter run-offs, paved perimeter margins, spectator areas and goal storage areas are normally incorporated into the footprint of the pitch. These shall be as specified in this document and the Concept Design Document.

2 Dimensions

2.1 Football

Unless otherwise specified, the layout, and dimensions of all pitches shall be in accordance with the *FA Guide to 3G Football Turf Pitch Design Principles and Layouts*¹,

User group	Field of play	End run-offs	Side run-offs	Total synthetic turf area
U17 & U18 Over 18 - 11 v 11	100m x 64m	2 x 3m	2 x 3m	106m x 70m
U11 and U12 9 v 9	73m x 46m	2 x 3m	2 x 3	79m x 52m
U9 and U10 - 7 v 7	55m x 37m	2 x 3m	2 x 3m	61m x 43m


In addition to the synthetic turf area, pitches shall include:

- Goal storage areas, as required and detailed in the *FA Guide to 3G Football Turf Pitch Design Principles and Layout*, 2019 edition and or detailed in the Concept Design Document;
- Spectator areas as required and detailed in the *FA Guide to 3G Football Turf Pitch Design Principles and Layout*, 2019 edition and or the Concept Design Document;
- 0.3m wide (min) paved margins around the outside of the pitch wherever there is no paved spectator area or 500mm high (minimum) solid fence panel adjacent to the synthetic turf.

2.2 15 a-side Rugby Union

Field of play	Dead ball zone	End run-offs	Side run-offs	Total synthetic turf area
100m x 70m	2 x 5m	2 x 5m	2 x 5m	120m x 80m

¹ www.thefa.com

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In addition to the synthetic turf area pitches shall include:

- Spectator areas as specified by the RFU and or the Concept Design Document;
- 0.3m wide (min) paved margins around the outside of the pitch wherever there is no paved spectator area or 500mm high (minimum) solid fence panel adjacent to the synthetic turf;
- Goal storage areas on dual use rugby / football pitches, as shown on the layout drawing in the Concept Design Document

2.3 11-a-side hockey

	Field of play	End run-offs	Side run-offs	Total synthetic turf area
FIH minimum	91.4m x 55.0m	2 x 3m	2 x 2m	97.4m x 59.0m
FIH recommended	91.4m x 55.0m	2 x 5m	2 x 3m	101.4m x 61.0m


FIH specify run-offs and minimum run-offs as detailed above. Some higher-level competition rules require pitches to have the recommend run-offs. Run-offs shall be in accordance with England Hockey competition regulations and or the Concept Design Document.

FIH specify the outer 1m portion of the run-off may be a hard-paved surface.

Hockey goal storage areas shall be a minimum 1.5m in depth.

3 Orientation

Unless specified in Concept Design Document, the main playing direction of a pitch shall be approximately north (between 285° and 20°) / south.

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Employer's Requirements	03	FORMATION, DRAINAGE, SUB-BASE AND BASE CONSTRUCTIONS	Version	1.1

Foreword

This section of the Employer's Requirements specifies the design, construction and performance requirements for the formation, drainage and base of any synthetic turf pitch procured via the AGP Framework 2020. They are based on the draft *Code of Practice for the Design, Specification and Testing of Bases for Outdoor Synthetic Sport Areas*¹.

1 Definitions

The following definitions apply:

Base – all elements of construction beneath the synthetic turf surfacing.

BS – British Standard published by the British Standards Institute². These include BS EN (British editions of European Standards) and BS ISO (British editions of International Standard Organisations) Standards.

Designer – the person or persons that develop and specify the design of the pitch.

Design Levels – the theoretical levels for the finished playing surface and/or underlying stages of construction as specified by the designer when developing the design concept for the facility.

MCDHW - Manual of Contract Documents for Highway Works³ published by the (UK) Department for Transport.

In accordance with common practice within the construction industry the depth of any individual construction layer specified is defined as the nominal compacted depth, which can be regarded as the design depth of the construction layer.

2 Basic Design Principles


The base works for the pitch will normally comprise the following layers from the bottom up:

- The natural soil (cut and/or fill), termed the formation (also known as the sub-grade)
- A drainage system designed to remove water that falls onto the playing surface or flows towards it from surrounding ground.
- A layer(s) of unbound aggregate termed the sub-base

¹ Currently being developed by SAPCA in conjunction with Sport England

² <https://shop.bsigroup.com>

³ <http://www.standardsforhighways.co.uk>

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- Either a layer of aggregates that can be graded to the tolerances required to receive the playing surface; termed the unbound base, or a layer or layers of bound asphalt, termed the bound (engineered) base, on which the playing surface is laid.

2.1 Design requirements

Based on specific site conditions the formation, sub-base, base and drainage system shall be designed to be able to:

1. Withstand all applied loads without excessive deformation or instability.
2. Restrict the likelihood of variable heave/settlement caused by frost penetration damage or volume changes in the formation soils.
3. Provide adequate drainage capability, and possibly storage potential, where appropriate, to ensure the design meets the need to remove surface water sufficiently quickly to avoid surface flooding during a prescribed storm return period.
4. To meet a design life of at least 25 years.
5. Have minimal impact on existing infrastructure such as services, drainage, etc.


Surface regularity is a key requirement of most sports' governing body specifications as it affects the playing quality and safety of athletes. This means the pitch surface shall remain stable throughout its service life, without significant changes in levels or differential settlement. The long-term stability of the base therefore requires the materials used to be durable and remain resistant to the applied mechanical and environmental loads (e.g. water, temperature variations, freezing, etc.) it will be subjected to.

The design and construction of the pitch shall be undertaken so it has minimal impact on any existing drainage (land or services) under or in the vicinity of the pitch.

2.2 Innovation and new construction methods

The criteria specified in this document are based on current best practice, but it is not the intention to restrict the innovation of new construction materials and methods. Such methods of construction are considered acceptable providing they achieve equivalent and/or appropriate performance in respect of:

- suitable stability and load-bearing capabilities
- adequate drainage values

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- surface levels
- longevity and/or warranties in line with the principles, criteria and ethos of this code of practice

Based on specific site conditions any innovative base or drainage system shall be designed to be able to meet the design principles detailed in Clause 2.1.

Some forms of synthetic turf pitch construction incorporate a thick ($\geq 25\text{mm}$) elastic layer or shockpad that, in addition to contributing to the dynamic performance of the playing surface, also acts as a form of bound base layer above the sub-base. In such cases the sub-base shall be constructed as detailed in these Employer's Requirements.

3 Formation

3.1 Design considerations

The formation is the material on which the pitch is constructed, and it needs to have adequate stability and load-bearing capacity to support the construction being placed on it. Its ability to achieve this will depend on a number of different factors including the various weather conditions that will occur during the seasons and the types of soils present on the site. Factors that need to be considered and minimised include the potential for:

- Frost heave
- Clay shrinkage/swelling
- Settlement (under the additional weight of the facility above)
- Vegetation disturbance (e.g. tree roots/weed growth)


3.2 Load-bearing capacity

When tested using a Dynamic Cone Penetrometer (DCP) to a depth of 0.5m below formation, in accordance with *Design Manual for Roads and Bridges HD29/08 Volume 7⁴ Section 3 clause 7.27* the inferred CBR value shall be $\geq 5\%$.

In the case of innovative and/or alternative base designs, the designer should justify any variation in the minimum requirements of formation performance.

It is recognised that due to the diversity of soils that can form a formation and their sensitivity to moisture, the requirements detailed above cannot always be achieved. In such cases one of the following ground preparation methods shall be used:

⁴ <http://www.standardsforhighways.co.uk/ha/standards/dmr/b/vol7/section3/hd2908.pdf>

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- Installation of suitable selected additional material to improve the formation strength and stiffness;
- Stabilisation (e.g. treatment with lime and cement or similar suitable procedures);
- Installation of a geo-synthetic supporting material (e.g. geo-grids) or similar to provide reinforcement between the sub-base and formation.

In any of the above solutions, the Designer shall provide evidence of the design details that have been put in place to compensate for the shortcomings of the formation.

3.3 Geosynthetic separating layer

A geosynthetic separation layer should be laid over the formation to separate it from the overlying sub-base. The membrane (either non-woven or woven) should have a minimum tensile strength of 8kN/m when tested in accordance with BS EN ISO 10319 and a static puncture strength of at least 1.5kN when tested in accordance with BS EN ISO 12236. The membrane should be laid with joints that overlap by at least 300mm or to the manufacturer's recommendations.

3.4 Slope

The formation grade shall preferably have the same slope as the final playing surface, which shall be in accordance with the appropriate sport's governing body standard as follows:

Football: *FIFA Quality Programme for Football Turf, Handbook of Requirements*⁵

Rugby: *Rugby Turf Performance Specification*⁶

Hockey: *FIH Hockey Turf and Field Standards*⁷

To minimise the potential for polymeric infills to migrate to the edges of a long-pile synthetic turf pitch and into the surrounding neighbourhood, the slope shall be 0.5% unless site specific factors require a larger profile.


3.4 Deviations from design levels

Formation levels shall not deviate from the design levels by more than +20/-30mm.

⁵ <https://football-technology.fifa.com/en/standards/>

⁶ <https://playerwelfare.worldrugby.org/playingsurfaces>

⁷ <http://www.fih.ch/inside-fih/fih-quality-programme-for-hockey-turf/facility-guidance-resources/>

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4 Drainage

4.1 Design considerations

The construction of the pitch shall incorporate a drainage system designed to remove rainfall from the playing surface at a rate to ensure that excess water is not allowed to build-up and restrict the use of the facility. The collected water should pass to the discharge outlet.

It may be a requirement to design the pitch's drainage capability to avoid the playing surface flooding to a specified level of risk, and/or to avoid excessive outlet discharge rates from the water that is collected (to restrict flooding risk downstream of the outfall). The permitted maximum drainage discharge rate may be stipulated as a condition of the planning approval for the facility and this may have a significant effect on the drainage design required (including the use of Sustainable Urban Drainage Systems - SUDS).


Due regard must be given to the size and location of any attenuation systems and soakaways and the calculations regarding their design shall be undertaken by a drainage expert. Due regard must be given to the fate of excessive surface water that is not collected in the water collection system and any associated risks to the local environs.

4.2 Performance and construction requirements

In the absence of any site-specific requirements the drainage system shall be designed and installed to:

- (i) Ensure that all surface water is removed from the playing surface at a rate greater than 180mm/h and ensure that no surface flooding will occur during heavy storms, or the facility will not be lost either through rain at the highest intensity which may be expected to occur once every ten years or through continuous rainfall of 200mm over a 24 hour period.
- (ii) Protect the installation from the effects of ground or surface water from the areas surrounding the pitch.
- (iii) Ensure no excessive water remains present in the construction that may result in a significant reduction of the load bearing capacity of the base or damage to the construction from the actions of frost.
- (iv) Prevent run-off from the pitch onto the surrounding land
- (v) Comply with all relevant requirements of BS EN 1610⁸

⁸ BS EN 1610:2015 Construction and testing of drains and sewers

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The minimum depth of drain trenches shall be the diameter of the drain plus 150mm. The minimum width of the drain trench shall be at least three times the diameter of the drainage pipe which shall be centrally located in the trench.

Pipe bedding materials shall be clean, durable pea gravel or similar. Flexible pipes shall be laid on a bed of 75mm minimum depth and the drainage trench back filled with similar granular materials to a minimum depth of 150mm above the crown of the pipe.

Rodding eyes or catch-pits, with covers, shall be installed to allow inspection and maintenance of the main elements of the drainage system.

Pre-cast concrete manholes and any soak-away type structures shall comply with BS 5911-3⁹. Units that bed onto bases shall be manufactured so that the full wall thickness is in contact with the base.

Any existing land drains cut through during the construction of the new facility shall be re-connected into the new drainage system.

The spacing between lateral drains will be dependent drainage system's design but shall be no more than 10m for drains with an external diameter of 80mm or greater and no more than 7m for drains with an external diameter of less than 80mm. Lateral drains shall normally be laid to a minimum slope of 0.5 %. Perimeter drainpipes with a minimum external diameter of at least 100 mm shall be laid when the drainage slope is at least 0.5%. For shallower slopes pipes with a diameter of at least 125 mm shall be laid. The minimum drainage slope shall be 0.3%.

4.3 Surface water drainage


Surface water drainage (gully drains, slot drains, etc) shall be provided to all paved areas (spectator areas, perimeter margins, equipment storage compounds, etc.) adjacent to the pitch. The drainage system shall include trash boxes with suitably sized mud-buckets/filters to capture any infill and prevent it being washed into the drainage system.

5 **Perimeter edgings**

The base of the pitch shall be contained within hydraulically pressed concrete kerbs complying with BS EN 1339¹⁰. They shall be laid to a true line and level with adequate up-stand for the subsequent fitting of the synthetic turf surface. They shall be well haunched in concrete.

⁹ BS 5911-3:2010+A1:2014 Concrete pipes and ancillary concrete products. Specification for unreinforced and reinforced concrete manholes and soakaways (complementary to BS EN 1917:2002)

¹⁰ BS EN 1339:2003 Concrete paving flags. Requirements and test methods

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6 Sub-Base

6.1 Design considerations

The sub-base shall:

- Provide adequate stability and load-bearing capacity in conjunction with the formation during both construction and in the long-term to support surface applied loads without excessive deformation or permanent damage. This shall include protection of the (weaker) formation soils beneath.
- Provide adequate stability to resist the effects of swelling, shrinkage or freezing in the formation soils.
- If the formation soils are frost susceptible, limit the likelihood of frost penetrating them.
- Provide adequate storage of infiltrating surface water when required as part of the design.

6.2 Sub-base depth

If the sub-base is being designed using a traditional construction method, based on the principles detailed in these Employer's Requirements, and having considered all specific site information, the sub-base shall have a design depth of at least 300mm. If ground conditions require, the depth of the sub-base shall be increased to satisfy the performance and construction requirements of these Employer's Requirements.


When alternative innovative forms of base design are being considered, the depth of the construction shall provide the levels of stability and longevity that are specified in this document.

At no point shall the installed depth be less than 90% of the design depth and the total area on which the depth is below the design depth shall not exceed 10% of the total surface area.

6.3 Sub-base materials

Unless an alternative innovative form of sub-base design is being used the sub-base shall be constructed from aggregates that comply with the requirements of BS EN 13285¹¹ and the MCDHW Series 800 (Clause 805).

¹¹ BS EN 13285:2018 Unbound mixtures. Specifications

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6.4 Load Bearing Capacity

When tested using a Light Weight Deflectometer (LWD) in accordance with BS 1924 Clause 9.2¹² the surface modulus on the prepared sub-base shall be greater than or equal to 40 MPa. If this requirement is not achieved the Framework Contractor shall provide proposals on how they propose to improve the stability of the sub-base to ensure a satisfactory construction.

7 **Base**

7.1 Introduction

The base layer used to regulate the sub-base on football and rugby pitches shall either be constructed with an unbound blinding layer or an asphalt (macadam) base.

Unless the design of a hockey pitch includes an elastic layer ≥ 30 mm in thickness, the base layer of a hockey pitch shall be asphalt.

7.2 Unbound base blinding layer

7.2.1 Aggregate grading

Unless otherwise specified by the Designer, an unbound base shall be constructed from aggregates that comply with all relevant clauses of BS EN 13285 and the particle grading given below.


Sieve size (mm)	% passing
16.0	100
14.0	90 -100
6.3	60 – 75
4.0	15 – 50
2.0	10 – 35
1.0	6 – 26
0.063	0 – 5

The unbound base layer shall be laid to a maximum depth of 50mm with no area being less than 20 mm thick.

7.3 Asphalt (macadam) base

If the base of the pitch is to be asphalt/macadam it shall comply with the following requirements.

¹² BS 1942: 2018 Hydraulically bound and stabilized materials for civil engineering purposes. Part 2: Sample preparation and testing of materials during and after treatment

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The asphalt shall comply with BS EN 13108-7¹³. The bitumen used in the asphalt mix shall be Class 60-70 or Class 80-100; and be in accordance with BS EN 12591¹⁴.

The bitumen content shall be between 3.4 % and 4.0 % and be in accordance with BS EN 12591.

The asphalt shall be manufactured, transported and laid in accordance with BS 594987¹⁵.

If a single layer construction is used it shall be either 0/10mm or a 0/14mm grade asphalt, laid to an average consolidated thickness of 40 mm, with no area being less than 30 mm.

If a two-layer construction is used the binder layer shall be either a 0/10mm, 0/14mm or a 0/20mm grade asphalt, laid to an average consolidated thickness of 40 mm with no area being less than 30mm thick, and the surfacing layer shall be a 0/6 mm or 0/10mm grade asphalt, laid to an average consolidated thickness of 25 mm with no area being less than 20mm.

7.4 Slope and deviation from design levels

The base shall have the same slope as the final playing surface, which shall be in accordance with the appropriate sport's governing body standard. Construction levels shall not deviate from Design Levels by more than ± 15 mm.

7.5 Surface regularity

The surface regularity of the base shall be in accordance with the appropriate sport's governing body Standard.

7.6 Water infiltration requirement


The base layer shall allow the percolation of water at a rate of more than 300 mm/h when tested in accordance with BS EN 12616¹⁶.

¹³ BS EN 13108-7:2016 Bituminous mixtures. Material specifications. Porous Asphalt

¹⁴ BS EN 12591:2009 Bitumen and bituminous binders. Specifications for paving grade bitumens

¹⁵ BS 594987:2015+A1:2017 Asphalt for roads and other paved areas. Specification for transport, laying, compaction and product type testing protocols

¹⁶ BS EN 12616:2013 Surfaces for sports areas. Determination of water infiltration rate

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8 Perimeter margins

If required (see ER 11), paved perimeter margins shall be designed to slope inwards from the fence line towards the pitch. Any surface water drain-outlets sited within the margin shall have suitable trash boxes and mud-buckets in accordance with clause 4.3.

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1 Introduction

The AGP Framework 2020 supports and endorses the handling of end of life synthetic turf pitches in accordance with the Waste Hierarchy¹, which seeks to ensure waste is handled in the most sustainable way by ranking waste management options according to what is best for the environment.

Framework Contractors shall prioritise the disposal of end of life synthetic turf surfacing systems as follows:

1. Processing and conversion of materials to allow their reuse as new products/materials
2. Repositioning into the market for alternative uses
3. Energy recovery (incineration)

Disposal through landfill shall only be undertaken when specific written approval has been granted by the Framework Managing Consultant. Such permission will only be granted when the Framework Supplier is able to demonstrate that all other options, listed above, are not viable.

Processing, repositioning or disposal shall only be undertaken by a company and process that is approved by FMC.

2 Legal obligations²

The lifting and disposal of existing synthetic turf carpets, infill and shockpads shall be undertaken in accordance with the Waste (England and Wales) Regulations 2011, as amended.

In accordance with the regulations the Framework Contractor shall be defined as the *Producer* and shall undertake the following legal obligations:

- Take all such measures which are available, and reasonable, in the circumstances to apply the waste hierarchy.
- Correctly classify their waste according to the most appropriate six-digit code found in the European Waste Catalogue (EWC)³;
- Ensure that the waste is collected by a registered carrier and that any business the waste is taken to, has a correctly permitted site.

¹ As detailed in the European Commission's Waste Framework Directive (Directive 2008/98/EC)

² As detailed in the SAPCA guidance on the legal regulations governing the handling and disposal of synthetic turf sports surfaces

³ The code for end of life synthetic turf currently being 20 01 99

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- Ensure that the operator of any site that accepts the waste either has an Environmental Permit or is registered with the Environmental Agency and has an appropriate⁴ Waste Exemption Permit.
- If the waste is to be exported from the UK for processing, ensure that all legal obligations including the Trans-frontier Shipment of Waste Regulations (2007), are satisfied.

3 Processing of materials to allow their reuse

3.1 Synthetic turf carpet

End of life synthetic turf carpet shall be lifted and taken to a plant licensed for the handling of waste synthetic turf surfacing to allow it to be processed and placed back into the market, as repositioned materials intended for alternative uses.

3.2 Infill materials

Sand and rubber infill materials shall either be:

- Extracted from the carpet on site and, subject to testing to verify suitability, be processed to clean and regrade to allow reuse within the new synthetic turf playing surface;
- Taken to a licensed waste handling plant for processing to allow the materials to be placed back into the market, either as recycled infill material or repositioned for alternative uses.

3.3 Shockpads

End of life shockpads shall be lifted and taken to a plant licensed for the handling of waste synthetic surfacing to allow it to be processed and placed back into the market, as repositioned material.

4 Reuse of existing shockpads

Wherever possible, existing shockpads should be retained and incorporated into the new synthetic turf surfacing system. To determine if an existing shockpad is suitable for reuse it shall be inspected by the Specialist Testing Consultant and tested in accordance with the procedures specified as follows:

Football: Clause 4.3 of the *FIFA Handbook of Requirements for Football Turf, October 2015 Edition*.

Rugby: Clause 8.5 of *World Rugby's Rugby Turf Performance Specification, 2016 Edition*


⁴ Appropriate means that the permit or exemption states that the EWC of the Waste (20 01 99 for synthetic turf) can be accepted at the site and that the process that the Waste is to be subjected to, is permitted at the specific site.

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Hockey: Clause 4.2.3 of Part 3 of the *FIH Hockey Turf and Field Standards*

In addition to satisfying the above requirements, samples of the shockpad shall be taken from the pitch and tested in the laboratory to determine if the shockpad's tensile strength is still compliant with the minimum tensile strength requirements of the relevant Standard listed above.

The thickness of the shockpad shall also be assessed on a 10m grid across the whole field to ensure a consistent depth ($\pm 15\%$ of the mean) was previously installed.

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Foreword

This section of the Employer's Requirements specifies the performance and material requirements for the synthetic turf surfacing system laid on any synthetic turf football pitch procured via the AGP Framework 2020.

1 Intended usage

The pitch will be used for a range of football related activities including football, small-sided football (all forms), football training, general physical training and any other sports activities specified in the Concept Design Document.

It is envisaged that dual-use (school & community) pitches will be subjected to up to 80 hours use per week, and stadia and club pitches will be subjected to approximately 40 hours use per week; an indication of the predicted use being given in the Concept Design Document. The actual levels of use shall be monitored throughout the life of the field (see ER 12¹ for details).

The pitch shall provide a satisfactory playing environment for a minimum of eight years and its performance and compliance with the relevant competition and performance standards shall be as detailed in warranty requirements (see ER 13² for details).

Footwear will be controlled by the field operator, and the use of flat soled sports shoes, will be restricted as far as possible, but 100 percent use of studded boots cannot be assured.

Maintenance will be undertaken in accordance with the Framework Supplier's instructions using equipment supplied under the contract to build the pitch (see ER 12¹ for details).

2 Design and construction requirements


2.1 Full size football pitches

Full size football pitches shall be designed and constructed to allow certification at handover and through the life of the playing surface in accordance with the performance warranty requirements of the *AGP Framework 2020*.

In summary these are:

¹ ER 12 – *AGP Framework [2019-23] Maintenance*

² ER 13 - *AGP Framework [2019-23] Performance and materials warranty*

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FA Competition Steps	
1 and 2	FIFA Quality Pro for the full warranty period
3 – 6	FIFA Quality with annual re-testing, for the full warranty period
7 and below	<u>Initial certification</u> FIFA Quality <u>Certification at Year 3</u> Fields not exceeding 4,500 playing hours (total) at the time of test: FIFA Quality Fields exceeding 4,500 playing hours (total) at the time of test: FA Register <u>Certification at Year 6</u> FA Register

2.2 Small-sided football pitches

Small-sided football pitches shall be designed and constructed to allow certification at handover and through the warranty period in accordance with BS EN 15330-1³.

3 **Synthetic turf surfacing quality standards**

The synthetic turf surfacing system shall be certified to the *FIFA Quality Pro* and *FIFA Quality* levels in accordance with the current laboratory testing requirements of the *FIFA Quality Programme for Football Turf*.

To minimise the potential for infill migration the surface shall, unless otherwise agreed with the Framework Managing Consultant, have a low splash rating when tested in accordance with FIFA TM 16⁴.


FIFA certification shall be based on the colours of the surfacing and line markings being offered for the project.

3.1 Synthetic turf carpet

The primary pile yarn shall be polyethylene mono-filament.

³ 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

⁴ FIFA TM 16 FIFA Quality Programme for Football Turf - Handbook of Test Methods

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The minimum tuft bind, when tested in accordance with BS ISO 4919⁵, shall be 45N.

The minimum tensile strength of the pile yarn, when tested in accordance with BSEN 13864⁶ before and after UV ageing in accordance with BS EN 14836 (Method 2)⁷ shall be 8N.

The minimum tensile strength of the carpet when tested in accordance with BS ISO 13934-1⁸ shall be 15N/100mm.

The synthetic turf carpet shall satisfy the requirements of the REACH Regulations Annex XVII Entry 50 and the Heavy Metal Migration limits specified in BS EN 71-3⁹ Table 2 Category III.

4 Shockpad quality standards

If the Football Turf system includes a shockpad it shall comply with quality requirements of the *ESTO Performance Guide to Shockpads*.¹⁰

The combined design of any shockpad and the synthetic turf carpet shall ensure that slippage and creep of the carpet does not occur.

5 Infill quality standards

5.1 Performance Infill

Unless otherwise specified in the Concept Design Document, the Performance Infill shall be End of Life Tyre (ELT) granulate. The particle grading shall be in accordance with the FIFA Quality Programme (FQP) Product Test Report and in the range 0.5mm – 2.5mm. It shall be machine laid to the depth specified in the FQP Product Declaration.

The performance infill shall comply with the following requirements: ¹¹

⁵ BS ISO 4919:2012 Carpets. Determination of tuft withdrawal force

⁶ BS EN 13864 Surfaces for sports areas. Determination of tensile strength of synthetic yarns


⁷ Surfaces for sports areas - Synthetic surfaces for outdoor sports areas - Test method for artificial weathering

⁸ BS EN ISO 13934-1:2013 Textiles. Tensile properties of fabrics. Determination of maximum force and elongation at maximum force using the strip method

⁹ BS EN 71-3:2019 Safety of toys. Migration of certain elements

¹⁰ www.estc.info

¹¹ Infills listed on the *SAPCA Quality Control Protocol for Sports Performance Infills* meet this requirement

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5.1.1 Inhalable Dust Content

The Inhalable Dust Content of the infill shall be classified as Very Low or Low when measured in accordance with BS EN 15051¹².

5.1.2 Effective free metal and free fibre content

The effective free metal and free fibre content shall be zero.

5.1.3 PAH content

PAH	Cas No.	Requirement	Test method
Benzo[a]pyrene (BaP)	50-32-8	≤ 20.0 mg/kg for the sum of the eight PAHs listed	PAH - AfPS 2014:01 PAK ¹³ Prior to chemical analysis, samples shall be prepared in accordance with Appendix A of draft European Standard prEN 17409 ¹⁴
Benzo[e]pyrene (BeP) C	192-97-2		
Benzo[a]anthracene (BaA)	56-55-3		
Chrysen (CHR)	218-01-9		
Benzo[b]fluoranthene (BbFA)	205-99-2		
Benzo[j]fluoranthene (BjFA)	205-82-3		
Benzo[k]fluoranthene (BkFA)	207-08-9		
Dibenzo[a,h]anthracene (DBaHA)	53-70-3		

Sampling for routine product testing – The infill manufacturer shall undertake routine sampling and testing in accordance with draft European Standard prEN 17409¹⁵.

5.1.4 Heavy Metal migration


Element	Migration limit (mg/kg)	Element	Migration limit (mg/kg)
Aluminium	70,000	Manganese	15,000
Antimony	560	Mercury	94
Arsenic	47	Nickel	930
Barium	18,750	Selenium	460
Cadmium	17	Strontium	56,000
Chromium (III)	460	Tin	180,000
Chromium (VI)	0.2	Organic tin	12
Cobalt	130	Zinc	46,000
Copper	7,700	Lead	160

¹² BS EN 15051-1:2013 Workplace exposure. Measurement of the dustiness of bulk materials. Requirements and choice of test methods

¹³ Published by the German Product Safety Commission

¹⁴ prEN 17409: 2019 Code of Practice for the Sampling of Performance Infills used Within Synthetic Turf Surfaces.

¹⁵ Suppliers listed on the *SAPCA Quality Control Protocol for Sports Performance Infills* satisfy this requirement

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Test method - As specified in Clauses 7 and 8 of BS EN 71-3

Frequency of testing - The manufacturer shall operate a quality assurance programme that allows for a minimum of one sample taken from production to be tested at least once every six months.

Sampling for routine product testing – The infill manufacturer shall undertake routine sampling and testing in accordance with draft European Standard prEN 17409.

5.1.5 Performance Infill quality management system

The manufacturer of the infill shall be independently certified as operating a quality management system for the production of the infill in accordance with BS EN ISO 9001¹⁶. Testing of the performance infill shall be undertaken by a test laboratory accredited to BS EN ISO/IEC 17025¹⁷ for the tests specified.

5.1.6 Certificates of conformity

Certificates of Conformity confirming compliance with the requirements of clause 5.1 shall be included in the Operations and Maintenance Manual provided when the pitch is handed over.

5.2 Stabilising infill

The stabilising infill shall be rounded sand in accordance with the FQP Product Declaration and in the particle range 0.2mm – 1.0mm.

The Inhalable Dust Content shall be classified as Very Low or Low (BS EN 15051).

6 **Installation standards**


6.1 Shockpad

If the synthetic turf surfacing system includes a shockpad it shall be designed and laid to ensure minimal remedial works are required when the synthetic turf carpet is removed and replaced in the future.

Insitu-laid shockpads shall be machine laid using a suitable paving machine to form one homogenous layer across the whole of the field. Continuous monitoring of climatic conditions shall be undertaken during the laying of the shockpad to ensure that materials are not laid or left to cure in conditions outside the specified working conditions of the polyurethane binder being used. These conditions shall be notified to the FMC prior to works commencing.

¹⁶ BS EN ISO 9001:2015 Quality management systems. Requirements

¹⁷ BS EN ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories

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Prefabricated shockpads shall either be inter-locking, ribbon bonded to the base or seamed along head joints in accordance with the manufacturer's instructions.

On completion of the shockpad installation the maximum undulation under a 3m straightedge, when tested in accordance with FIFA TM 12¹⁸, shall be 10mm.

6.2 Synthetic turf carpet

The synthetic turf carpet shall be laid in full widths across the pitch, other than where longitudinal rolls are laid to include run-offs and tufted side-line markings.

The method of jointing / seaming, including all in-laid line markings, shall be such that no ridge, groove or creases occur. The maximum carpet seam gap shall be no greater than the tuft gauge of the carpet. No seam shall be within 300mm of any permanent inlaid line.

Bonded joints shall be formed using jointing tape of not less than 400mm wide and polyurethane glue applied evenly to either side of the tape to a minimum total width of 300mm. The strength of the bonded joints shall meet the requirements set out in *FIFA Quality Programme for Football Turf*.

There shall be no tuft loops, random long tufts, loose tufts, tears, holes or melted areas, undulations, pile height variations or any other visual or manufacturing defects.

If replacement of defective carpet is deemed necessary by the Employer or their agent, this shall involve full replacement of a length and width of a carpet roll (as designed and manufactured). No patching whatsoever will be allowed without written approval of the Employer.


6.3 Line markings

The field shall be line marked in accordance with the Laws of the Game, as published by FIFA. Wherever possible lines shall be tufted into the carpet.

Football markings shall take priority over any other markings and be white in colour. Secondary markings, when required, shall be coloured as follows:

U11/U12 9v9: Blue
U9/U10 7v7: Yellow
U7/U8 5v5: Red

¹⁸ FIFA Quality Programme for Football Turf - Handbook of Test Methods

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The layout of secondary markings shall be as shown in *The FA Guide to 3G Football Turf Pitch Design Principles and Layouts*¹⁹.

Main pitch marking shall be tufted / inlaid into the synthetic turf carpet.

Unless specified differently in the Concept Design Document, secondary markings shall be painted onto the synthetic turf carpet. As specified in the CDD, the paint shall either allow for:

- Semi-permanent marking
- Easy and full removal of temporary lines

Lines shall be a single width between 100mm and 120mm wide and, when measured with a steel tape, be within 20mm of their specified position.

No carpet seam shall be within 300mm of any permanent inlaid line.

Straight lines shall not deviate by more than 10mm from a line joining their ends, nor include any sudden steps. Line edges shall be parallel and uniform.

For a period of eight years following Practical Completion each straight-line marking shall remain straight to within ± 20 mm of a tensioned string line joining its ends and all lines shall remain within ± 50 mm of their original position as measured at Practical Completion. Furthermore, no line shall exhibit any sudden irregularity or deviation greater than 10mm over a distance of 1 metre.

6.4 Stabilising infill

Stabilising infill shall be installed at the rate specified by the manufacturer of the synthetic turf surfacing system. It shall be installed in dry conditions and it shall be brushed into the carpet until an even thickness, at the specified application rate is achieved.


6.5 Performance infill

The performance infill shall be installed at the rate recommended by the manufacturer of the synthetic turf, it shall be installed dry condition and it shall be brushed into the carpet until an even thickness of fill is achieved and the correct amount of carpet free pile above the level of the infill is present.

6.5.1 Minimising environmental contamination

During the transportation, site storage and installation of the performance infill, steps shall be taken to minimising the risk of contamination of the environment by accidental spillage or poor working

¹⁹ www.thefa.com

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practices resulting in infill materials contaminating the surrounding environment of the pitch and storm water drainage systems. These shall include, but not be limited to:

- Storing big-bags and palletised bags in areas that can contain any infill spillage, ensuring that it cannot be flushed into storm water drainage systems or adjacent water courses. Such areas to be cleaned on completion of the works to ensure any spilt infill is collected and disposed of in an environmentally friendly way;
- Opening bags and loading spreading machines within the synthetic turf area, whenever possible;
- Using purpose made spreading machines to apply the infill in a controlled manner that minimises the risk of infill being thrown outside the area;
- Removing any infill caught on installation (or maintenance) plant before it leaves the synthetic turf area.

6.6 Field certification

Following completion of the pitch, and following any agreed period of establishment, the FMC/STC will arrange for it to be tested to determine if it satisfies the *FIFA Quality* category of performance, as defined in the *FIFA Quality Programme for Football Turf*. The Framework Supplier shall provide the following services during this process:


1. Making the on-line application to FIFA to allow a field test number and template report to be issued;
2. Ensure that all the required site samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them;
3. Provide a copy of the FIFA test report and field certificate (assuming the field has passed) to the Employer's Agent within three working days of it being issued by FIFA.

7 **Dual sports pitches**

7.1 Football / Rugby Union

If the pitch is to also be used for Rugby Union, the following additional requirements shall apply:

7.1.1 Additional design and construction requirements

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The pitch shall be designed and constructed to also allow certification at handover, in accordance with World Rugby requirements²⁰.

7.1.2 Additional synthetic turf surfacing system quality standards

The synthetic turf surfacing system shall be recognised by World Rugby as complying with the product requirements of their *Rugby Turf Performance Specification*.

7.1.3 Additional line markings

Permanent rugby line markings shall be installed in accordance with the *Laws of the Game - Rugby Union*²¹, as published by World Rugby. The lines shall be yellow in colour.

7.1.4 World Rugby field certification

Following completion of the pitch, and following any agreed period of establishment, the FMC/STC will arrange for it to be tested to determine if it also satisfies the field test requirements of World Rugby's *Rugby Turf Performance Specification*.

The Framework Supplier shall provide the following services during this process:

1. Making an on-line application to World Rugby to allow a field test number and template report to be issued;
2. Ensure that all the required samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them;
3. Provide a copy of the World Rugby test report and field certificate (assuming the field has passed) to the Employer's Agent within three working days of it being issued by World Rugby.


7.2 Football / Hockey

If the pitch is to also be used for hockey the following additional requirements shall apply:

7.2.1 Additional design and construction requirements

²⁰ As defined in World Rugby's Rugby Turf Performance Specification

²¹ <https://laws.worldrugby.org>

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The pitch shall be designed and constructed to enable certification in accordance with the FIH Multi-Sport Category 3²² standard.

7.2.2 Additional synthetic turf surfacing system quality standards

The synthetic turf surfacing system shall be an FIH Approved FIH Multi-Sport 3 product.

The minimum yarn thickness requirement detailed in Clause 2.1 is not mandatory for dual use football/hockey surfaces.

7.2.3 Additional line markings

Permanent hockey line markings shall be installed in accordance with the *Rules of Hockey*, as published by the FIH. The lines shall be yellow in colour. The dashed 5m shooting circle markings are not required.


7.2.4 FIH field certification

Following completion of the pitch and following any agreed period of establishment, the FMC/STC will arrange for it to be tested to determine if it satisfies the FIH Multi-sport 3 category of performance, as defined in Part 3 of the *FIH Hockey Turf and Field Standards*.

The Framework Supplier shall provide the following services during this process:

1. Ensure that all the required samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them;
2. Provide a copy of the FIH test report and field certificate (assuming the field has passed) to the Employer's Agent within three working days of it being issued by FIH.

²² As defined in the *FIH Hockey Turf and Field Standards*

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Foreword

This section of the Employer's Requirements specifies the performance and material requirements for the synthetic turf surfacing system laid on any synthetic turf rugby pitch procured via the AGP Framework 2020.

1 Intended usage

The pitch will be used for a range of rugby related activities including rugby, tag-rugby, rugby training, general physical training and any other sports activities agreed in writing by the Framework Supplier and Employer.

It is envisaged that dual-use (school & community) pitches will be subjected to up to 80 hours use per week, and stadia and club pitches will be subjected to approximately 40 hours use per week; an indication of the predicted use being given in the Concept Design Document. The actual levels of use shall be monitored throughout the life of the field (see ER 12¹ for details).

The pitch shall provide a satisfactory playing environment for a minimum of eight years and its performance and compliance with the relevant competition and performance standards shall be as detailed in warranty requirements (see ER 13² for details).

Footwear will be controlled by the field operator, and the use of flat soled sports shoes, will be restricted as far as possible.

Maintenance will be undertaken in accordance with the Framework Supplier's instructions using equipment supplied under the contract to build the pitch (see ER 12¹ for details).


2 Design and construction requirements

Full and small-sided size rugby pitches shall be designed and constructed to allow certification at handover and through the life of the playing surface in accordance with World Rugby's Performance Specification and Regulation 22³.

¹ ER 12 - AGP Framework [2019-23] Maintenance

² ER 13 - AGP Framework [2019-23] Performance and materials warranty

³ <https://www.world.rugby/handbook/regulations/reg-22/reg-22>

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3 Synthetic turf surfacing quality standards

The synthetic turf surfacing system shall be recognised by World Rugby as complying with the product requirements of their *Rugby Turf Performance Specification*⁴.

To minimise the potential for infill migration the surface shall, unless otherwise agreed with the Employer, have a low splash rating when tested in accordance with FIFA TM 16⁵.

3.1 Synthetic turf carpet

The primary pile yarn shall be polyethylene monofilament.

The synthetic turf carpet shall satisfy the requirements of the REACH Regulations Annex XVII Entry 50 and the Heavy Metal Migration limits specified in BS EN 71-3⁶ Table 2 Category III.

4 Shockpad quality standards

Shockpads shall comply with the quality requirements of the *ESTO Performance Guide to Shockpads*.⁷

The combined design of any shockpad and the synthetic turf carpet shall ensure that slippage and creep of the carpet does not occur.

5 Infill quality standards

5.1 Performance Infill

Unless otherwise specified, the Performance Infill shall be End of Life Tyre granulate. The particle grading shall be in accordance with the World Rugby Test Report Product Declaration and in the range 0.5mm – 2.5mm. It shall be machine laid to the depth specified in the Product Declaration.


The performance infill shall satisfy the following requirements:

⁴ World Rugby *Rugby Turf Performance Specification*

⁵ FIFA TM 16 FIFA Quality Programme for Football Turf - Handbook of Test Methods

⁶ BS EN 71-3:2019 Safety of toys. Migration of certain elements

⁷ www.estc.info

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5.1.1 Inhalable Dust Content

The Inhalable Dust Content of the infill shall be classified as Very Low or Low when measured in accordance with BS EN 15051⁸.

A minimum of one sample taken from production, shall to be tested at least once every three months.

5.1.2 Effective free metal and free fibre content

The effective free metal and free fibre content shall be zero.

5.1.3 PAH content

PAH	Cas No.	Requirement	Test method
Benzo[a]pyrene (BaP)	50-32-8	≤ 20.0 mg/kg for the sum of the eight PAHs listed	PAH - AfPS 2014:01 PAK ⁹ Prior to chemical analysis, samples shall be prepared in accordance with Appendix A of draft European Standard prEN 17409 ¹⁰
Benzo[e]pyrene (BeP) C	192-97-2		
Benzo[a]anthracene (BaA)	56-55-3		
Chrysen (CHR)	218-01-9		
Benzo[b]fluoranthene (BbFA)	205-99-2		
Benzo[j]fluoranthene (BjFA)	205-82-3		
Benzo[k]fluoranthene (BkFA)	207-08-9		
Dibenzo[a,h]anthracene (DBAhA)	53-70-3		

Sampling and routine product testing by the infill manufacturer shall be undertaken in accordance with draft European Standard prEN 17409¹¹.

5.1.4 Heavy Metal migration


Element	Migration limit (mg/kg)	Element	Migration limit (mg/kg)
Aluminium	70,000	Manganese	15,000
Antimony	560	Mercury	94
Arsenic	47	Nickel	930
Barium	18,750	Selenium	460
Cadmium	17	Strontium	56,000
Chromium (III)	460	Tin	180,000

⁸ BS EN 15051-1:2013 Workplace exposure. Measurement of the dustiness of bulk materials. Requirements and choice of test methods

⁹ Published by the German Product Safety Commission

¹⁰ prEN 17409: 2019 Code of Practice for the Sampling of Performance Infills used Within Synthetic Turf Surfaces.

¹¹ Suppliers listed on the *SAPCA Quality Control Protocol for Sports Performance Infills* satisfy this requirement

AGP Framework 2020				
Employer's Requirements	06	RUGBY TURF	Version	1.1

Chromium (VI)	0.2	Organic tin	12
Cobalt	130	Zinc	46,000
Copper	7,700		
Lead	160		

Test method - As specified in Clauses 7 and 8 of BS EN 71-3

Sampling for routine product testing – The infill manufacturer shall undertake routine sampling and testing in accordance with draft European Standard prEN 17409¹².

Frequency of testing - The manufacturer shall operate a quality assurance programme that allows for a minimum of one sample taken from production to be tested at least once every six months.

5.1.5 Performance Infill quality management system

The manufacturer of the infill shall be independently certified as operating a quality management system for the production of the infill in accordance with BS EN ISO 9001¹². Testing of the performance infill shall be undertaken by a test laboratory accredited to BS EN ISO/IEC 17025¹³ for the specific tests specified.

5.2 Stabilising infill

The stabilising infill shall be rounded sand in accordance with the FQP Product Declaration and in the particle range 0.2mm – 1.0mm.

The Inhalable Dust Content shall be classified as Very Low or Low (BS EN 15051).

6 **Installation standards**


6.1 Shockpad

The shockpad shall be designed and laid to ensure minimal remedial works are required when the synthetic turf carpet is removed and replaced in the future.

In-situ-laid shockpads shall be machine laid using a suitable paving machine to form one homogenous layer across the whole of the field. Continuous monitoring of climatic conditions shall be undertaken during the laying of the shockpad to ensure that materials are not laid or left to cure in conditions outside the specified working conditions of the polyurethane binder being used. These conditions shall be notified to the FMC prior to works commencing.

¹² BS EN ISO 9001:2015 Quality management systems. Requirements

¹³ BS EN ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories

AGP Framework 2020				
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Prefabricated shockpads shall either be inter-locking, ribbon bonded to the base or seamed alongside / head joints in accordance with the manufacturer's instructions.

On completion of the shockpad installation, the maximum undulation under a 3m straightedge, when tested in accordance with FIFA TM 12¹⁴, shall be 10mm.

6.2 Synthetic turf carpet

The synthetic turf carpet shall be laid in full widths across the pitch, other than where longitudinal rolls are laid to include run-offs and tufted side-line markings.

The method of jointing / seaming, including all in-laid line markings, shall be such that no ridge, groove or creases occur. The maximum carpet seam gap shall be no greater than the tuft gauge of the carpet. No seam shall be within 300mm of any permanent inlaid line.

Bonded joints shall be formed using jointing tape of not less than 400mm wide and polyurethane glue applied evenly to either side of the tape to a minimum total width of 300mm. The strength of the bonded joints shall meet the requirements set out by World Rugby.

There shall be no tuft loops, random long tufts, loose tufts, tears, holes or melted areas, undulations, pile height variations or any other visual or manufacturing defects.

If replacement of defective carpet is deemed necessary by the Employer or their agent, this shall involve full replacement of a length and width of a carpet roll (as designed and manufactured). No patching whatsoever will be allowed without written approval of the Employer.

6.3 Line markings

The field shall be line marked in accordance with the *Laws of the Game - Rugby Union*¹⁵, as published by World Rugby. Wherever possible lines shall be tufted into the carpet.


Rugby markings shall take priority over any other markings and be white in colour.

Lines shall be a 100mm wide, and when measured with a steel tape be within 20mm of their specified position.

No carpet seam shall be within 300mm of any permanent inlaid line.

¹⁴ FIFA Quality Programme for Football Turf - Handbook of Test Methods

¹⁵ <https://laws.worldrugby.org>

AGP Framework 2020				
Employer's Requirements	06	RUGBY TURF	Version	1.1

Lines shall not deviate by more than 10mm from a line joining their ends, nor include any sudden steps. Line edges shall be parallel and uniform.

For a period of eight years following Practical Completion each line marking shall remain straight to within $\pm 20\text{mm}$ of a tensioned string line joining its ends and all lines shall remain within $\pm 50\text{mm}$ of their original position as measured at Practical Completion. Furthermore, no line shall exhibit any sudden irregularity or deviation greater than 10mm over a distance of 1 metre.

6.4 Stabilising infill

Stabilising infill shall be installed at the rate specified by the manufacturer of the synthetic turf surfacing system. It shall be installed in dry conditions and it shall be brushed into the carpet until an even thickness at the specified application rate is achieved.


6.5 Performance infill

The performance infill shall be installed at the rate recommended by the manufacturer of the synthetic turf, it shall be in a dry condition and it shall be brushed into the carpet until an even thickness of fill is achieved and the correct amount of carpet free pile above the level of the infill is present.

6.5.1 Minimising environmental contamination

During the transportation, site storage and installation of the performance infill, steps shall be taken to minimise the risk of contamination of the environment by accident spillage or poor working practices resulting in infill materials contaminating the surrounding environment of the pitch and storm water drainage systems. These shall include, but not be limited to:

- Storing big-bags and palletised bags in areas that can contain any infill spillage, ensuring that it cannot be flushed into storm water drainage systems or adjacent water courses. Such areas to be cleaned on completion of the works to ensure any spilt infill is collected and disposed of in an environmentally friendly way;
- Opening bags and loading spreading machines within the synthetic turf area, whenever possible;
- Using purpose made spreading machines to apply the infill in a controlled manner that minimises the risk of infill being thrown outside the area;
- Removing any infill caught on installation (or maintenance) plant before it leaves the synthetic turf area.

AGP Framework 2020				
Employer's Requirements	06	RUGBY TURF	Version	1.1

6.6 Field certification

Following completion of the pitch's construction the FMC/STC will arrange for it to be tested to determine if it satisfies the field testing requirements of the *Rugby Performance Specification*. The Framework Supplier shall provide the following services during this process:

1. Making the on-line application to World Rugby to allow a field test number and template report to be issued;
2. Ensure that all required site samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them;
3. Provide a copy of the WR test report and field certificate (assuming the field has passed) to the FMC within three working days of it being issued by WR.

7 **Dual sports pitches**

7.1 Rugby Union/ Football

If the pitch is to also be used for football, the following additional requirements shall apply:

7.1.1 Additional design and construction requirements

The pitch shall be designed and constructed to also allow certification at handover, in accordance with *FIFA Quality level*¹⁶.

7.1.2 Additional line markings


Permanent football line markings shall be installed in accordance with the *Laws of Football*, as published by FIFA. The lines shall be yellow in colour.

7.1.3 FIFA field certification

Following completion of the pitch and following any agreed period of establishment the FMC/STC will arrange for it to be tested to determine if it also satisfies the field test requirements of *FIFA Quality Programme for Football Turf – FIFA Quality level*.

The Framework Supplier shall provide the following services during this process:

¹⁶ As defined in World Rugby's *Rugby Turf Performance Specification*

AGP Framework 2020				
Employer's Requirements	06	RUGBY TURF	Version	1.1

1. Making an on-line application to FIFA to allow a field test number and template report to be issued;
2. Ensure that all the required site samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them;
3. Provide a copy of the FIFA test report and field certificate (assuming the field has passed) to the FMC within three working days of it being issued by FIFA.

AGP Framework 2020				
Employer's Requirements	07	HOCKEY TURF	Version	1.1

Foreword

This section of the Employer's Requirements specifies the performance and material requirements for the synthetic turf surfacing system laid on any synthetic turf hockey pitch procured via the AGP Framework 2020. Four categories of hockey pitch may be constructed:

- Wet – Global category
- Sand-dressed – National category (hockey and mini-hockey only)
- Sand-dressed or sand-filled - Multi-sport 1 category (hockey plus recreation football, etc)
- Sand-dressed Multi-sport 2 category (hockey plus tennis and/or netball, etc)

1 Intended usage

The pitch will be used for a range of hockey related activities including hockey, small-sided hockey (all forms), hockey training, general physical training and any other sports activities agreed in writing by the Framework Contractor and Employer.

It is envisaged that dual-use (school & community) pitches will be subjected to up to 80 hours use per week, and club pitches will be subjected to approximately 40 hours use per week; an indication of the predicted use being given in the Concept Design Document. The actual levels of use shall be monitored throughout the life of the field (see ER 12¹ for details).

The pitch shall provide a satisfactory playing environment for a minimum of eight years and its performance and compliance with the relevant competition and performance standards shall be as detailed in warranty requirements (see ER 13² for details).

Footwear will be controlled by the field operator, and the use of football studded sports shoes, will be restricted as far as possible.

2 Design and construction requirements

Hockey pitches shall be designed and constructed to allow certification at the category specified in the site specific Employer's Requirements, at handover and through the life of the playing surface in accordance with the *FIH Hockey Turf and Field Standards*³.

3 Synthetic turf surfacing quality standards

The synthetic turf surfacing system shall be an FIH Approved Product at the required category.

¹ ER 12 - AGP Framework [2019-23] Maintenance

² ER 13 - AGP Framework [2019-23] Performance and materials warranty

³ www.fih.ch/hockeyturf

AGP Framework 2020				
Employer's Requirements	07	HOCKEY TURF	Version	1.1

4 Installation standards

4.1 Shockpad

The shockpad shall be designed and laid to ensure minimal remedial works are required when the synthetic turf carpet is removed and replaced in the future.

In-situ laid shockpads shall be machine laid using a suitable paving machine to form one homogenous layer across the whole of the field. Continuous monitoring of climatic conditions shall be undertaken during the laying of the shockpad to ensure that materials are not laid or left to cure in conditions outside the specified working conditions of the polyurethane binder being used. These conditions shall be notified to the FMC prior to works commencing.

Prefabricated shockpads shall either be inter-locking, ribbon bonded to the base or seamed alongside and head joints in accordance with the manufacturer's instructions.

On completion of the shockpad installation the maximum undulation under a 3m straightedge, when tested in accordance with FIFA TM 12⁴, shall be 6mm.

4.2 Synthetic turf carpet

The synthetic turf carpet shall be laid in accordance with *Part 3 of the FIH Hockey Turf and Field Standards*⁵.

The method of jointing / seaming, including all in-laid line markings, shall be such that no ridge, groove or creases occur. The maximum carpet seam gap shall be no greater than the tuft gauge of the carpet. No seam shall be within 300mm of any permanent inlaid line.

Bonded joints shall be formed using jointing tape of not less than 400mm wide and polyurethane glue applied evenly to either side of the tape to a minimum total width of 300mm. The strength of the bonded joints shall meet the requirements set out in FIH Standards.

There shall be no tuft loops, random long tufts, loose tufts, tears, holes or melted areas, undulations, pile height variations or any other visual or manufacturing defects.

If replacement of defective carpet is deemed necessary by the Employer or their agent, this shall involve full replacement of a length and width of a carpet roll (as designed and manufactured). No patching whatsoever will be allowed without written approval of the Employer.

⁴ FIFA Quality Programme for Football Turf - Handbook of Test Methods

⁵ FIH Hockey Turf and Field Standards. Part 3. Requirements for Hockey Fields

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Employer's Requirements	07	HOCKEY TURF	Version	1.1

4.3 Line markings

The field shall be line marked in accordance with the Rules of Hockey, as published by FIH. Wherever possible lines shall be tufted into the carpet.

Hockey markings shall take priority over any other markings and be white in colour.

Lines shall be a single width between 75mm wide and (when measured with a steel tape) within 20mm of their specified position.

Unless specified in the Concept Design Document the dashed 5m lines outside the shooting circle are only required on Global category pitches.

No carpet seam shall be within 300mm of any permanent inlaid line.

Straight lines shall not deviate by more than 10mm from a line joining their ends, nor include any sudden steps. Line edges shall be parallel and uniform.

For a period of five years following Practical Completion each straight-line marking shall remain straight to within +/- 20mm of a tensioned string line joining its ends and all lines shall remain within +/- 50mm of their original position as measured at Practical Completion. Furthermore, no line shall exhibit any sudden irregularity or deviation greater than 10mm over a distance of 1 metre.

4.4 Stabilising infill

Stabilising infill shall be installed at the rate specified by the manufacturer of the synthetic turf surfacing system. It shall be installed in dry conditions and it shall be brushed into the carpet until an even thickness at the specified application rate is achieved.

5 **Pitch irrigation**

Global category wet fields shall be irrigated using an automated irrigation system as follows:

5.1 Performance Requirements

The irrigation system shall meet the performance requirements detailed in the *FIH Hockey Turf and Field Standards* and the specific irrigation requirements of the hockey turf being installed⁶.

⁶ As defined in the FIH Product Approval test report

AGP Framework 2020				
Employer's Requirements	07	HOCKEY TURF	Version	1.1

5.2 Irrigation system

The irrigation system emitters shall be pop-up sprinklers or rain guns with 90° or 180° sectoring capability. The system shall have adequate frost protection measures for the specific site. The system shall comprise:

- 1 Water storage facility
- 2 Pump house
- 3 Pump station
- 4 Underground pipework
- 5 Control valves
- 6 Emitters
- 7 Control system

5.3 Application time requirements

The pitch shall be irrigated by means of six emitters, which shall either be pop-up sprinklers or rain guns, as specified in the. If specified in the Concept Design Document, goal line sprinklers shall also be installed at each end, to allow short corner/penalty practice to take place without the need to run the main irrigation system.

The irrigation control system shall allow varying cycles and individual programs to ensure the entire playing area and surrounds can be watered. It shall allow the following cycles:

- 10 minutes
- 5 minutes
- Single station activation

5.4 Pumping equipment

Pumps shall be initiated by inter-linked speed control units which shall ensure reduced wear on valve, pipework and emitter equipment and optimise power consumption.

5.5 Pipework and valve installation

All pipework and fittings installed shall be manufactured in polyethylene to relevant BSEN Standards.

Isolating valves shall be installed at all necessary points to allow system maintenance operations, and drain valves shall be included, as required.

Any exposed pipework shall be insulated to guard against frost damage and padded where it is adjacent to areas of pedestrian or player movement.

AGP Framework 2020				
Employer's Requirements	07	HOCKEY TURF	Version	1.1

5.6 Control Equipment

The control system shall allow for the operation of the pitch irrigation system as a unit or individual irrigation emitters.

Emitters shall be individually controlled by dedicated diaphragm operated solenoid valves and the control panel shall be capable of operating these individually or in matched arc pairs.

Application rates shall be adjustable by varying the run time of the emitters and the control panel shall be capable of operating in minutes and seconds.

6 **FIH field certification**

Following completion of the pitch the FMC/STC will arrange for it to be tested to determine if it satisfies the relevant category of performance, as defined in Part 3 of the *FIH Hockey Turf and Field Standards*.

The Framework Contractor shall provide the following services during this process:

1. Ensure that all the required samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them;
2. Provide a copy of the FIH test report and field certificate (assuming the field has passed) to the FMC within three working days of it being issued by FIH.

AGP Framework 2020				
Employer's Requirements	08	FENCING, GATES AND ACCESS	Version	1.1

1 Introduction

Perimeter fencing shall be erected around the pitch to contain balls, to protect the playing surface from contamination and to help prevent unauthorised use and vandalism. The precise layout of the fencing (heights, position, goal storage recesses and number of gates, etc) shall be as detailed in the Concept Design Document.

At least one pair of double gates shall be provided to allow maintenance and emergency vehicle access.

Single gate access shall be provided to allow direct access to each section of pitch available for cross-pitch use and to the furthest section of the pitch from the main/spectator entrance, to aid ball retrieval.

Equipment storage compounds shall be incorporated into the fencing to provide suitably sized recesses to accommodate and anchor portable goals. The recess design shall ensure there is sufficient height clearance to prevent cranial and thoracic injury. The design shall ensure it is easy to retrieve balls from the recesses and goals can be stored and anchored safely.

All fencing works shall be undertaken in accordance with the SAPCA Code of Practice for Fencing Systems.

Migration of polymeric infills from synthetic turf pitches into the surrounding environment has been identified as a source of microplastic pollution. In order to minimise this problem all pitches shall include containment methods as detailed in sections 6 and 7 of this document. The requirements are based on the draft proposals of CEN TC 217. The drawings at the rear of this document have been produced by Sport England and show examples of what is required.

2 Type of fencing

Unless otherwise specified in the Concept Design Document, fencing shall be constructed from twin bar super-rebound panels that are supported by box section posts. The fencing shall comply with the *Repeated Impact Resistance to Footballs and Kicks* requirements of BS EN 15312¹.

¹ BS EN 15312:2007+A1:2010 Free access multi-sports equipment. Requirements, including safety, and test methods

AGP Framework 2020				
Employer's Requirements	08	FENCING, GATES AND ACCESS	Version	1.1

3 Height of fencing

3.1 Football and rugby pitches

Unless otherwise specified in the Concept Design Document, fencing on all sides of the pitch shall be 4.5m high. Internal spectator areas shall be separated from the field of play by 1.1m high (minimum) fencing that incorporates a top (leaning) rail. If spectator areas are located behind goals, the fencing height shall be 2m.

3.2 Hockey pitches

Unless otherwise specified in the Concept Design Document, fencing on the sides of the pitch shall be 3.0m high and 4.5m high behind the end lines for the width of the shooting circles.

Internal spectator areas shall be separated from the field of play by 1.2m high fencing that incorporates a top (leaning) rail. If spectator areas are located behind goals, the fencing height shall be 4.5m for at least the width of the shooting circles.

Kickboards in accordance with clause 8 of this document shall be mounted to the bottom of all fencing surrounding the field of play.

4 Materials

4.1 Steelwork

Steelwork shall be in accordance with the relevant parts of Section 1.3 of the SAPCA *Code of Practice for Fencing Systems for Sports Facilities*².

4.2 Protective treatment

All metalwork shall be hot dip galvanised in accordance with BS EN ISO 1461. Care must be taken to ensure that no sharp edges are left after galvanising. If the galvanised steelwork is to be painted after erection a mordant wash shall be applied prior to painting.

Bolts and nuts for fixing shall be galvanised or stainless steel.

Unless specified differently in the CDD all fencing shall be dark green in colour. Powder coating shall be in accordance with BS1722-16³.

² The SAPCA Code of Practice for the Construction and Maintenance of Fencing Systems for Sports Facilities

³ BS 1722-16:2009 Fences. Specification for powder coatings used as a plastics finish to components and mesh

AGP Framework 2020				
Employer's Requirements	08	FENCING, GATES AND ACCESS	Version	1.1

For installations within 500m of saltwater or estuary powder coatings shall be marine quality.

5 Gates and gate frames

Gates shall be provided in the positions shown on the layout drawing in the CDD. Every field shall have at least two entry egress points.

Access gates shall open outwards away from the playing area to ensure the safety of players.

Single leaf main access gate frames shall be a minimum of 2m high and 1.2m wide. The space above the gate should be in filled with a panel to suit. The gates shall have lockable slide latch/bars and a drop-bolt, with open and closed drop-pin sockets, set in concrete. Gate handles should not protrude into the pitch.

Double Leaf Gates should be a minimum of 2.5m wide x 3m high. The gate and the space above should be in filled with a welded mesh panel to match the rest of the fencing system. The gates shall have lockable slide latch/bar and lockable drop-bolts to each leaf, with open and closed drop-pin sockets, set in concrete. Handles should not protrude into the pitch. Whenever possible the gates should open through 180° so they close against the back of the fence.

6 Entrance-way boot cleaning mats

At all (single and double) entrances to the pitch, decontamination mats shall be installed. They may comprise:

- Heavy duty rubber scraper mats
- Heavy duty honey-comb profile mats
- Smooth bar industrial grates – decontamination gates

The mat shall be the full width of the entrance gate and at least 1.5m long. It shall be positioned immediately adjacent to gate, either internally, when located in a paved surround/spectator area, or externally, when the synthetic turf surfacing is laid to the perimeter fence.

The mats shall be set in recessed concrete bases that will contain any infill or other detritus being taken off or onto the pitch by players' footwear or maintenance equipment, etc. The base shall contain a suitable drainage outlet with a suitably sized mud-buckets/filters to capture any infill and prevent it being washed into the drainage system. The design of the mat shall allow water to flow to the outlet drain (i.e. it shall not sit flat on the concrete base).

AGP Framework 2020				
Employer's Requirements	08	FENCING, GATES AND ACCESS	Version	1.1

7 Perimeter Infill Containment Barrier

To minimise the risk of polymeric infills migrating from the pitch into the surrounding environment, all pitch perimeter fencing systems shall incorporate some form of barrier that is designed to prevent the infill from leaving the pitch through wind or water erosion. The barrier may take the form of:

- Solid panels (typically 500mm in height) incorporated into the lower section of the fence, mounted so they sit flush with the ground and do not allow infill to migrate under them;
- 200mm (minimum) x 38mm high tanalised timber kickboards mounted to the fence panels mounted so they sit flush with the ground and do not allow infill to migrate under them;
- Raised pre-cast concrete edgings or kerbs (minimum 200mm high) located inside and adjacent to the fence line;
- Cast concrete plinth/kerb (minimum 200mm high) on which the perimeter fencing is mounted.

Note – when determining the height of the Perimeter Infill Containment Barrier see also the requirements of Clause 1 of ER 11.

8 Kick boards

Kickboards shall be sawn timber or UV stabilised impact resistant plastic composite. Timber boards shall be vacuum pressure impregnated (Tanalith E or similar) softwood timber and be in accordance with Class 4 as defined in BS EN 335⁴. The end of each board shall be secured to each post with a minimum 2 no 8 mm CSH (dome headed) bolts.

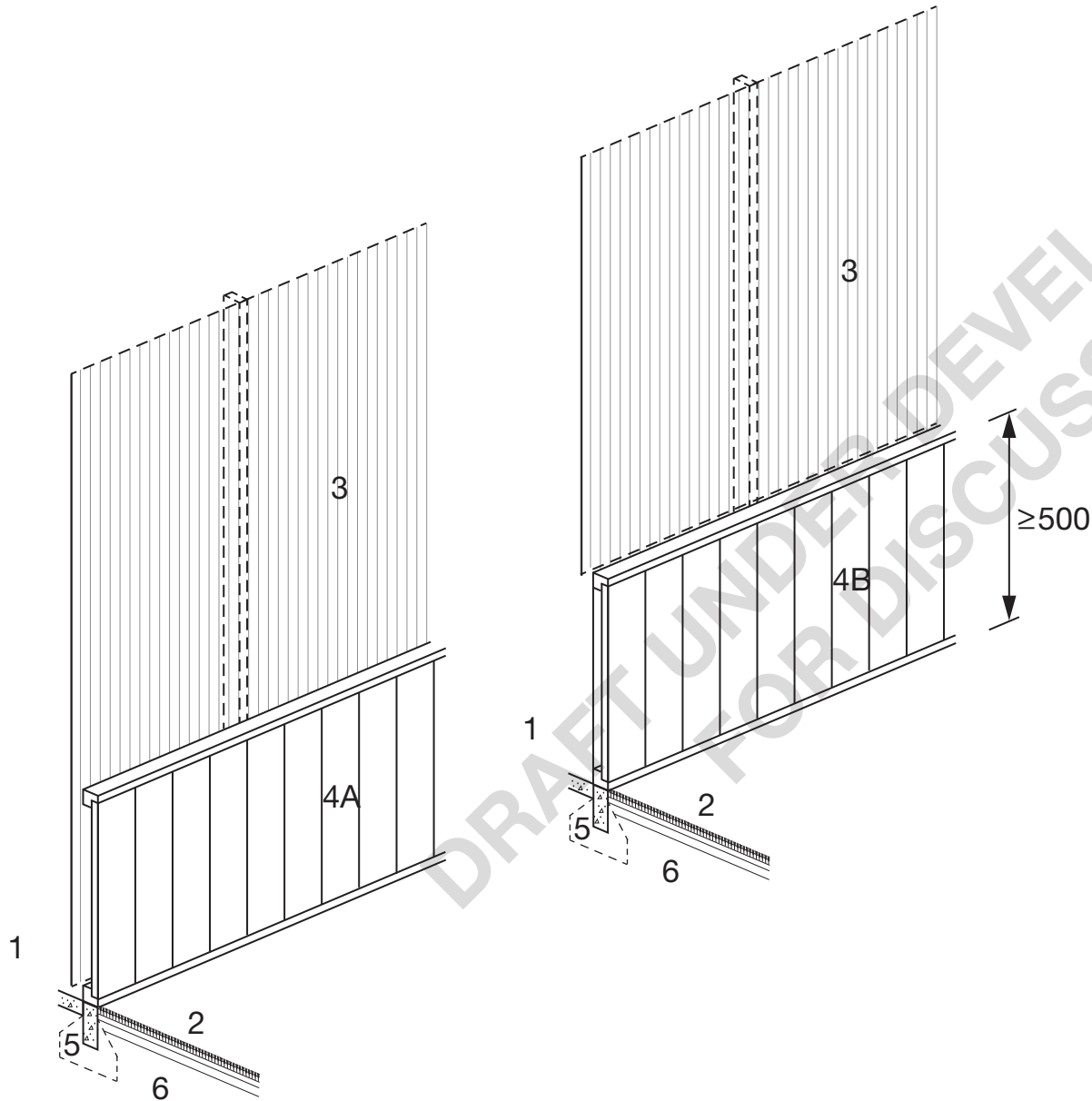
8.1 Hockey pitches

Kick-boards shall be a minimum 250 x 38mm.

⁴ BS EN 335:2013 Durability of wood and wood-based products. Use classes: definitions, application to solid wood and wood-based products

FIELD DESIGN EXAMPLE 1

Pitch Perimeter: Solid rebound fencing with retrofit and new-build options



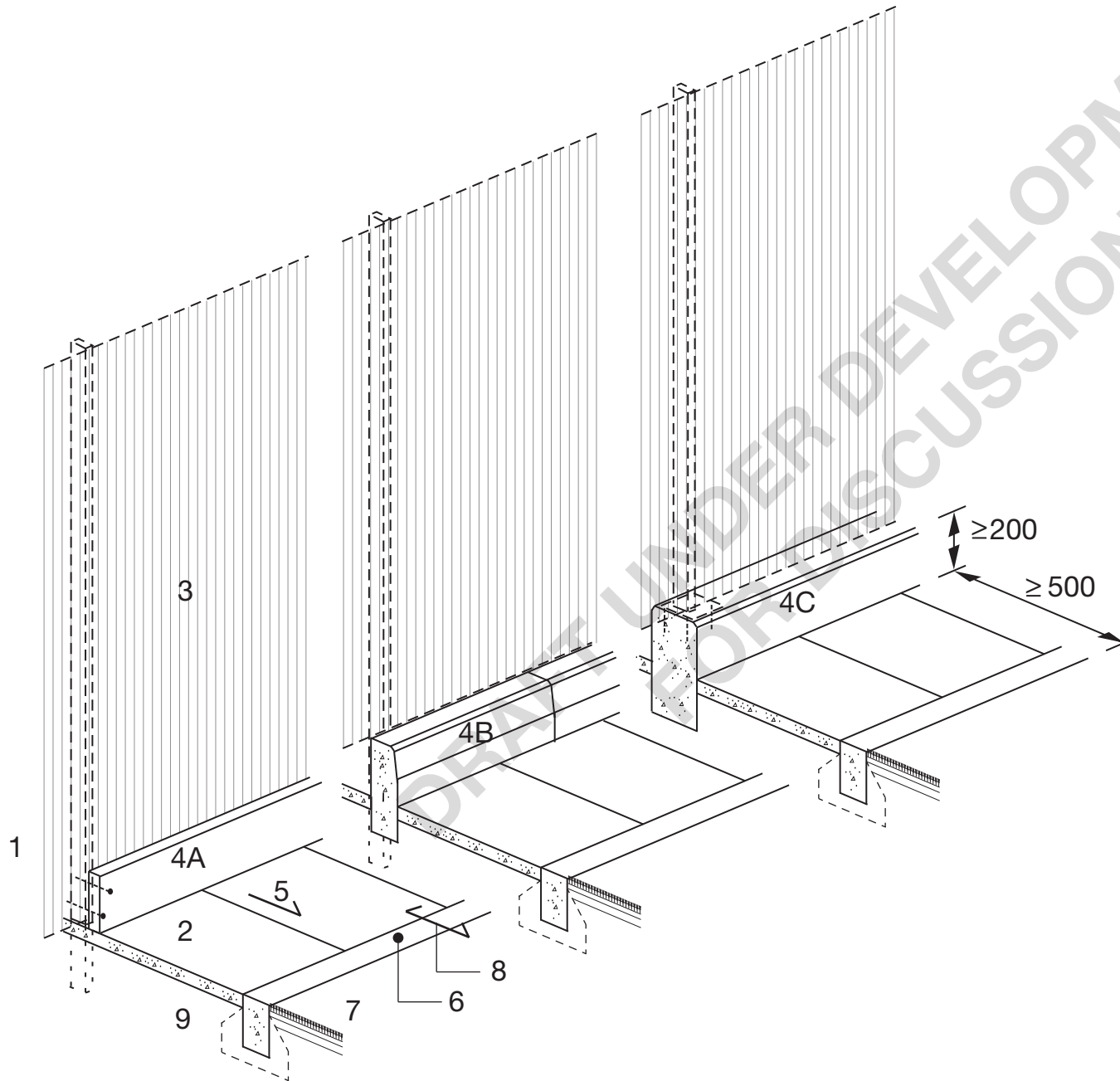
Key:

- 1 Adjacent areas
- 2 Pitch run-off area surfacing
- 3 Fencing
- 4 Solid rebound boarding system
(Option A - retrofitting adjacent to existing fencing;
Option B - in lieu of fencing at low level)
- 5 Precast concrete pitch edging
- 6 Suitable substrate (not indicated)

Note: Indicative dimensions are in millimetres

FIELD DESIGN EXAMPLE 2

Pitch Perimeter: Paved margin with edge barrier options



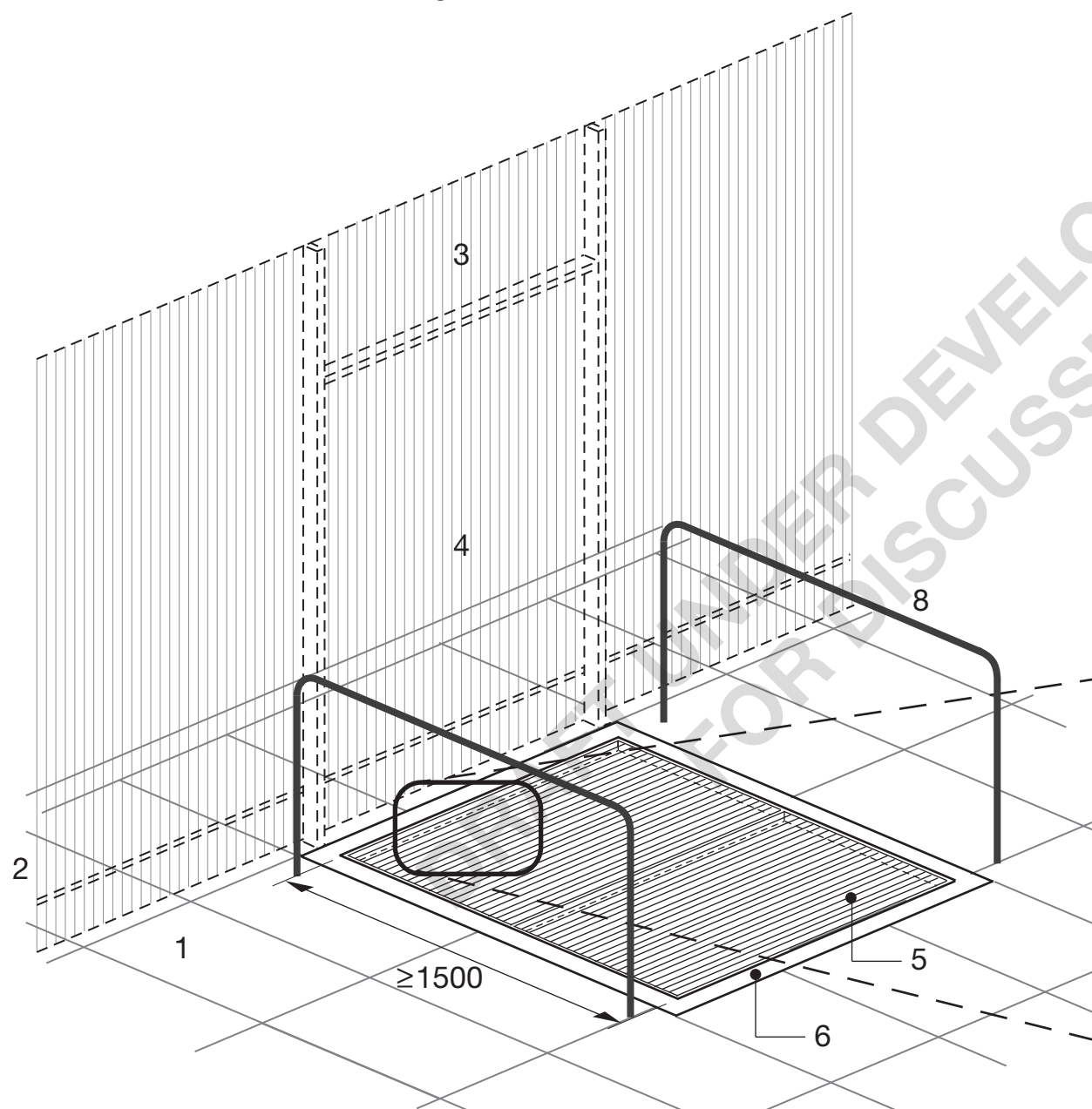
Key:

- 1 Adjacent areas
- 2 Pitch side
- 3 Fencing
- 4 Solid edge barriers minimum 200 mm high above paving (Option A - planks; Option B - pre-cast concrete; Option C - cast concrete)
- 5 Concrete paving slabs (or equivalent) sloped towards pitch
- 6 Concrete edging surrounds
- 7 Pitch run-off area surfacing
- 8 Flush surfaces for level access
- 9 Suitable substrate (not indicated)

Note: Indicative dimensions are in millimetres

FIELD DESIGN EXAMPLE 3

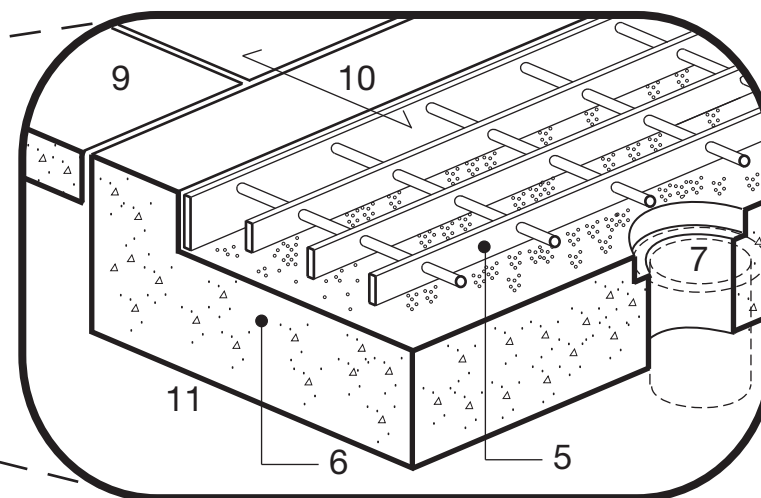
Pitch Entrance: Gate and Grating



Key:

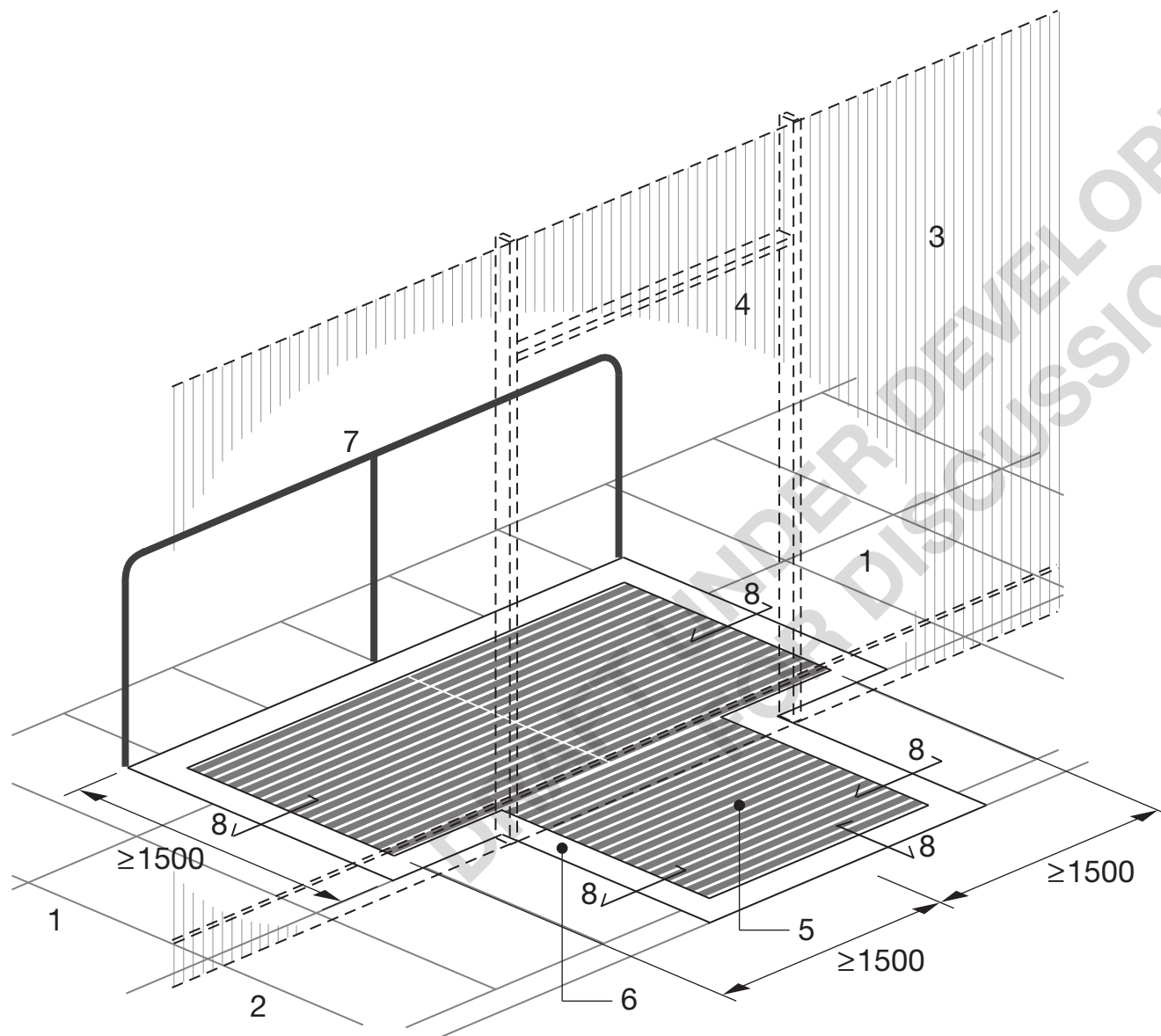
- 1 Approach (or pitch) side
- 2 Pitch (or approach) side
- 3 Fencing
- 4 Gate
- 5 Removable recessed grating panels with space below for rainwater discharge
- 6 Concrete base and edging surrounds
- 7 Interception drainage and filters / silt traps
- 8 Control barrier / fence
- 9 Concrete paving slabs (or equivalent)
- 10 Flush surfaces for level access
- 11 Suitable substrate (not indicated)

Note: Indicative dimensions are in millimetres



FIELD DESIGN EXAMPLE 4

Pitch Entrance: Gate, control fence and matting or grating



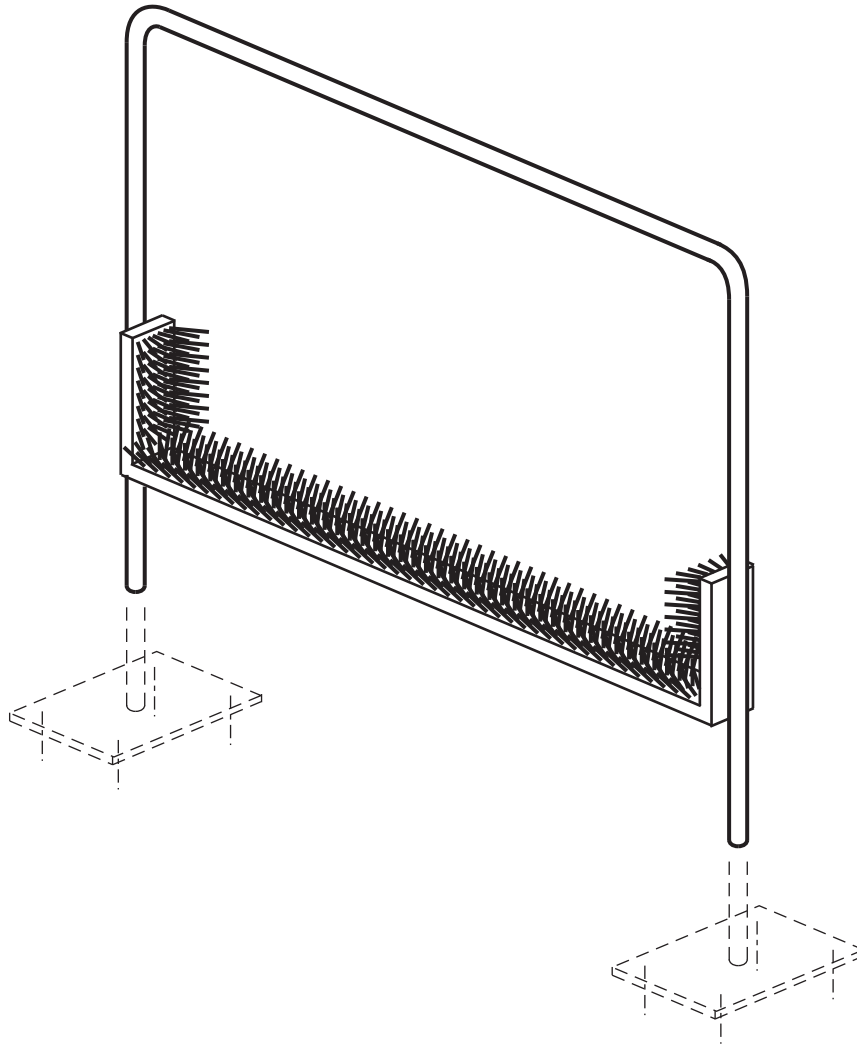
Key:


- 1 Approach side
- 2 Pitch side
- 3 Fencing
- 4 Gate
- 5 Precast matted panels or removable metal grating panels
- 6 Concrete base and edging surrounds
- 7 Control barrier / fence
- 8 Flush surfaces for level access

Note: Indicative dimensions are in millimetres

FIELD DESIGN EXAMPLE 5

Pitch Exit: Boot cleaning brush



AGP Framework 2020				
Employer's Requirements	09	SPORTS EQUIPMENT	Version	1.1

Foreword

This section of the Employer's Requirements specifies the standards for sports equipment supplied by the Framework Supplier to synthetic turf pitch procured via the AGP Framework 2020.

Note: It is possible that during the period of the AGP Framework 2020 the Football Foundation may decide to supply sports equipment directly to pitches or nominate one or more suppliers. In this eventuality, the Framework Supplier shall undertake all necessary works to facilitate the supply and erection of the sports equipment.

All Sports Equipment (including goal nets) shall have been independently tested and certified as complying with the standards specified.

1 Football

1.1 Full size socketed football goals

Full size socketed football goals with nets shall comply with BS EN 748¹.

1.2 Portable and small-sided football goals

Portable and small-sided football goals (U11/U12 9v9, U9/U10 7v7 and U7/U8 5v5) with nets shall comply with BS EN 16579.

2 Rugby goals

Rugby goals shall comply with BS EN 16579².

Post protectors shall be supplied with all rugby goals. The protectors shall comprise high density foam covered with PVC and have Velcro fasteners. They shall be >1.8m in height and > 300mm in depth. The protectors design shall meet World Rugby recommendations

3 Hockey goals

Hockey goals with nets shall comply with BS EN 750³. They shall comprise Aluminium Self Weighted Hockey Goals with backboards manufactured from 475mm high 25mm solid polyethylene. Nets shall be heavy duty twine.

¹ BS EN 748:2004 Playing field equipment. Football goals. Functional and safety requirements, test methods

² BS 16579: 2018 Playing field equipment - Portable and permanent socketed goals - Functional, safety requirements and test methods

³ BS EN 750:2004 Playing field equipment. Hockey goals. Functional and safety requirements, test methods

AGP Framework 2020				
Employer's Requirements	09	SPORTS EQUIPMENT	Version	1.1

4 Corner flags

Flexible pole corner flags shall be installed. If socketed goals are specified in the Concept Design Document, the sockets shall be set in concrete footings in accordance with the manufacturer's specification.

5 Pitch division nets

Pitch division nets shall comprise 100mm square powder coated square posts, with heavy duty netting.

The cable winch shall comprise a brake winch and top pulley wheel, detachable handle and a maximum load rating restricted to 100kg.

6 Team benches / shelters

Team shelters shall be approximately 2.1m high by 1.3m deep with eight seats (unless an alternative number of seats are specified in the CDD). The shelter frames and panels shall be manufactured from aluminium and all metal work shall be powder coated. Windows/roof panels shall be shatter resistant UV stabilised 3mm polycarbonate. Seats shall be injection moulded polypropylene, or similar. The Benches shall be bolted down to a concrete base.

7 Boot cleaning stations

Boot cleaning stations shall be provided at the main access points to all long pile synthetic turf surfaces to enable players to remove detritus and infill from their footwear before entering and leaving the pitch. Signs to promote boot cleaning shall be erected at each access point.

AGP Framework 2020				
Employer's Requirements	10	SPORTS LIGHTING	Version	1.1

1 General

A LED sports lighting system shall be designed and installed to illuminate the pitch to the standards relevant for its intended use. The performance of the system shall be in accordance with the relevant sport's governing body requirements, BS EN 12193¹ and *Sport England's Design Guidance Note – Artificial Sports Lighting*² and the general design principles outlined in the *CIBSE LG4 Sports Lighting*. It shall also ensure compliance with all relevant planning restrictions and conditions, as detailed in the Concept Design Document.

Note: It is possible that during the period of the AGP Framework 2020 the Football Foundation may decide to supply sports lighting directly to pitches or nominate one or more suppliers. In this eventuality, the Framework Supplier shall undertake all necessary works to facilitate the supply and erection of the sports equipment.

2 Definitions

E_{max}	Maximum pitch illuminance on a surface at a specific point
E_{min}	Minimum pitch illuminance on a surface at a specific point
E_{ave}	Average horizontal illuminance
$E_{h\ maintain}$	Minimum horizontal maintained illumination
U_1	Minimum/Maximum illuminance
U_2	Minimum/Average illuminance

3 Performance requirements

3.1 Football

Sports lighting shall be in accordance with FA guidance³ and all relevant competition requirements as specified in the Concept Design Document. The lighting system shall also allow the whole pitch to be lit at 120 lux (E_{ave}) for training activities.

FA Level	E_{ave}	E_{min}	U_1	U_2	Glare Rating
Step 1	250 lux	150 lux	≥ 0.30	≥ 0.6	< 50
Step 2 and below	200 lux	120 lux	≥ 0.30	≥ 0.60	

¹ BS EN 12193:2018 Light and lighting. Sports lighting

² <https://www.sportengland.org/facilities-planning/design-and-cost-guidance/artificial-sports-facilities/>

³ The FA Guide to Floodlighting 2019 edition – www.thefa.com

AGP Framework 2020				
Employer's Requirements	10	SPORTS LIGHTING	Version	1.1

3.2 Rugby

Sports lighting shall be in accordance with RFU guidance⁴ and all relevant competition requirements as specified in the Concept Design Document

	RFU Levels 2 – 5		RFU Levels 6 – 12	
	Match pitch	Training pitch	Match pitch	Training pitch
E _{h maintain}	200 lux	100 lux	100 lux	100 lux
U ₂	0.6	0.5	0.5	0.5
Glare	< 50	< 55	< 55	< 55
Colour (Ra)	> 60	> 20	> 20	> 20

3.3 Hockey

Sports lighting shall be in accordance with England Hockey and FIH guidance⁵ for lighting for non-televised hockey and all relevant competition requirements, as specified in the Concept Design Document.

The lighting system shall also allow the whole pitch to be lit to the development and community level training category as detailed in the FIH guide and detailed below.

Class of play	E _{h maintain} lux	Horizontal uniformity ratio		Colour Rendering Index	Glare Rating	Colour Temp
		U1	U2			
Class I	> 350	> 0.50	> 0.70	≥ 65	< 50	>4000K
Class II	> 500	> 0.50	> 0.70			
<i>Development & community level training</i>	> 200	> 0.40	> 0.60			

4 Installation standards

The complete installation shall be carried out in accordance with the current edition of the IEE wiring regulations and BS 7671⁶.

⁴ Floodlighting Installation and Management Guide – www.englandrugby.com

⁵ FIH Facilities Guidance *Sports lighting for non-televised outdoor hockey* - www.fih.ch/facilities

⁶ BS 7671:2018 Requirements for Electrical Installations. IET Wiring Regulations

AGP Framework 2020				
Employer's Requirements	10	SPORTS LIGHTING	Version	1.1

5 Information to be submitted as part of the Contractor's Proposals

The following information shall be included in the Contractor's Proposals for any pitch being procured via the AGP Framework (2019-2023):

- A full lighting design including product datasheets and energy consumption data. This shall include a computer plot to identify the predicted illumination levels and uniformity that will be achieved by the proposed selection and layout of equipment;
- Lighting Spill drawings A prediction of the horizontal light "spillage" over a 20m margin around the pitch that will be experienced from the proposed system. Drawings to show both horizontal illuminance at ground level and vertical levels at 0m, 1.5m and 3m above ground level. Drawings to use lighting contours for 2 Lux, 5, Lux, 10 Lux and 25 Lux (unless other required for ecological impact). Use initial lamp lumens and a Maintenance Factor of 1.0 for all spill calculations. All lighting design drawings are to be provided at a scale of 1:500.
- A statement on the extent to which provision has been made to control glare from the proposed arrangement of luminaires.
- A schedule to identify the make and types of equipment proposed, with particular attention to the characteristics of the type(s) of lamp offered.
- The quantity, height and location of columns.
- Column and foundation designs to meet manufacturer's guidelines and requirements for mast loading
- The power loading and from this the predicted running cost/hour.
- A minimum 10-year life-cycle cost to include maintenance, parts replacement, and necessary re-lamping;
- Warranty documentation that clearly states what is covered. The warranty shall include guaranteed light levels (performance), parts, labour, and lamp replacements. The minimum warranty period shall be five years.

6 Electricity Supply

The Framework Contractor shall determine if an adequate electricity supply is available or if a new Three Phase, 400/230 Volt, 50 Hz, A.C. is required. If a new supply is required, the Framework Contractor shall assume full responsibility for organising the power supply.

AGP Framework 2020				
Employer's Requirements	10	SPORTS LIGHTING	Version	1.1

7 Luminaires

Luminaires, fitted with LED lamps, shall include / comply with:

- Optics – Flat style optics (max glass elevation 15°) or standard optics fitted with baffles or cowls
- Maximum Upward Light Output Ratio (ULOR) – 5%
- Colour Quality - Minimum Ra80, CCT 4000K
- Efficacy - >120Lm/W
- Body – Die Cast Aluminium
- Finished – Self Finished Aluminium or Powder Coated
- Front Glass - Impact Resistant Toughened Glass (Minimum IK08)
- Ingress Protection – IP65(Optics and Driver Housing)
- Aiming – Protractor aiming device or Gunsight
- Driver – Integral mounted on stirrup or within floodlight housing
- Or Remote in IP55 Galvanised Steel or GRP Cabinet
- Dimming – Full and 50% or Variable using programmable DALI type driver
- Mounting – Surface mounted or underslung via a galvanised stirrup to meet manufacturer requirements.
- Fixings – Stainless Steel
- LED Life – Minimum 40,000 Hrs
- Maximum total power – less than 20KW for a full size 11v11 pitch
- Maintenance Factor – 0.90 (Maximum)

8 Control features

All necessary switching for control of the lighting combinations specified in the Concept Design Document shall be provided. There shall be a display that shows the logged hours run for each lamp group.

When not specifically specified the switching system shall include dimming and zonal control for split pitch use for halves/thirds/quarters

Control equipment within the feeder pillar shall be clearly engraved to indicate which area they control.

9 Columns

Lighting columns shall be complete with pre-wired control gear in single door column cabinet for the satisfactory operation of each floodlight. Sufficient space shall be provided for remote I/O controllers, controlling contactors and MCB type enclosures.

AGP Framework 2020				
Employer's Requirements	10	SPORTS LIGHTING	Version	1.1

An IP65 30mA RCD protected 13A socket outlet shall be provided within each lighting column base cabinet.

All metal components shall be galvanised to BS 729.

10 Cables

Correctly rated XPLE cables shall be installed between, the distribution board and all columns, and between the floodlighting switchgear panel and the control station.

The volt drop on the sub-main supply cable shall not exceed 1.5% of the supply voltage on full load, when measured at the incoming terminals of the feeder pillar.

10.1 Cables in soft ground

Cables in the soft ground shall be buried to a minimum depth of 600mm and laid in a trench. Where applicable and in accordance with the IEE Wiring Regulations, the cables shall be laid on a bed and surround of sand 150mm thick.

Buried cables shall be identified along their entire length in the service trench with a yellow marker tape installed 150mm from ground level. The marker tape to be labelled "DANGER – ELECTRIC CABLE BELOW".

Cables shall be designed, installed and terminated in accordance with BS 7671⁷.

Cables shall be SWA type. Low Smoke Zero Halogen.

Where appropriate the contractor shall run an additional earthing cable with the mains cable to ensure disconnection times are met for the circuit. This cable shall be a minimum of 16 mm².

All cable shall have copper conductors.

10.2 Ducting

Cables below paved ground shall run in continuous PVC ducts with cable draw-in pits near each column. Ducting shall be buried to a minimum depth of 600mm and draw pits shall be a minimum of 450 by 450mm square.

Draw pits shall be pre-formed and positioned prior to the installation of the ducting. Where stacked plastic sectional draw pits are used the duct entries shall be drilled to avoid weakening of the

⁷ BS 7671:2018 Requirements for Electrical Installations. IET Wiring Regulations

AGP Framework 2020				
Employer's Requirements	10	SPORTS LIGHTING	Version	1.1

structure. The draw-pits shall have lockable removable lids and be provided at each floodlight column position and at all changes of direction.

11 RCD protected socket

Unless specified differently, a single, RCD protected socket outlet shall be provided.


12 Testing and Commissioning

On completion, the lighting system shall be tested in accordance with the relevant sport's governing body requirements to demonstrate satisfactory performance. Electrical and illumination test certificates shall be provided to the FMC prior to handover.

An Operating and Maintenance Manual shall be provided at handover containing, but not limited to, record drawings of the groundworks, wiring diagrams, test certificates and all other information required for the safe and economic operation and maintenance of the lighting system.

13 Warranty

The Framework Supplier shall provide a minimum ten year's manufacturer warranty on all luminaire components including LED Modules and Drivers.

AGP Framework (2019-23)				
Employer's Requirements	11	ACCESSWAYS, PERIMETER MARGINS & SPECTATOR AREAS	Version	1.0

1 Perimeter margins

To minimise the potential for infill migration from the 3G synthetic turf surface to the surrounding environment, paved perimeter margins shall be constructed on all boundaries wherever:

- There is no paved (spectator) area adjacent to the synthetic turf
- The height of the perimeter infill containment barrier (see ER 08 clause 7) is less than 500mm

Margins shall be a minimum of 0.5m wide and slope inwards towards the synthetic turf pitch, typically with a fall of 0.5%.

2 Spectator areas

Paved perimeter margins shall be as detailed in the CDD. They shall slope inwards towards the synthetic turf pitch, typically with a fall of 0.5%.

3 Accessways

Paved access pathways shall be provided to all main access points to the pitch (pedestrian and vehicle), as detailed in the CDD. They shall be fenced to ensure players and spectators do not walk debris onto the pitch.

Pedestrian paths shall be a minimum of 1.8m in width, unless there are unavoidable pinch points where the width can be reduced to 1.2m for no greater than 6m in length.

Vehicle access routes shall be a minimum of 2.5m wide.

Access routes shall be level or have the shallowest gradients possible. Where the route is steeper than 1:60, but not as steep as 1:20, it shall have a level landing for each 0.5m rise along the route in accordance with *Sport England's Design Guidance Note - Accessible Sports Facilities*¹.


A minimum clear height of 2.1m shall be maintained under trees, canopies etc.

4 Construction

4.1 Sub-base

Greater than 150 mm thick constructed from aggregate material in accordance with Highway Agency's Specification for Highway Works, Clause 803 (SHW 803) Type 1 or 3.

¹ available from www.sportengland.org

AGP Framework (2019-23)				
Employer's Requirements	11	ACCESSWAYS, PERIMETER MARGINS & SPECTATOR AREAS	Version	1.0

4.2 Kerbs /edge detail

4.2.1 Asphalt surfacing

Hydraulic pressed pre-cast concrete (PCC) edgings to BS EN 1339², 150 (deep) x 50 (wide) x 914 (long) mm. To be installed on a suitable concrete bed and haunch to BS EN 206³ using concrete in accordance with BS 8500. Any gaps between kerbs shall be less than 10 mm wide.

4.2.2 Block paving

Supply and lay on 100mm concrete bed and haunch, 200 x 100 x 60mm block pavers as edge restraint, to lines and curves.

4.3 Surface drainage

Surface water drainage (gully drains, slot drains, etc) shall be provided to all paved areas (spectator areas, perimeter margins, equipment storage compounds, etc.) adjacent to the pitch.

If the pitch contains a polymeric infill (SBR, EPDM, etc) the drainage system shall include trash boxes with suitably sized mud-buckets/filters to capture any infill being washed into the drainage system.

4.4 **Surfacing**

4.4.1 Asphalt surfacing

Open textured macadam comprising a 40mm thick 0/20mm Base Layer and a 25mm thick 0/6mm Wearing Layer. All aggregates shall be granite, or grit stone, frost resistant material in accordance with BS EN 13108-1⁴.

4.4.2 Block paving

All work to comply with BS 7533 - 3⁵


Supply and lay on 25-40mm zone 2 sand bed, 200 x 100 x 60mm block pavers to falls and levels. Include all cuts and sealing of joints with silica jointing sand.

² BS EN 1339 :2003 Concrete paving flags. Requirements and test methods

³ BS EN 206:2013+A1:2016 Concrete. Specification, performance, production and conformity

⁴ BS EN 13108-1: 2016 Bituminous mixtures. Material specifications. Asphalt Concrete


⁵ BS 7533-3:2005+A1:2009 Pavements constructed with clay, natural stone or concrete pavers. Code of practice for laying precast concrete paving blocks and clay pavers for flexible pavements

AGP Framework (2019-23)				
Employer's Requirements	11	ACCESSWAYS, PERIMETER MARGINS & SPECTATOR AREAS	Version	1.0

Inspect paving after 4-6 weeks and top up any empty joints with dry silica jointing sand.

5 Lighting

Amenity lighting shall be installed along main access routes to the pitch.

AGP Framework 2020				
Employer's Requirements	12	MAINTENANCE EQUIPMENT	Version	1.1

1 Maintenance equipment


The Framework Supplier shall supply all the maintenance equipment required to maintain the pitch to ensure performance and life expectancy is in accordance with the performance warranty requirements of the AGP Framework 2020. This shall include:

	Football and rugby pitches	Hockey pitches
Suitable mini tractor	✓	✓
Zigzag, or oscillating brush	✓	
Static brush (for hockey surfaces)		✓
Decompaction tines	✓	
20 x 25kg bags of performance infill for localised top dressing, together with a suitable storage container to ensure any spilt infill does not migrate into the surrounding environment	✓	
Infill depth gauge – not applicable for hockey pitches	✓	
Free pile measuring gauge – not applicable for hockey pitches	✓	
Ball roll ramp	✓ for fields requiring FIFA certification	
If required, suitable secure storage container for the maintenance equipment	✓	✓

2 AUTOMATED PITCH USAGE MONITORING

To help maximise the life and performance of the pitch and to allow the field operator to track usage and maintenance, the Framework Supplier shall supply and install a fully automated pitch usage monitoring system. The system shall monitor on-field activity and calculate the Equivalent Playing Hours Usage. It shall also notify the field operator when the pitch reaches a defined milestone, indicating maintenance is required.

The type of Automated Pitch Usage Monitoring System to be used shall be approved by the FMC.

AGP Framework 2020				
Employer's Requirements	12	MAINTENANCE EQUIPMENT	Version	1.1

The Framework Supplier shall allow in their pricing for the installation and commissioning of the system and the annual subscription / licensing fee, payable to the supplier, for the warranty period of the pitch.

Note: It is possible that during the period of the AGP Framework 2020 the Football Foundation may decide to have one or more nominate suppliers of Automated Pitch Usage Monitoring System. In this eventuality, the Framework Supplier shall undertake all necessary works to facilitate the supply and installation of the Automated Pitch Usage Monitoring System.

3 Maintenance training

The Framework Supplier shall provide a fully detailed maintenance manual and all necessary training of the field operators to allow them to undertake all regular/routine maintenance of the surface.

In addition, the Framework Supplier shall provide details of all periodic maintenance (de-compaction, deep grooming, etc.) that will be required and provide a quotation for undertaking this work from the end of defect liability period onwards through the warranty period.

4 Maintenance records

The Framework Supplier shall provide an on-line maintenance log to allow all maintenance activities undertaken by the field operator to be recorded.

5 Periodic maintenance – initial 12 months


During the first 12 month of use, the Framework Supplier shall undertake all necessary periodic maintenance as required by the playing surface, considering the levels of use the pitch is being subjected to. The frequency of site visits shall be no greater than once every two months (eight weeks).

6 Initial infill top-up

Between three and six months following handover of all football and rugby pitches the Framework Supplier shall undertake a top dressing of the pitch to compensate for any initial settlement and compaction of infill.

7 Carpet joint inspection


Between three- and six-months following handover the Framework Supplier shall inspect all carpet joints (including inlaid lines) to ensure no localised failures have occurred. Any failures found shall be repaired.

AGP Framework 2020				
Employer's Requirements	12	MAINTENANCE EQUIPMENT	Version	1.1

8 Biannual maintenance / pitch inspections

From the end of defect liability period onwards through the warranty period the Framework Supplier shall visit and inspect the pitch at least every six months. They shall assess the suitability and levels of maintenance being undertaken and provide a written report to the field operator advising if the maintenance being undertaken is adequate for the use and current condition of the playing surface. If defects or deficiencies are noted the Framework Supplier shall follow-up with the field operator to ensure suitable corrective actions are taken.

If failures in maintenance are not identified and notified to the field operator, they may not be used by the Framework Supplier as a justification to reject any subsequent warranty claim occurring in the event of a performance or materials failure.


AGP Framework 2020				
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

1 General Introduction

In addition to the Framework Supplier's standard materials and construction warranty, the Framework Contractor shall warranty the performance of the pitch as detailed in this document.

2 Definitions

Warrantor	The Framework Supplier		
Warrantee	The Employer to whom the warranty is issued.		
Commencement Date	The date the warranty commences. Unless otherwise specified this shall be the Date of Practical Completion		
Intended Use	<p><u>Football pitches</u></p> <p>Football, small-sided football (all forms), football training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.</p> <p><u>Rugby pitches</u></p> <p>Rugby, Tag – rugby small-sided rugby (all forms), rugby training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.</p> <p><u>Hockey pitches</u></p> <p>Hockey, small-sided hockey (all forms), hockey training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.</p>		
Playing hour	<p>The estimated usage of the pitch based on a combination of competitive match play and small-sided sports activities (cross-pitch play) and training activities.</p> <p>One playing hour shall be defined as the following number of players using the pitch.</p>		
	Principal sport	Pitch size	Number of players
	Football	Full size	22 players
	Football	60m x 40m	14 players
	Rugby	Full size	30 players
	Hockey	Full size	22 players

AGP Framework 2020				
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

	<p>An 11 a-side football game = 22 players x 90 minutes = 1.5 playing hours</p> <p>A 15 a-side rugby game = 30 players x 80 minutes = 1.3 playing hours</p> <p>An 11 a-side hockey game = 22 players x 70 minutes = 1.2 playing hours</p> <p>If cross-pitch or mini-pitch football use results in a higher number of players using the pitch the hourly usage shall be adjusted on a pro-rata basis.</p> <p>E.g. four mini football pitches each having teams playing 5v5 for 1 hour = 10 players x 4 teams = 40 players. 40 / 22 = 1.8 playing hours</p>
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3 Limited Warranty

Subject to the limitations and conditions set forth herein, the Warrantor warrants to the Warrantees (the "Limited Warranty") that:

1. The pitch has been designed, constructed and built with materials that are suitable for the intended use.
2. The pitch has been designed and constructed with materials that are suitable for the geographical location of the pitch.
3. The pitch and the manner of its installation conform to the Warrantor's method statement and material specifications, as provided to the AGP Framework 2020.
4. The pitch is free from defects in materials or workmanship;
5. The pitch will remain suitable for the Intended Use throughout the entire Limited Warranty Period as set forth.

4 Limited Warranty Period

- 4.1 The Limited Warranty set forth shall apply for the periods of time detailed below, commencing on the Commencement Date. The Limited Warranty periods detailed herein are collectively referred to as the "Limited Warranty Period".

AGP Framework 2020				
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

4.2 Performance warranty

It shall be warranted that at any time during the Warranty Period, the pitch will comply with the required level of field performance as detailed below. The performance warranty shall expire whenever the age of the playing surface exceeds the specified time period, or it has been subjected to the specified number of playing hours, whichever comes first.

The warranty is subject to the pitch being only used for the defined intended use, for the estimated playing hours and being correctly maintained in accordance with the Warrantor's instructions.


4.2.1 Football pitches

Fields to be used in FA Step 1 and 2 competitions

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality Pro
Month 12		Annual re-test	
Month 24		Annual re-test	
Month 36		Annual re-test	
Month 48		Annual re-test	
Month 60	≥ 7500	Performance warranty expires	
Month 60		Annual re-test as long as field still complies	
Month 72			
Month 84			
Month 96			

Fields to be used in FA Step 3 – 6

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality
Month 12		Annual re-test	
Month 24		Annual re-test	
Month 36		Annual re-test	

AGP Framework 2020				
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1


Month 48		Annual re-test	
Month 60		Annual re-test	
Month 72		Annual re-test	
Month 84		Annual re-test	
Month 96	≥ 12,000	Performance warranty expires	

Fields to be used in FA Step 7 and below competitions

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality
Month 12		-	
Month 24		-	
Month 36	≤ 4,500	Triennial re-test	FA Register
	≥ 4,500		
Month 48		-	
Month 60		-	
Month 72	≥ 9000	Triennial re-test	
Month 84		-	
Month 96	≥ 12,000	Performance warranty expires	

4.2.2 Rugby pitches

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	World Rugby Regulation 22
Month 12		-	
Month 24		Biennial re-test	
Month 36		-	
Month 48		Biennial re-test	
Month 60		-	
Month 72		Biennial re-test	

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Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

Month 84		-	
Month 96	≥ 12,000	Performance warranty expires	

4.2.3 Hockey pitches

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIH field certification as detailed in Project Brief
Month 12		-	
Month 24		-	
Month 36		Triennial re-test	
Month 48		-	
Month 60		Biennial re-test	
Month 72	≥ 9000	-	
Month 84		Biennial re-test	
Month 96	≥ 12,000	Performance warranty expires	


4.3 Materials

It is warranted that the materials and components contained in the synthetic turf system fully satisfy the requirements of the AGP Framework (2019 – 3) Employer's Requirements, applicable at the time the pitch was constructed.

4.3.1 Product warranty

For a period of EIGHT years from the Commencement Date the synthetic turf will not suffer any abnormal wear based on the manufactured product in accordance with the relevant requirements of:

- *FIFA Quality Programme for Football Turf*
- *World Rugby, Rugby Turf Performance Specification*
- *FIH Hockey Turf and Field Standards*

AGP Framework 2020				
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

4.3.2 Synthetic turf carpet

4.3.2.1 Tuft bind

It is warranted that the tuft bind properties of the synthetic turf carpet will meet the requirements as defined in the AGP Framework (2019 – 3) Employer's Requirements.

4.3.2.2 Dimensional stability

It is warranted that the synthetic turf carpet is dimensionally stable and meets the requirements as defined in the relevant requirements of:

- *FIFA Quality Programme for Football Turf*
- *World Rugby, Rugby Turf Performance Specification*
- *FIH Hockey Turf and Field Standards*

For the purposes of this warranty the following applies to football and rugby surfaces:


- carpet rucks are defined as any crease that adversely affects a rolling ball or causes the playing surface to exceed the surface regularity requirements of the FQPFT;
- carpet shrinkage is defined as any carpet movement that results in a gap of more than 10mm developing or the separation of any carpet joints;
- line markings are considered to have distorted if they move beyond +/- 20mm of a tensioned string line joining their ends or +/- 50mm of their original position.

For hockey pitches the requirements of the *FIH Hockey Turf and Field Standards* Part 3, Clause 4.6.2 apply.

4.3.2.3 Synthetic turf carpet joints

It is warranted that the method of joining the rolls of the synthetic carpet and fixing all inlaid line markings will withstand the effects of play, maintenance and the prevailing climate for a period of eight (8) years, such that excessive joint failures will not occur. It is also warranted that if localised joint failures do occur, the Warrantor will return to the site as soon as reasonably practicable to make good the failure.

A joint failure is defined as delamination of a bonded joint by a length of more than 50mm and a width of more than 10mm from the edge of the carpet roll or the tearing of a stitched joint.

AGP Framework 2020				
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

4.3.3 Performance infill (if applicable)

It is warranted that the performance infill has been manufactured with adequate abrasion resistance and UV stabilisation to ensure adequate performance and colour retention for a period of eight (8) years.

4.3.4 Stabilising infill (if applicable)

It is warranted that the stabilising infill has adequate abrasion resistance to ensure adequate performance for a period of eight (8) years.

4.3.5 Shockpad (if applicable)

4.3.5.1 It is warranted that the shockpad will retain its shock-absorbing characteristics for a period of at least sixteen (16) years.

For the purposes of this warranty, this shall mean that the shock absorption remains within 90% of the manufacturer's declared value, as reported in the Product Test Report.

4.3.5.2 The shockpad will be dimensionally stable.

4.3.5.3 The drainage characteristics (vertical or horizontal) of the shockpad will be retained for a period of sixteen (16) years.


4.3.5.4 The shockpad will be fit for reuse when the initial synthetic turf surface is replaced.

4.4 Construction

4.4.1 Drainage

It is warranted that the drainage system has been designed and constructed to ensure that for a period of at least sixteen (16) years, it will:

- a) ensure that all surface water is removed from the pitch either through vertical or horizontal drainage at a rate to ensure that no surface flooding will occur through rain at the highest intensity that may be expected to occur once every five years.
- b) protect the pitch from the effects of ground or surface water from the surrounding areas.
- c) ensure that water does not collect in the construction to a degree that it results in a reduction of the load-bearing capacity of the formation or damage to the construction from the effects of frost.

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Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

4.4.2 Base and sub-base

It is warranted that the base and sub-base have been designed and constructed to ensure that for a period of at least twenty (20) years, they will:

- a) resist the effects of frost or drought that may be expected to occur in a return cycle of once every 50 years.
- b) provide adequate stability that the playing surface does not move outside the specified tolerances for surface regularity over a period of eight years.

4.4.3 Ancillary items


It is warranted that permanent ancillary infrastructure (lighting, perimeter edging, fencing, access ways, etc.) constructed as part of the pitch will remain free of all defects, corrosion or failures etc., other than fair wear and tear and deterioration, for a period of ten (10) years.

5 Limitations of warranty

5.1 This warranty shall not apply if:

- a) the pitch is used for any activities other than the Intended Use.
- b) the pitch is not maintained in a manner that is in accordance with the Warrantor's written maintenance instructions using the maintenance equipment supplied by the Warrantor and materials (infill etc.) supplied by or in accordance with the Warrantor's specifications.
- c) there is any defect or damage caused by:
 1. burns, cuts, accidents, vandalism, abuse, negligence or neglect;
 2. use of inappropriate footwear or sports equipment;
 3. repairs undertaken by third parties not authorised by or acting on behalf of the Warrantor;
 4. the use of cleaning chemicals, herbicides or pesticides not specified in the Warrantor's maintenance procedures;
 5. cases of force majeure or other conditions beyond the reasonable control of the Warrantor and not identified as potential risks during the design phase of the pitch's construction, such as (but not limited to) natural disasters, fire, flooding or atmospheric pollution.

5.2 The duration of the warranty will be reduced pro rata if the use of the pitch exceeds the annual usage figure detailed in clause 4.2.

AGP Framework 2020				
Employer's Requirements	13	SYNTHETIC TURF PITCH PERFORMANCE AND MATERIALS WARRANTY	Version	1.1

6 Warranty Repairs

- 6.1 Any required Warranty Repair shall be investigated by the Warrantor within five (5) working days, after receiving written notice of any defect.
- 6.2 The Warrantor shall make all necessary investigations to determine the cause of the failure and submit proposals for undertaking the Warranty Repair for review and approval by the Warrantees. All such proposals will be based on industry best working practices.
- 6.3 Any required Warranty Repairs shall be initiated by the Warrantor within a reasonable time period, as agreed with the pitch operator.
- 6.4 The repaired or replaced portion of the pitch will be warranted for the balance of the Limited Warranty Period.

7 Warrantor's liabilities

- 7.1 The Warrantor's proposals shall include an estimate of the repair or replacement costs. These shall be based on the unit rates detailed in the tender contract sum with an appropriate allowance for inflation and establishment expenses etc. The costs shall be agreed with the Warrantees prior to repair works commencing.
- 7.2 If a warranty defect occurs within 24 months of handover of the pitch, the Warrantor shall be financially liable for One Hundred percent (100%) of the replacement or repair costs.
- If a warranty defect occurs after 24 months of the pitch being handed over, the Warrantor's financial liability shall be limited to a percentage based on the time remaining on the warranty. For example, if a defect is found in year five of the eight-year warranty, the Warrantor will be liable for $(8-5)/8 = 37.5\%$ of the replacement or repair costs.
- 7.3 If the scheduling of repairs or replacement or the undertaking of the works means that the pitch is out of use for more than seven (7) consecutive days, the pitch operator shall be entitled to compensation from the Warrantor for any consequential loss.

8 Insurance Backed Guarantees

All warranties shall be Insurance Backed Guarantees (IBG) underwritten by a UK company who are authorised and regulated by the UK Financial Services Authority.

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

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/AGP Supplier (Works/Services Required)

[* delete as appropriate dependent on whether it is the “FMC” or “AGP Supplier”.
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

[AGP Supplier and FMC Consultant to provide a brief method statement with each project proposal]

Cost Proposal

[Set out cost requirements. The AGP Supplier 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 or Competitive Award Procedure.)]

Tender Return

[Set tender return date for direct award]

Part 4

Price Framework

4a: Price Framework for AGP Supplier

4b: Price Framework for FMC/STC



Volume 1 – Invitation to Tender

for

AGP Framework 2020

Artificial Grass Pitch (AGP) Supplier Framework

Part 4 – Price Framework

Contract Ref:	T10351-1
Date:	September 2019
Issue:	1

Document Control

Revisions

Job Ref	Revision	Date	Prepared	Checked	Amended	Notes
10351-1	--	30/05/19	NT	KT		For Client Review
10351-1	A	16/07/19	NT	KT	NT	Following Client Review
10351-1	B	02/09/19	NT	KT	NT	Tender Issue
10351-1	C	06/02/20	NT	KT	NT	Post Tender Amendments

This Invitation to Tender ("ITT") and other associated documentation has been issued by The "Authority" in connection with a competitive procurement conducted in accordance with the "Open Procedure" under the Public Contracts Regulations 2015 (as amended) (the "Regulations").

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Appendices

Appendix A	Price Framework
Appendix B	PCSA Design Fees

1. The Price Framework

1.1. Purpose

- 1.1.1. The purpose of this document is to explain the manner in which the Price Framework will facilitate the delivery of the “AGP Framework 2020”. The Price Framework is used to establish a mechanism for how the AGP Supplier will build up their price when being awarded work under the Framework.
- 1.1.2. In addition, this Price Framework is being established as a means by which tenders can be financially evaluated and to assist in the selection of AGP Suppliers to be appointed onto the Framework.
- 1.1.3. The completed Price Framework will be inserted into the Framework Agreement at **Volume 2 – The Framework Alliance Contract, Schedule 9 – Framework Proposals**.

1.2. The Framework Agreement & Call-Off Contracts

- 1.2.1. The Price Framework will form the basis of pricing under the Framework Agreement and establishes the basis upon which tenders will be built up in relation to central office overheads, profit and design fees. Individual projects will be awarded in accordance with a “Competitive Award Procedure” (see **Schedule 4 – Award Procedures, Volume 2 – The Framework Alliance Contract**). The AGP Supplier will submit a project price based on their tendered framework rates against each “Project Scenario” contained in the completed Price Framework. Tendered project costs will be benchmarked against the framework rates.
- 1.2.2. Pricing is only effective on individual call-off contracts and not on the Framework itself.

1.3. Completing the Price Framework

- 1.3.1. The Tenderer is required to complete **Appendix A – Price Framework** including a price for each Project Scenario through the completion of a “Contract Sum Analysis” for each Project Scenario.
- 1.3.2. Tenderers are referred to the scope of works and services for the “AGP Supplier” as set out at **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**.
- 1.3.3. The Price Framework is broken down into five parts: -
 - Part 1: Central Office Overheads and Profit
 - Part 2: Design Fees
 - Part 3: Contract Sum Analysis (Summary) for each Project Scenario
 - Part 4: Regional Variations
 - Part 5: Tender Summary

1.3.4. The Price Framework is now described in more detail.

2. Price Components

2.1. Price Framework Generally

- 2.1.1. Prices for each component shall be built up in accordance with the provisions of [3. The Price Framework](#).
- 2.1.2. The Framework Agreement will operate on the basis that individual projects called off under the Framework will utilise the tendered (Framework Rates) for regional adjustment rates and percentage rates for design fees, central office overheads and profit. However, net costs for works in the build-up of the Contract Sum Analysis will be “market driven” during each “Competitive Award” procedure.
- 2.1.3. The tendered rates shall also be used as part of the overall price evaluation of the tender submission.
- 2.1.4. It is essential that all priceable items in the Price Framework are fully completed because failure to do so will have a detrimental effect on the tender evaluation results as well as potentially resulting in rejection of the tender due to it being non-compliant.
- 2.1.5. For the avoidance of doubt, further information on each price component is provided in the following sections.

2.2. Overall Approach to Developing the Project Price

- 2.2.1. The overall approach on this framework is for *early contractor engagement*, using a two-stage design and build approach. In essence, the AGP Supplier will be appointed early in the process (at RIBA Plan of Work Stage 3: Developed Design). The AGP Supplier will compete in a “Competitive Award Procedure” based on a detailed Project Brief, Geotechnical survey information and site plan.
- 2.2.2. The AGP Supplier will be expected to provide a “Guaranteed Maximum Price” (GMP) for the project at this stage of the process which will form the basis of an award of a call-off contract, i.e. the lowest price GMP will achieve the highest score as part of the overall evaluation of a tender.
- 2.2.3. The GMP shall comprise of two parts:-
 - Part 1: GMP for below ground works and other “risk” items
 - Part 2: Fixed Price for above ground pitch installation and “non-risk” items
- 2.2.4. The combination of Parts 1 & 2 will be an overall GMP and this is not subject to any increase in cost between the period of “Design Development” and agreeing the final “Contract Sum”, unless

there are client changes to the scope of the project, or any adjustment to client inserted “Provisional Sums”.

2.2.5. The AGP Supplier who is successful during the competitive award procedure will then work with the FMC, STC and the Authority to *value engineer* the project to a lower price than the tendered GMP.

2.2.6. If there is a reduction between the final “Contract Sum” and the “GMP”, then this shall be shared 50:50 between the Contracting Authority and the AGP Supplier. This is referred to as the “Gain Share”.

2.2.7. If the “Contract Sum” exceeds the value of the “GMP”, then the GMP cost will be used as the “Contract Sum”. This is referred to as the “Pain” and there will be no share of the “Pain” under these circumstances. The only exception will be where the Contracting Authority changes the scope of the project or client defined provisional sums are adjusted when the actual costs are known.

2.2.8. Any adjustment to the GMP, arising from client changes and/or adjustments to client defined provisional sums will not be subject to any “Gain Share” outlined in para 2.2.6 above.

2.3. Completing the Price Framework

2.3.1. The Tenderer is referred to **Appendix A – Price Framework** which contains the following worksheets:-

Sheet	Description
Sheet 1	Title Page
Sheet 2	1. Central Office Overheads and Profit
Sheet 3	2. Design Fees
Sheet 4	3. Contract Sum Analysis
Sheet 5	4. Regional Variations
Sheet 6	5. Tender Summary

2.3.2. The Tenderer is required to complete the following tables which are described in this section:-

1. Central Office Overheads and Profit

2.3.3. The Tenderer is required to complete the Percentage rates for central office overheads and profit at **1. Central Office Overheads and Profit** for various different “Project value bands”. However, it should be noted that the majority of work will fall within the value band £500,001-£750,000. The other value bands exist where the scope of work may be greater or less than a *typical* project.

- 2.3.4. Rates inserted in these tables will be used to reimburse the AGP Supplier for work undertaken in connection with the delivery of a Project in accordance with **Volume 2 – Framework Alliance Contract**.
- 2.3.5. Tenderers should note that the percentages submitted shall cover the delivery of projects for the entire duration of the framework.
- 2.3.6. All percentages shall be exclusive of VAT.

2. Design Fees

- 2.3.7. The Tenderer is required to complete the schedule of Design Fees at **2. Design Fees** by applying fixed lump sums for the project value bands shown for the provision of “Combined Design Fees”. All fee rates submitted are to be exclusive of VAT.
- 2.3.8. The “Combined design fee” shall incorporate the role of the AGP Supplier’s Design Team under a “Two Stage Design and Build Contract” (as further described in **Schedule 8 – Framework Brief of Volume 2 – Framework Alliance Contract**) and shall cover the following services: Architecture, Civil and Structural Engineering Services and M&E (Building Services) Engineering Services. Design Services shall be based on providing design services for RIBA Plan of Work 2013 work stages 3 (Developed Design) to 7 (In Use) inclusive.
- 2.3.9. The extent of design services required is set out at **Volume 2 – Framework Alliance Contract, Schedule 8 – Framework Brief** and in particular, at **Appendix A.2 – Design Services**. Tenderers should provide their “all-in” fee rates to apply to the provision of design services.
- 2.3.10. Rates inserted in these tables will be used to reimburse the AGP Supplier for normal design services in accordance with **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**.
- 2.3.11. All design fees shall be fully inclusive of all disbursements but exclusive of VAT.
- 2.3.12. The design fees are calculated based on the “Project Value Band”. For the purpose of evaluation, the design fee entered into the project value band is carried forward to each Project Scenario and is based on the estimated project value (see **Volume 1 – ITT, Part 3 – Method Statement Questions, Appendix B – Project Scenarios**) and is taken to **3. Contract Sum Analysis** for each Project Scenario.

3. Contract Sum Analysis

- 2.3.13. The Tenderer should complete the **Contract Sum Analysis** for each Project Scenario:-
- Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football
 - Project Scenario #2: Replacement of Sand Dressed Pitch to 3G FTP

- Project Scenario #3: Surface replacement of existing 3G FTP
- Project Scenario #4: Football Hub Site
- Project Scenario #5: 106m x 70m Floodlit 3G AGP for Football with Micro-Plastic retention measures

2.3.14. Tenderers should refer to the following when calculating their GMP for each Project Scenario:-

Volume 1, Part 3 – Method Statements, Appendix A – Project Scenarios
Volume 2, Schedule 5 – Template Documents, Part 2 – Employer’s Requirements

2.3.15. Tenderers should note that the rates set out in each **Contract Sum Analysis** are net costs and are subject to further *on-costs* as set out in the Price Framework.

2.3.16. Tenderers should note that, other than the “Net Works Cost”, all other rates are set to automatically compute. However, Tenderers should undertake the following:-

- Ensure that the “Regional Adjustment” is correctly carried forward to the Contract Sum Analysis. Tenderers should note that this is automatically set to the regions based on each Project Scenario;
- Ensure that the “Design Fee” is correctly carried forward to the Contract Sum Analysis based on the Project Value Band;
- Ensure that the “Central Office Overhead” percentage rate is correctly carried forward to the Contract Sum Analysis based on the Project Value Band;
- Ensure that the “Profit” percentage rate is correctly carried forward to the Contract Sum Analysis based on the Project Value Band.

2.3.17. The total tender sum for each Project is then carried forward to the Tender Summary.

4. Regional Variations

2.3.18. Tenderers are afforded the opportunity to adjust their rates based on regional variations, to reflect local factors, delivery and logistics and supply chain matters. Tenderers should indicate any adjustment in the table provided.

2.3.19. Tenderers should complete each Project Scenario based on their net base cost for each item of work. In essence, this net base cost represents the region in which the Tenderer will deliver the project at the lowest cost. For all other areas, the Tenderer may indicate a positive adjustment to the net base cost.

2.3.20. Dependent on where the work is being delivered, the Tenderer will be able to apply a regional adjustment to their base net cost of work.

2.3.21. Tenderers are not required to complete a regional adjustment for Scotland as it is not intended that this Framework will be used to deliver works in this region.

5. Summary

2.3.22. For the purpose of evaluating the tender, the Tenderer is required to complete the following exercises in the **Appendix A – Price Framework:-**

1. Complete the “**Title Page**”
2. Complete the percentage tables for **1. Overheads and Profit**
3. Complete the fee tables for **2. Design Fees**
4. Complete a “**Contract Sum Analysis**” for each Project Scenario;
5. Complete **4. Regional Variations**;
6. Check that all calculated fields are correct and amounts correctly carried forward to summary.

2.3.23. Tenderers must ensure that the Tender Summary at **5. Tender Summary** is fully complete and that percentages from the other worksheets are correct.

3. The Price Framework

3.1. Definitions

3.1.1. Throughout the price framework the following definitions shall apply:-

- i) **Central Office Overheads:** those administration and management costs of running the head, regional, and local offices of the Contractor's business over and above the site overheads costs. These will generally include inter alia purchase and/or office(s) and yard(s) and their maintenance and running costs; directors' emoluments and expenses; costs of staff; administration costs such as postage, stationery, telephones, photocopying etc; legal and audit fees.
- ii) **Profit:** the commercial return expected by the Contractor, over and above site overheads, preliminaries, works cost and central office overheads.
- iii) **Combined Design Fees:** the full extent of design fees required in respect of cost of Architect, Civil and Structural Engineer and M&E (Building Services) Engineer services in respect of a design and build contract.

3.1.2. When arriving at their prices for the works the Tenderer should note the following:-

- i) **Profit:** The percentages shown will remain constant throughout the contract and are not subject to adjustment.
- ii) **Central Office Overheads:** The percentages shown will remain constant throughout the contract and are not subject to adjustment.
- iii) **Combined Design Fees:** The percentages shown for each value band of project will remain constant throughout the contract and are not subject to adjustment.

3.1.3. The Tenderer is to set out in **Appendix A – Price Framework**, their percentage rates for the items identified within the Tender Documents.

3.2. Specialist Tenders

3.2.1. Where the AGP Supplier obtains tenders for any specialist elements of work in connection with a project, then this shall be undertaken on an "Open book" basis. The AGP Supplier shall obtain a minimum of 3 quotes for the specialist works.

3.2.2. When specialist tenders have been received, the AGP Supplier shall recommend the quotation that offers best value for money to the Authority, which may not always be the lowest quotation received.

3.2.3. The AGP Supplier is entitled to on-costs on top of the net cost of the work/service provided by the Specialist Sub-Contractor, i.e. Central Office Overheads and Profit. No further allowance will be

made for attendance on the specialist. Therefore, the AGP Supplier shall ensure that sufficient allowance is made within the Site Overheads for managing the Specialist.

3.3. Developing the Project Price

3.3.1. The AGP Supplier will build up the project costs for each project based on the Contract Sum Analysis set out at **Part 3: Contract Sum Analysis**. The percentage additions shall be applied to the net cost of works as set out in the example below: -

Ref	Net Works Cost	Part 1 Cost (£)	Part 2 Cost (£)	TOTAL (£)
A	Preliminaries (Site Overheads)	£0.00	£70,000.00	£70,000.00
B	Site Clearance, Excavations and Groundworks	£5,000.00	£10,000.00	£15,000.00
C	Drainage	£15,000.00	£15,000.00	£30,000.00
D	Pitch Foundations and Base	£50,000.00	£25,000.00	£75,000.00
E	Artificial Grass Surface	£0.00	£125,000.00	£125,000.00
F	Perimeter Fencing	£0.00	£60,000.00	£60,000.00
G	Sports Equipment	£0.00	£20,000.00	£20,000.00
H	Floodlighting	£0.00	£30,000.00	£30,000.00
J	Hardstanding and Prefabricated Base	£15,000.00	£60,000.00	£75,000.00
K	Reinstatement	£0.00	£10,000.00	£10,000.00
L	Contractor's Other Items	£0.00	£5,000.00	£5,000.00
Total Net Cost of Works		£0.00	£0.00	£515,000.00
M	Regional Adjustment	1.00%		£5,150.00
Sub Total				£520,150.00
N	Design Fees			£31,209.00
Sub Total				£551,359.00
P	Central Office Overheads	4.00%		£22,054.36
Sub Total				£573,413.36
R	Profit	6.00%		£34,404.80
TOTAL				£607,818.16

3.4. Pre-Construction Services (Fixed Fee)

3.4.1. The AGP Supplier will be paid a fixed lump sum (The “Standard Fee”) for undertaking “Pre-Construction Design Services”. The table of Standard PCSA fees is set out at **Appendix B – PCSA Design Fees**.

3.4.2. The actual design fee to be paid shall be based on the AGP Supplier's tendered design fee provided during a competitive award procedure.

3.4.3. The following rules apply to the application of the PCSA Fixed Fee:-

- Surveys which are a specific requirement of the planning authority, would be classed as a client variation during the PCSA stage. Additional surveys are not at the discretion of the supplier and will require fee agreement with the FMC/FF/Applicant prior to them being undertaken.
- If a project does not proceed following the design development stage for any reason, the applicant will be liable to pay the supplier the cost of the standard fee plus any completed surveys. The AGP Supplier shall invoice the Applicant direct for these fees. The Football Foundation will not accept any responsibility for payment.
- If the AGP Supplier has expended design fees above the agreed standard fee rate (not including surveys required as part of a planning requirement) these should be claimed at the first valuation when the project starts on site.
- The full scope of services to be undertaken under the “Standard Fee” are set out at **Appendix B – PCSA Design Fees**.
- Discharging planning conditions is to be covered within the suppliers' Preliminary Costs. The AGP Supplier should design the scheme to minimise the risk of planning conditions, however a sum may be included for this within the GMP and claim it at first valuation. It is the decision of the AGP Supplier to determine what to include.

3.4.4. All AGP Suppliers shall apply the same fixed PCSA fee for the purpose of charging the Employer for design services during the PCSA period.

3.5. Payments & Valuations

3.5.1. Payments will be administered in accordance with each Call-Off Contract and this Price Framework.

3.6. Fluctuations

3.6.1. Each project will be awarded adopting a “Competitive Award” procedure. Accordingly, there will be no adjustment for fluctuations throughout the term of the Framework. It is envisaged, that market conditions at the time of each “Competitive Award” procedure will determine the appropriate cost of the project.

- 3.6.2. Fluctuations do not apply for any percentage on-costs for central office overheads, profit and regional adjustments. These percentage rates shall remain fixed for the duration of the framework; percentage on-costs will be based on any inflationary adjustment to the net cost of works during a competitive award procedure.
- 3.6.3. Tender prices will be benchmarked throughout the life of the Framework. The Client and its advisers will use the BCIS Price Adjustment Formulae Indices Online (PAFI) (see <http://www.rics.org/uk/knowledge/bcis/online-products/price-adjustment-formulae-indices-online-pafi/>).
- 3.6.4. It is the expectation that tender prices through competitive award procedures shall not exceed prices provided by the Tenderer against the Project Scenarios contained in this document and accordingly, the completed Price Framework documentation, plus any future adjustment using the indices noted above.

Appendix A

Price Framework



Appendix A: Price Framework

Project Title: AGP Framework 2020

Tenderers are to insert their company name in the box below:

Tenderer

ABC Pitch Supplier



1. Central Office Overheads, Profit & Attendance

Project Value (£) (Including Site Overheads)	Adjustments for Central Office Overheads and Profit	
	Central Office Overheads (%)	Profit (%)
0 – 250,000	0.00%	0.00%
250,001 – 500,000	0.00%	0.00%
500,001 – 750,000	0.00%	0.00%
750,001 – 1,000,000	0.00%	0.00%
1,000,001 – 1,250,000	0.00%	0.00%
1,250,001 – 1,500,000	0.00%	0.00%
1,500,001 – 2,000,000	0.00%	0.00%
2,000,001 – 2,500,000	0.00%	0.00%
>2,500,001	0.00%	0.00%

2. Design Fees

Project Value (£) (Including Site Overheads)	Combined Design Fees (£)
0 – 250,000	£0.00
250,001 – 500,000	£0.00
500,001 – 750,000	£0.00
750,001 – 1,000,000	£0.00
1,000,001 – 1,250,000	£0.00
1,250,001 – 1,500,000	£0.00
1,500,001 – 2,000,000	£0.00
2,000,001 – 2,500,000	£0.00
>2,500,001	£0.00

Notes:

1. Combined Design Fees are for provision of Architect, Structural and Civil Engineer and Building Services Engineer.
2. Design Fees applicable from RIBA Plan of Work Stage 3: Developed Design to Work Stage 7: In Use

Appendix A - Price Framework

AGP Framework 2020

Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football

3.1: Contract Sum Analysis

Ref	Net Works Cost		Part 1 Cost (£)	Part 2 Cost (£)	TOTAL (£)
A	Preliminaries (Site Overheads)		£0.00	£0.00	£0.00
B	Site Clearance, Excavations and Groundworks		£0.00	£0.00	£0.00
C	Drainage		£0.00	£0.00	£0.00
D	Pitch Foundations and Base		£0.00	£0.00	£0.00
E	Artificial Grass Surface		£0.00	£0.00	£0.00
F	Perimeter Fencing		£0.00	£0.00	£0.00
G	Sports Equipment		£0.00	£0.00	£0.00
H	Floodlighting		£0.00	£0.00	£0.00
J	Hardstanding and Prefabricated Base		£0.00	£0.00	£0.00
K	Reinstatement		£0.00	£0.00	£0.00
L	Contractor's Other Items		£0.00	£0.00	£0.00
Total Net Cost of Works			£0.00	£0.00	£0.00
M	Regional Adjustment	0.00%			£0.00
Sub Total					£0.00
N	Design Fees				£0.00
Sub Total					£0.00
P	Central Office Overheads	0.00%			£0.00
Sub Total					£0.00
R	Profit	0.00%			£0.00
TOTAL					£0.00

Notes:

1. The rates for "Design Fees", "Central Office Overheads" and "Profit" are taken from the tables in sheets 1 and 2 for the project value band £500,001 – 750,000
2. The "Regional Adjustment" is based on the East Midlands Region
3. Tenderers shall complete their "GMP" in Part 1 Column and their "Fixed Price" in Part 2 Column against each item. In some cases, an item may contain both Part 1 (GMP) and Part 2 (Fixed Cost) elements.

Project Scenario #2: Replacement of Sand Dressed Pitch to 3G FTP

3.2: Contract Sum Analysis

Ref	Net Works Cost		Part 1 Cost (£)	Part 2 Cost (£)	TOTAL (£)
A	Preliminaries (Site Overheads)		£0.00	£0.00	£0.00
B	Site Clearance, Excavations and Groundworks		£0.00	£0.00	£0.00
C	Drainage		£0.00	£0.00	£0.00
D	Pitch Foundations and Base		£0.00	£0.00	£0.00
E	Artificial Grass Surface		£0.00	£0.00	£0.00
F	Perimeter Fencing		£0.00	£0.00	£0.00
G	Sports Equipment		£0.00	£0.00	£0.00
H	Floodlighting		£0.00	£0.00	£0.00
J	Hardstanding and Prefabricated Base		£0.00	£0.00	£0.00
K	Reinstatement		£0.00	£0.00	£0.00
L	Contractor's Other Items		£0.00	£0.00	£0.00
Total Net Cost of Works			£0.00	£0.00	£0.00
M	Regional Adjustment	0.00%			£0.00
Sub Total					£0.00
N	Design Fees				£0.00
Sub Total					£0.00
P	Central Office Overheads	0.00%			£0.00
Sub Total					£0.00
R	Profit	0.00%			£0.00
TOTAL					£0.00

Notes:

1. The rates for "Design Fees", "Central Office Overheads" and "Profit" are taken from the tables in sheets 1 and 2 for the project value band £250,001 - 500,000
2. The "Regional Adjustment" is based on the South East Region
3. Tenderers shall complete their "GMP" in Part 1 Column and their "Fixed Price" in Part 2 Column against each item. In some cases, an item may contain both Part 1 (GMP) and Part 2 (Fixed Cost) elements.

Project Scenario #3: Surface replacement of existing 3G FTP

3.3: Contract Sum Analysis

Ref	Net Works Cost		Part 1 Cost (£)	Part 2 Cost (£)	TOTAL (£)
A	Preliminaries (Site Overheads)		£0.00	£0.00	£0.00
B	Site Clearance, Excavations and Groundworks		£0.00	£0.00	£0.00
C	Drainage		£0.00	£0.00	£0.00
D	Pitch Foundations and Base		£0.00	£0.00	£0.00
E	Artificial Grass Surface		£0.00	£0.00	£0.00
F	Perimeter Fencing		£0.00	£0.00	£0.00
G	Sports Equipment		£0.00	£0.00	£0.00
H	Floodlighting		£0.00	£0.00	£0.00
J	Hardstanding and Prefabricated Base		£0.00	£0.00	£0.00
K	Reinstatement		£0.00	£0.00	£0.00
L	Contractor's Other Items		£0.00	£0.00	£0.00
Total Net Cost of Works			£0.00	£0.00	£0.00
M	Regional Adjustment	0.00%			£0.00
Sub Total					£0.00
N	Design Fees				£0.00
Sub Total					£0.00
P	Central Office Overheads	0.00%			£0.00
Sub Total					£0.00
R	Profit	0.00%			£0.00
TOTAL					£0.00

Notes:

1. The rates for "Design Fees", "Central Office Overheads" and "Profit" are taken from the tables in sheets 1 and 2 for the project value band £0-250,000
2. The "Regional Adjustment" is based on the North West Region
3. Tenderers shall complete their "GMP" in Part 1 Column and their "Fixed Price" in Part 2 Column against each item. In some cases, an item may contain both Part 1 (GMP) and Part 2 (Fixed Cost) elements.

Appendix A - Price Framework

AGP Framework 2020

Project Scenario #4: Football Hub Site

3.4: Contract Sum Analysis

Ref	Net Works Cost		Part 1 Cost (£)	Part 2 Cost (£)	TOTAL (£)
A	Preliminaries (Site Overheads)		£0.00	£0.00	£0.00
B	Site Clearance, Excavations and Groundworks		£0.00	£0.00	£0.00
C	Drainage		£0.00	£0.00	£0.00
D	Pitch Foundations and Base		£0.00	£0.00	£0.00
E	Artificial Grass Surface		£0.00	£0.00	£0.00
F	Perimeter Fencing		£0.00	£0.00	£0.00
G	Sports Equipment		£0.00	£0.00	£0.00
H	Floodlighting		£0.00	£0.00	£0.00
J	Hardstanding and Prefabricated Base		£0.00	£0.00	£0.00
K	Reinstatement		£0.00	£0.00	£0.00
L	Contractor's Other Items		£0.00	£0.00	£0.00
Total Net Cost of Works			£0.00	£0.00	£0.00
M	Regional Adjustment	0.00%			£0.00
Sub Total					£0.00
N	Design Fees				£0.00
Sub Total					£0.00
P	Central Office Overheads	0.00%			£0.00
Sub Total					£0.00
R	Profit	0.00%			£0.00
TOTAL					£0.00

Notes:

1. The rates for "Design Fees", "Central Office Overheads" and "Profit" are taken from the tables in sheets 1 and 2 for the project value band £2,000,001-£2,500,000.
2. The "Regional Adjustment" is based on the North East Region
3. Tenderers shall complete their "GMP" in Part 1 Column and their "Fixed Price" in Part 2 Column against each item. In some cases, an item may contain both Part 1 (GMP) and Part 2 (Fixed Cost) elements.

Project Scenario #5: 106m x 70m Floodlit 3G AGP for Football with Micro-Plastic retention measures

3.5: Contract Sum Analysis

Ref	Net Works Cost		Part 1 Cost (£)	Part 2 Cost (£)	TOTAL (£)
A	Preliminaries (Site Overheads)		£0.00	£0.00	£0.00
B	Site Clearance, Excavations and Groundworks		£0.00	£0.00	£0.00
C	Drainage		£0.00	£0.00	£0.00
D	Pitch Foundations and Base		£0.00	£0.00	£0.00
E	Artificial Grass Surface		£0.00	£0.00	£0.00
F	Perimeter Fencing		£0.00	£0.00	£0.00
G	Sports Equipment		£0.00	£0.00	£0.00
H	Floodlighting		£0.00	£0.00	£0.00
J	Hardstanding and Prefabricated Base		£0.00	£0.00	£0.00
K	Reinstatement		£0.00	£0.00	£0.00
L	Contractor's Other Items		£0.00	£0.00	£0.00
Total Net Cost of Works			£0.00	£0.00	£0.00
M	Regional Adjustment	0.00%			£0.00
Sub Total					£0.00
N	Design Fees				£0.00
Sub Total					£0.00
P	Central Office Overheads	0.00%			£0.00
Sub Total					£0.00
R	Profit	0.00%			£0.00
TOTAL					£0.00

Notes:

1. The rates for "Design Fees", "Central Office Overheads" and "Profit" are taken from the tables in sheets 1 and 2 for the project value band £500,001 – 750,000
2. The "Regional Adjustment" is based on the London Region
3. Tenderers shall complete their "GMP" in Part 1 Column and their "Fixed Price" in Part 2 Column against each item. In some cases, an item may contain both Part 1 (GMP) and Part 2 (Fixed Cost) elements.

AGP Framework 2020

4. Regional Variations

The following regional variations are based on UK Regional NUTS codes. The regional variations will be determined on the location of the service the AGP Supplier is being commissioned for, it is not based on the location of the AGP Supplier's office or where their staff are based.

It is envisaged that the AGP Supplier will provide their most economically advantageous rates based on the region(s) in which they operate and that regional variations will apply to other regions. The Tenderer may enter an adjustment from their base rates included in Parts 1, 2 and 3. Tenderers should NOT enter a negative adjustment (i.e. reduction) but should base their net rate on a 0% adjustment. Tenderers should ONLY enter an adjustment in those areas which it considers results in higher costs.

The Tenderer shall insert their percentage adjustment required which will be applied to the net cost of works before the addition of on-costs. If no adjustment is required enter 0%.

Scotland (UKM) and Northern Ireland (UKN) are greyed out as these areas are not included in the Framework. Tenderers should leave this blank.

NUTS Code	Region	Regional Variation
UKC	North East (England)	0.00%
UKD	North West (England)	0.00%
UKE	Yorkshire and the Humber	0.00%
UKF	East Midlands	0.00%
UKG	West Midlands	0.00%
UKH	East of England	0.00%
UKI	London	0.00%
UKJ	South East	0.00%
UKK	South West (England)	0.00%
UKL	Wales	0.00%
UKM	Scotland	0.00%
UKN	Northern Ireland	0.00%



Appendix A - Price Framework

AGP Framework 2020

5. Tender Summary

Cost Element	Contract Sum (£)	Weighting
Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football	£0.00	10.00%
Project Scenario #2: Replacement of Sand Dressed Pitch to 3G FTP	£0.00	6.00%
Project Scenario #3: Surface replacement of existing 3G FTP	£0.00	6.00%
Project Scenario #4: Football Hub Site	£0.00	9.00%
Project Scenario #5: 106m x 70m Floodlit 3G AGP for Football with Micro-Plastic retention measures	£0.00	9.00%
Total Weighted Percentage Score		40.00%

Appendix B

PCSA Design Fees

Appendix B - PCSA Design Fees

Fee Schedule

Contract Value (RLF Estimate)	Max PCSA Stage Design Fee	Max PCSA Stage Design Fee
0 - 250,000	£1,000	This band is likely to consist of straight surface replacements and therefore should not attract fees. A small allowance has been included for minor design works if required.
250,001 - 500,000 (Non Planning)	£2,500	This band is likely to consist of larger refurbishment projects that do not require planning approval.
250,001 - 500,000 (Planning)	£10,000	This band is likely to consist of larger refurbishment projects and new-build 9v9 pitches.
500,001 - 1,000,000	£10,000	This band will form the majority of FF funded projects, being a single full size pitch with minor ancillary items.
1,000,001 - 1,500,000	£14,000	This band will likely be more complex single full size pitch developments with more significant ancillary items such as a car park or relatively straight forward double pitch developments.
1,500,001 - 2,000,000	£16,000	
>2,000,000	Fee proposal on Request	These are likely to be large hub sites with 3 or 4 pitches and would usually see the supplier feeding in to a Lead Consultant in terms of a wider site planning process.

Notes:-

- Suppliers will be provided with a desk top review, utilities search, feasibility report and topographical, Ground Investigation (Hand Pits unless Driven Tube has been advised by Survey provider) and electrical capacity surveys (see FF Survey Spec tab).
- Suppliers will be provided with a pitch investigation report for refurbishment projects.
- Suppliers will be provided with a Coal Mining Review Report should the site be located within a review area.
- The Supplier may claim additional fees (on approval from the FMC) for specific surveys required to obtain planning consent.
- Discharge Planning Conditions - These are deemed to be covered within your Preliminaries' and not included within the PCSA fee's.

Additional Pricing Notes in line with the ITT A.2 Design Services Schedules:-

- Architectural - See Architectural Services Tab
- Civil and Structural Engineer - See Civil & Structural Tab
- Building Services Engineer - See Building Services Tab
- Specialist Services - See Specialist services Tab

Appendix B - PCSA Design Fees

Site Specific Surveys

Item	Service	Task
1	Desktop Study Site Review and Utilities Search	<p>Provide a review based on readily available records to inform an AGP feasibility assessment and potential constraints associated with the ground. This review does not constitute a full risk assessment and should be confirmed and supported by ground investigations where appropriate. The report should include a measured plan to scale confirming the location of the proposed pitch.</p> <p>For the purposes of avoidance of services in undertaking intrusive investigations 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.</p>
2.1	Framework Ground Investigation (Hand Pits)	<p>Provide a Geotechnical Survey to determine subsoil conditions which includes hand pits to confirm soil profile, permeability tests, laboratory analysis of soil, CBR ratings etc in sufficient detail and location to allow design of pitch base, or provide recommendations for further works where ground conditions are deemed unsuitable, task to include:</p> <ul style="list-style-type: none"> • Ground investigation by trial pitting to include 5No. hand pits to target depth of 1.2m depth bgl and TRL-DCP testing (assumed 5) to inform insitu CBR (assumes no surfacing and reinstatement with arisings only) • Indicative infiltration testing in one or two hand pit positions • Laboratory testing to include 2No. PSD or Plasticity index and 2No. BRE SD1 Suite for concrete classification • Reporting to provide overview of readily available desk study information, factual findings from ground investigation and interpretation to provide floodlight foundation bearing capacity, infiltration potential, CBR for design and/or advice on abnormal ground conditions with recommendations for further investigations.
2.2	Framework Ground Investigation (Driven Tube Sampling)	<p>Investigation to be provided where pre-site review indicates that the hand dug trial pit investigation will be unlikely to provide sufficient information to allow design to proceed. Includes preliminary UXO assessment for investigation works only.</p> <p>Provide a Geotechnical Survey to determine subsoil conditions which includes driven tubes to confirm soil profile, permeability tests, laboratory analysis of soil, CBR ratings etc in sufficient detail and location to allow design of pitch base, or provide recommendations for further works where ground conditions are deemed unsuitable, task to include:</p> <ul style="list-style-type: none"> • Ground investigation by driven tube sampling to include 5No. driven tubes to excavate to depths up to 5m and Dynamic Probe test to assess soil consistency to depths up to 10m and TRL-DCP testing (assumed 5) to inform insitu CBR (assumes no surfacing and reinstatement with arisings only) • Indicative infiltration testing in one or two driven tube pit positions • To account for variability in the soil profile with depth we have allowed an overall budget for laboratory testing, this will generally equate to 3 no. classification tests to assist in pitch/foundation design, and 3 no. sulphate testing for concrete classification • Reporting to provide overview of readily available desk study information, factual findings from ground investigation and interpretation to provide floodlight foundation bearing capacity, infiltration potential, CBR for design and/or advice on abnormal ground conditions with recommendations for further investigations.

Item	Service	Task
2.2	Refurbishment Pitch Investigation	<p>Provide a survey to determine existing make- up of pitch. Tasks to include:</p> <ul style="list-style-type: none"> • Grid of hand excavations (frequency based on existing pitch size) to confirm existing make up as subbase (<0.5m thick) plus 0.2m of underlying subgrade • Cut outs of pitch surface to be removed and reinstated by others (to be coordinated) • TRL-DCP testing to derive insitu CBR (frequency based on existing pitch size) • Indicative infiltration testing within subbase and subgrade • Reinstatement using hand held ramming equipment and mechanical rammer where necessary, finishing with cold lay blacktop • Shock pad and surfacing to be reinstated • Provision of overview report including summary of ground conditions and findings <p>Pitch size 106m x 70m = grid of 18 hand pits 12 TRL-DCPs Pitch size 101m x 63m = grid of 15 hand pits 10 TRL-DCPs Pitch size 60m x 40m = grid of 8 hand pits 8 TRL-DCPs</p>
2.3	Topographical Survey	<p>Provide a Topographical Survey related to an appropriate datum with spot levels for the proposed pitch location and surrounding area.</p> <ul style="list-style-type: none"> • Levels and co-ordinates to be related to O.S. National Grid. • Sufficient levels will be established to adequately define the terrain, typically 5-10m spacing <p>Detail to be surveyed will include but not limited to:</p> <ul style="list-style-type: none"> • Roads, paths and hard standings inc all fences/walls/gates; crossovers, kerbs and edgings. • Buildings on and immediately adjacent to site boundaries, including ridge and eaves heights. • Boundary treatments (type and height). • Location of trees and vegetation inc girth and spread (wooded areas shown as canopy) • Manhole, inspection and service covers, drainage outfalls/ culverts etc; overhead services • Street furniture (eg road signs/street lights/bollards etc) • Changes in ground surface finishes, i.e., tarmac, concrete, grass etc. <p>Contours at a suitable vertical interval – typically 0.5m Survey to be provided in 3D AutoCAD DWG format</p>
2.5	Electrical Capacity Survey	<p>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.</p>

Appendix B - PCSA Design Fees

Architecture

General Services – Supplier to price all requirements with regard to Stage 3 & 4 below within the PCSA element and all others to be priced within site Prelims.

RIBA Stage 0 – N/A and should not be priced, as carried out by others

RIBA Stage 1 – N/A and should not be priced, as carried out by others

RIBA Stage 2 – N/A and should not be priced, as carried out by others

RIBA Stage 3 – All services to be priced and included within the PCSA with the exception of:-

5.6 (Part) – Not included. 3D Models would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

5.8 - Not included. This service requirement would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

5.19 – Noise Impact Survey not included. This service requirement would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

5.20 – Biodiversity Survey not included. This service requirement would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

5.21 – Lighting Impact Survey not included. This service requirement would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

5.22 – Arboricultural Survey not included. This service requirement would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

5.23 – Enhanced Ground Investigation Survey not included. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

RIBA Stage 4 – All services to be priced and included within the PCSA with the exception of:-

6.3 - Not included. This service requirement would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

6.4 - Not included. This service requirement would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

6.5 - Not included. This service requirement would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

6.8 - Not included. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

6.9 - Not included. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

6.11 - Not included. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

6.13 – Not Included

RIBA Stage 5 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

RIBA Stage 6 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

RIBA Stage 7 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

Appendix B - PCSA Design Fees

Civil & Structural Engineer

General Services – Supplier to price all requirements with regard to Stage 3 & 4 below within the PCSA element and all others to be priced within site Prelims.

RIBA Stage 0 – N/A and should not be priced, as carried out by others

RIBA Stage 1 – N/A and should not be priced, as carried out by others

RIBA Stage 2 – N/A and should not be priced, as carried out by others

RIBA Stage 3 – N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

RIBA Stage 4 – N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

RIBA Stage 5 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

RIBA Stage 6 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

RIBA Stage 7 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

Appendix B - PCSA Design Fees

Building Services Engineer

General Services – Supplier to price all requirements with regard to Stage 3 & 4 below within the PCSA element and all others to be priced within site Prelims.

RIBA Stage 0 – N/A and should not be priced, as carried out by others

RIBA Stage 1 – N/A and should not be priced, as carried out by others

RIBA Stage 2 – N/A and should not be priced, as carried out by others

RIBA Stage 3 – N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

RIBA Stage 4 – N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

RIBA Stage 5 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

RIBA Stage 6 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

RIBA Stage 7 – N/A and should not be priced as part of the PCSA and should be covered under site Prelims

Appendix B - PCSA Design Fees

Specialist Services

Acoustic Engineer - N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

Transport Consultant - N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

Flood Risk Consultant - N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

Building and Land Surveyor - N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage

Landscape Architect - N/A and should not be priced. If this is required it should be priced as part of the Site Preliminaries but undertaken during the PCSA stage to determine a Suppliers Contract Sum. If the planning Authority require this survey to be undertaken to satisfy planning / validate planning, then this would be classed as a specific requirement of the planners and would be viewed as a variation and to be agreed by the FMC/FF/Applicant during the PCSA stage



Volume 1 – Invitation to Tender

for

AGP Framework 2020

Lot 1: Framework Managing Consultant (FMC)

Lot 2: Specialist Testing Consultant (STC)

Part 4 – Price Framework

Contract Ref:	T10351-2
Date:	September 19
Issue:	1

Document Control

Revisions

Job Ref	Revision	Date	Prepared	Checked	Amended	Notes
10351-2	--	22/07/19	NT	KT		For Client Review
10351-2	A	02/09/19	NT	KT	NT	Tender Issue

This Invitation to Tender ("ITT") and other associated documentation has been issued by The "Authority" in connection with a competitive procurement conducted in accordance with the "Open Procedure" under the Public Contracts Regulations 2015 (as amended) (the "Regulations").

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Appendices

Appendix A.1	Price Framework (FMC)
Appendix A.2	Price Framework (STC)

1. The Price Framework

1.1. Purpose

- 1.1.1. The purpose of this document is to explain the manner in which the Price Framework will facilitate the delivery of the “AGP Framework 2020”. The Price Framework is used to establish a mechanism for how the Framework Managing Consultant (FMC) and Specialist Testing Consultant (STC) will build up their price when being awarded work under the Framework.
- 1.1.2. In addition, this Price Framework is being established as a means by which tenders can be financially evaluated and to assist in the selection of a FMC and STC to be appointed onto the Framework.
- 1.1.3. The completed Price Frameworks for both the FMC and STC will be inserted into the Framework Agreement at **Volume 2 – The Framework Alliance Contract, Schedule 9 – Framework Proposals**.

1.2. The Framework Alliance Contract (FAC-1) & Call-Off Contracts

- 1.2.1. The Price Framework will form the basis of pricing under the Framework Alliance Contract and establishes how prices will be built up in relation to projects that are “called-off” under the framework.
- 1.2.2. Individual projects will be awarded in accordance with the “Direct Award Procedure” (see **Volume 2 – The Framework Alliance Contract, Schedule 4 – Award Procedures**), under which the Consultant will submit a project fee based on their tendered rates contained in the completed Price Framework.
- 1.2.3. The Consultant shall use their “Framework Rates” as submitted in response to this tender.
- 1.2.4. Pricing is only effective on individual call-off contracts and not on the Framework itself.

1.3. Completing the Price Framework

- 1.3.1. The Tenderer is required to complete **Appendix A – Price Framework** including a price for each Project Scenario.
- 1.3.2. Tenderers are referred to the scope of services for the FMC and STC as set out at **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**.
- 1.3.3. The Price Framework is broken down into four parts: -
 - Part 1: Fee Schedule
 - Part 2: Time Charge Fee Schedule

- Part 3: Project Scenarios
- Part 4: Tender Summary

1.3.4. The Price Framework is slightly different in structure for the FMC and STC. Accordingly, this document describes each Price Framework for each Supplier as follows:-

Fee Schedule for FMC – See [2. FMC Fee Schedule](#)

Fee Schedule for STC – See [3. STC Fee Schedule](#)

2. FMC Fee Schedule

2.1. Introduction

2.1.1. The Price Framework for the FMC comprises of the following “Parts”:-

Title Page – Describing the lot to which the Price Framework applies to;

1. Fee Schedule – This comprise of the fee schedule table for the Tenderer to complete for the provision of FMC/STC services against different “Project Value Bands”;

2. Time Charges – This comprises of a fee schedule table for time charge rates (hourly and daily) for different grades of staff;

3. Project Scenarios – This comprises of 5 project scenarios (3.1-3.5) representing different project types to be delivered under the framework.

4. Tender Summary – This tab collects the data **3. Project Scenarios** to the “Tender Summary”. The weightings against different project scenarios components is also included.

2.1.2. Tenderers are referred to the scope of services to be undertaken by the FMC as set out at **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**.

2.2. Payment Stages

2.2.1. Tenderers should note that the payment stages reflect the resource input required for each RIBA Plan of Work Stage relevant to the delivery of projects being “called-off” under the Framework.

2.2.2. The Consultant will only be able to claim the amount of fee relevant to the RIBA Plan of Work Stage as set out.

2.2.3. The Fee Schedules are now described in more detail.

2.3. Fee Schedule

2.3.1. The Tenderer is required to complete **1. Fee Schedule** for each “Project Value Band”. The fee table is set out in different project value bands, for each stage of the RIBA Plan of Work 2013.

2.3.2. Tenderers should note that they are only required to complete those cells marked in “orange”. All other cells are protected and you will not be able to edit these cells.

2.3.3. The spreadsheet then calculates the stage payments (RIBA Plan of Work) against each Project Value Band. The percentage breakdown is provided “for information only”.

- 2.3.4. The payment amounts for each of the RIBA stages is set and you will not be able to change these. The Authority has established the payment stage amounts and these are not subject to negotiation.
- 2.3.5. The Tenderer shall price the fee schedule on the basis of the use of the proposed call-off contract, being the JCT D&B Contract 2016, incorporating “Pre-Construction Design Services”. Tenderers should indicate an overall lump sum fee for the project for each “Project Value Band” where indicated. This will auto-calculate the fee for each RIBA Plan of Work stage.
- 2.3.6. Rates inserted in these tables will be used to reimburse the Consultant for undertaking the “Core Service” in the role of FMC undertaken in connection with the delivery of the Project at each stage, based on the RIBA Plan of Work and in accordance with **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**.
- 2.3.7. All fee rates shall be fully inclusive of all disbursements (e.g. travelling and subsistence) but exclusive of VAT.
- 2.3.8. The lump sum fee for each “Project Value Band” is fixed, regardless of the actual project value, i.e. whether the project value is at the lower end or the higher end of the project value band, the fee is fixed. The only time the lump sum fee will change is if the project value changes such that the actual project cost falls within another project value band. This will only be adjusted at the following stages:-

Stage 4: Technical Design

Stage 6: Handover and Close Out

- 2.3.9. “Out of Pocket” expenses such as statutory fees, specialist surveys etc., will be reimbursed by the Authority at cost only. Tenderers should note that they may be required to evidence payments made to specialists.

2.4. Time Charge Fees

- 2.4.1. The Tenderer is required to complete the schedule of Time Charge rates at, **2. Time Charges** for hourly and daily rates for each grade of personnel in the role of FMC. All fee rates submitted are to be exclusive of VAT.
- 2.4.2. Time Charge rates are provided for “Off Site” and “On Site” activity. For “Off Site” activity, charges can be applied on hourly and daily rates. For “On Site” activity, only days and half day divisions will apply. The Tenderer shall include all disbursements within the Time Charge rate and accordingly, this is why both “On site” and “Off Site” rates are applied to reflect accordingly.
- 2.4.3. Tenderers should note that they are only required to complete those cells marked in “orange”. All other cells are protected and you will not be able to edit these cells.

2.4.4. Rates inserted in the tables will be used to reimburse the Consultant for work that is *outside* of the general scope of services set out at **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**. This will typically include the following:-

- Any services outside the scope of services for “Core Services” as set out in **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**
- Specialist services whereby the Lead Consultant is required to contract with a sub-consultant to provide the required services;
- Specialist services carried out by an in-house consultant specialist which is outside of the core service.

2.4.5. Where specialist services are required, the Consultant shall follow the procedure set out in the Framework Agreement and in particular, under **Schedule 4: Award Procedures**. This will require the Consultant submitting a proposal for the required services, based on tendered time charge rates. It is the expectation, that specific elements of work will be converted into a lump sum wherever possible.

2.4.6. As set out above, the Consultant will not be entitled to any “management fee” or “profit and overhead” on any specialists engaged to undertake specialist work. Therefore, the Tenderer should consider the time and management required in managing its specialist supply chain and therefore reflect in the tendered fee percentage rates and time charge rates appropriately. The Authority reserves the right to ask for evidence of payments made to specialists.

2.4.7. All time charge fee rates shall be fully inclusive of all disbursements but exclusive of VAT.

2.5. Project Scenarios

2.5.1. Tenderers are referred to **Part 3 – Project Scenarios**. There are 5 Project Scenarios to complete as follows:-

- Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football
- Project Scenario #2: Replacement of Sand Dressed Pitch to 3G FTP
- Project Scenario #3: Surface replacement of existing 3G FTP
- Project Scenario #4: Football Hub Site
- Project Scenario #5: 106m x 70m Floodlit 3G AGP for Football with Micro-Plastic retention measures

2.5.2. The Tenderer does not need to complete the tables for each Project Scenario as the spreadsheet is set to auto-calculate the fee based on the rates provided in **1. Fee Schedule**.

2.6. Tender Summary

- 2.6.1. Tenderers are referred to **4. Tender Summary**. Tenderers are NOT required to complete the Tender Summary.
- 2.6.2. The project fee for each Project Scenario at **3. Project Scenarios** are carried forward to the Tender Summary.
- 2.6.3. The summary of all project fees contained at **4. Tender Summary** are taken to the master evaluation sheet where all Tenderers' responses are collated and analysed.
- 2.6.4. Tenderers should note that the Authority has determined "Weightings" based on each Project Scenario. These weightings broadly reflect the proposed use of different project types under the Framework.
- 2.6.5. The Authority does not accept any liability for the incorrect completion of the tender summary, computation errors or mistakes made in inserting the relevant information. Therefore, Tenderers should ensure the accuracy of information provided.

3. STC Fee Schedule

3.1. Introduction

3.1.1. The Price Framework for the STC comprises of the following “Parts”:-

Title Page – Describing the lot to which the Price Framework applies to;

1. Schedule of Fee Rates – This comprise of the fee schedule table for the Tenderer to complete for the provision of STC services;

2. Time Charges – This comprises of a fee schedule table for time charge rates (hourly and daily) for different grades of staff;

3. Project Scenario – This comprises of a project scenario representing a typical project to be delivered under the framework.

4. Tender Summary – This tab collects the data **3. Project Scenario** to the “Tender Summary”. The weightings against different project scenarios components is also included.

3.1.2. Tenderers are referred to the scope of services to be undertaken by the STC as set out at **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**.

3.2. Payment Stages

3.2.1. Tenderers should note that payment for services provided shall be based on the satisfactory completion of an inspection/report at various stages of a project.

3.2.2. The Consultant will only be able to claim the amount of fee for completed activities.

3.2.3. The Schedule of Fee Rates is now described in more detail.

3.3. Schedule of Fee Rates

3.3.1. The Tenderer is required to complete **1. Schedule of Fee Rates** for each task activity against various different inspection and report types:-

- Key Stage Inspections
- Quality Control Audits
- Quality Control – Sampling & Testing
- Initial Field Tests
- Field re-tests at end of defects liability period
- Sports lighting tests in conjunction with field test

- Sports lighting tests requiring separate visit to field test

3.3.2. Tenderers should note that they are only required to complete those cells marked in “orange”. All other cells are protected and you will not be able to edit these cells.

3.3.3. Rates inserted in these tables will be used to reimburse the Consultant for undertaking the “Core Service” in the role of STC undertaken in connection with the delivery of the Project at each stage, based on the RIBA Plan of Work and in accordance with **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**.

3.3.4. All fee rates shall be fully inclusive of all disbursements (e.g. travelling and subsistence) but exclusive of VAT.

3.3.5. The extent of inspections, sampling and reporting will vary from project to project. Therefore, the Schedule of Fee Rates shall be used to calculate the total fee due to the STC.

3.3.6. “Out of Pocket” expenses such as statutory fees, specialist surveys etc., will be reimbursed by the Authority at cost only. Tenderers should note that they may be required to evidence payments made to specialists.

3.4. Time Charge Fees

3.4.1. The Tenderer is required to complete the schedule of Time Charge rates at, **2. Time Charges** for hourly and daily rates for each grade of personnel in the role of STC. All fee rates submitted are to be exclusive of VAT.

3.4.2. Time Charge rates are provided for “Off Site” and “On Site” activity. For “Off Site” activity, charges can be applied on hourly and daily rates. For “On Site” activity, only days and half day divisions will apply. The Tenderer shall include all disbursements within the Time Charge rate and accordingly, this is why both “On site” and “Off Site” rates are applied to reflect accordingly.

3.4.3. Tenderers should note that they are only required to complete those cells marked in “orange”. All other cells are protected and you will not be able to edit these cells.

3.4.4. Rates inserted in the tables will be used to reimburse the Consultant for work that is *outside* of the general scope of services set out at **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**. This will typically include the following:-

- Any services outside the scope of services for “Core Services” as set out in **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**
- Specialist services whereby the Lead Consultant is required to contract with a sub-consultant to provide the required services;

- Specialist services carried out by an in-house consultant specialist which is outside of the core service.

3.4.5. Where specialist services are required, the Consultant shall follow the procedure set out in the Framework Agreement and in particular, under **Schedule 4: Award Procedures**. This will require the Consultant submitting a proposal for the required services, based on tendered time charge rates. It is the expectation, that specific elements of work will be converted into a lump sum wherever possible.

3.4.6. As set out above, the Consultant will not be entitled to any “management fee” or “profit and overhead” on any specialists engaged to undertake specialist work. Therefore, the Tenderer should consider the time and management required in managing its specialist supply chain and therefore reflect in the tendered fee percentage rates and time charge rates appropriately. The Authority reserves the right to ask for evidence of payments made to specialists.

3.4.7. All time charge fee rates shall be fully inclusive of all disbursements but exclusive of VAT.

3.5. Project Scenario

Tenderers are referred to **Part 3 – Project Scenario**. There is a project scenario to price, based on an estimate of the extent of inspections and surveys required on a project. This is based on Project Scenario #1 (Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football).

3.5.1. The Tenderer is required to bring forward the individual rates contained in **1. Schedule of Fee Rates to Part 3 – Project Scenario**. The quantity of each type of survey/test/report is included. The “Total” auto-calculates the fee based on the quantity and rate.

3.6. Tender Summary

3.6.1. Tenderers are referred to **4. Tender Summary**. Tenderers are NOT required to complete the Tender Summary.

3.6.2. The project fee for the Project Scenario at **3. Project Scenario** is carried forward to the Tender Summary.

3.6.3. The summary of the project fee contained at **4. Tender Summary** is taken to the master evaluation sheet where all Tenderers’ responses are collated and analysed.

3.6.4. Tenderers should note that the Authority has determined a “Weighting” for cost which is based on the fee for the Project Scenario.

3.6.5. The Authority does not accept any liability for the incorrect completion of the tender summary, computation errors or mistakes made in inserting the relevant information. Therefore, Tenderers should ensure the accuracy of information provided.

4. Other Matters

4.1. Generally

- 4.1.1. Tenderers should note that for the provision of all services, they must be able to demonstrate that the resources required to undertake the services required must be of at least a “professional” grade for not less than 75% of the resource input required.
- 4.1.2. Professional Grade shall mean someone holding a relevant professional qualification with a professional body, such as RICS/RIBA/ACE/CIBSE or having at least 10 years’ experience. The Authority may ask for evidence of resources at any stage during the Term Programme.

4.2. Fluctuations

- 4.2.1. All fee rates inserted by the Tenderer are fixed for the first year of the Framework.
- 4.2.2. Thereafter, and on the anniversary date of the framework being executed, the fixed lump sum fee and time charge rates may be adjusted.
- 4.2.3. Any adjustment to fee rates will be adjusted in accordance with BCIS Price Adjustment Formulae Indices Online (PAFI) (see <http://www.rics.org/uk/knowledge/bcis/online-products/price-adjustment-formulae-indices-online-pafi/>). The date of the calculation shall be based on one month preceding the anniversary date of the Framework. For example, if the framework is executed in January 2020, then the adjustment for the second year of the contract, commencing January 2021, will be based on the BCIS data for December 2020.

4.3. Summary

- 4.3.1. For the purposes of evaluating the tenders, the Tenderer is required to complete the following exercises in the Price Framework for each lot:
 - 1. Complete **1. Fee Schedule**;
 - 2. Complete **2. Time Charges**;
 - 3. Check that the rates brought forward from **1. Fee Schedule** for each Project Scenario in **3. Project Scenarios** is correct.
 - 4. Check that the rates inserted are correctly brought forward to **4. Tender Summary** and cover the full scope of services described in **Volume 2 – The Framework Alliance Contract, Schedule 8 – Framework Brief**.
- 4.3.2. Tenderers must ensure that the Tender Summary at **4. Tender Summary** is fully complete and that rates and costs from **1. Fee Schedule** have been calculated as expected.

Appendix A.1

Price Framework (FMC)



Appendix A: Price Framework

Project Title: AGP Framework 2020

Lot Reference:

Lot 1: Framework Managing
Consultant (FMC)

Tenderers are to insert their company name in the
box below:

Tenderer

FMC Consultancy Services

Lot 1: Framework Managing Consultant (FMC)



1. Fee Schedule

1A - For Employer's Agent Services (Appendix B.1 of Scope of Service)

Project Value Bands	RIBA Plan of Work							Total Fee (£)
	1 Preparation & Brief	2 Concept Design	3 Developed Design	4 Technical Design	5 Construc- tion	6 H'Over & close Out	7 In Use	
Payment Stages	10.0%	10.0%	10.0%	10.0%	50.0%	5.0%	5.0%	100.0%
0 – 250,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
250,001 – 500,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
500,001 – 750,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
750,001 – 1,000,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
1,000,001 – 1,250,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
1,250,001 – 1,500,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
1,500,001 – 2,000,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2,000,001 – 2,500,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
>2,500,001	By agreement and based on fee rates above.							

1B - For Design Services (Appendix A.2 of Scope of Service)

Project Value Bands	RIBA Plan of Work							Total Fee (£)
	1 Preparation & Brief	2 Concept Design	3 Developed Design	4 Technical Design	5 Construc- tion	6 H'Over & close Out	7 In Use	
Payment Stages	10.0%	10.0%	10.0%	10.0%	50.0%	5.0%	5.0%	100.0%
0 – 250,000	£0.00	£0.00						£0.00
250,001 – 500,000	£0.00	£0.00						£0.00
500,001 – 750,000	£0.00	£0.00						£0.00
750,001 – 1,000,000	£0.00	£0.00						£0.00
1,000,001 – 1,250,000	£0.00	£0.00						£0.00
1,250,001 – 1,500,000	£0.00	£0.00						£0.00
1,500,001 – 2,000,000	£0.00	£0.00						£0.00
2,000,001 – 2,500,000	£0.00	£0.00						£0.00
>2,500,001	By agreement and based on fee rates above.							

Project Value Bands	RIBA Plan of Work							Total Fee (£)
	1 Preparation & Brief	2 Concept Design	3 Developed Design	4 Technical Design	5 Construc- tion	6 H'Over & close Out	7 In Use	
Payment Stages	10.0%	10.0%	10.0%	10.0%	50.0%	5.0%	5.0%	100.0%

Notes:

1. Tenderer to enter the "Lump Sum" fee into the orange cell only for each "Project Value Band"
2. Please do not enter details into any other cell; the cells are set to autocalculate, based on the figures entered into the orange cells.
3. Tenderers should base their lump sum fee rates on the full scope of services, as set out **Volume 2 - Framework Alliance Contract, Schedule 8 - Framework Brief**
4. All rates to be based on the delivery model set out at **Volume 2 - Framework Alliance Contract, Schedule 4 - Award Procedures and Schedule 8 - Framework Brief**
5. The lump sums are fixed within the Project Value Band. There shall be no adjustment to the fixed fee unless the price of the project changes at the following stages: **4: Technical Design** or **6. Handover and Close Out**, when the Final Account is agreed. This may mean that the fee can go up as well as down, dependent on updated project values at these stages.
6. Table 1B is for "Design Services" which is *optional* and shall only be commissioned if instructed by the Client.

Lot 1: Framework Managing Consultant (FMC)

2. Time Charge Fee Schedule

Grade	Time Charges	
	Hourly Rate	Daily Rate
Fee Rate (by Grade) (Off Site)		
Partner or Director	£0.00	£0.00
Senior Professional	£0.00	£0.00
Professional	£0.00	£0.00
Senior Technician	£0.00	£0.00
Technician	£0.00	£0.00
Admin/Junior Technician/Apprentice	£0.00	£0.00
Fee Rate (by Grade) (On Site)		
Partner or Director		£0.00
Senior Professional		£0.00
Professional		£0.00
Senior Technician		£0.00
Technician		£0.00
Admin/Junior Technician/Apprentice		£0.00

Notes:

1. Professional Grade and above shall mean someone holding a relevant professional qualification with a professional body such as RICS, RIBA or similar, or having at least 10 years experience.
2. Tenderer to enter the hourly and daily rate into the orange cell only, for each "Grade".
3. Rates entered for "Time Charges" are NOT evaluated and not carried to the Tender Summary. The Tenderer MUST enter rates for all grades identified.
4. There is no distinction between different disciplines, i.e. Project Manager or Cost Consultant.
5. The "Off Site" rate shall not include travel or disbursements. The "On Site" rate shall be fully inclusive of travel and disbursement costs.
6. The "On Site" rate shall be a "Daily Rate" only and will be charged in whole days or ½ days only.



Lot 1: Framework Managing Consultant (FMC)

3.1: Contract Sum Analysis

Project:	<i>Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football</i>
Estimated Project Value:	£675,000.00
Total Fee:	£0.00

Notes:

1. The lump sum fee rate is taken from 1. Fee Tables for the project value band £500,001 – 750,000
2. The fee is for "Employer's Agent" Services only and does not include the optional "Design Services".

Lot 1: Framework Managing Consultant (FMC)

3.2: Contract Sum Analysis

Project:	<i>Project Scenario #2: Replacement of Sand Dressed Pitch to 3G FTP</i>
Estimated Project Value:	£500,000.00
Total Fee:	£0.00

Notes:

1. The lump sum fee rate is taken from 1. Fee Tables for the project value band £250,001 – 500,000
2. The fee is for "Employer's Agent" Services only and does not include the optional "Design Services".

Lot 1: Framework Managing Consultant (FMC)

3.3: Contract Sum Analysis

Project:	<i>Project Scenario #3: Surface replacement of existing 3G FTP</i>
Estimated Project Value:	£200,000.00
Total Fee:	£0.00

Notes:

1. The lump sum fee rate is taken from 1. Fee Tables for the project value band £0 – 250,000
2. The fee is for "Employer's Agent" Services only and does not include the optional "Design Services".



Lot 1: Framework Managing Consultant (FMC)

3.5: Contract Sum Analysis

Project:	<i>Project Scenario #4: Football Hub Site</i>
Estimated Project Value:	£2,225,000.00
Total Fee:	£0.00

Notes:

1. The lump sum fee rate is taken from 1. Fee Tables for the project value band £2,000,001 - 2,500,000
2. The fee is for "Employer's Agent" Services only and does not include the optional "Design Services".



Lot 1: Framework Managing Consultant (FMC)

3.5: Contract Sum Analysis

Project:	<i>Project Scenario #5: 106m x 70m Floodlit 3G AGP for Football with Micro-Plastic retention measures</i>
Estimated Project Value:	£725,000.00
Total Fee:	£0.00

Notes:

1. The lump sum fee rate is taken from 1. Fee Tables for the project value band £500,001 – 750,000
2. The fee is for "Employer's Agent" Services only and does not include the optional "Design Services".

Lot 1: Framework Managing Consultant (FMC)

4. Tender Summary

Cost Element	Project Fee (£)	Weighting
Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football	£0.00	10.00%
Project Scenario #2: Replacement of Sand Dressed Pitch to 3G FTP	£0.00	6.00%
Project Scenario #3: Surface replacement of existing 3G FTP	£0.00	6.00%
Project Scenario #4: Football Hub Site	£0.00	9.00%
Project Scenario #5: 106m x 70m Floodlit 3G AGP for Football with Micro-Plastic retention measures	£0.00	9.00%
Total Weighted Percentage Score		40.00%

Appendix A.2

Price Framework (STC)



Appendix A: Price Framework

Project Title: AGP Framework 2020

Lot Reference: Lot 2: Specialist Testing Consultant (STC)

Tenderers are to insert their company name in the box below:

Tenderer: STC Consultancy Services

Lot 2: Specialist Testing Consultant (STC)



1. Schedule of Fee Rates

Notes for Completion

1. Tenderer to enter the fixed item fee into the orange cell only for each pitch type.
2. Tenderers should base their fee rates on the full scope of services, as set out **Volume 2 - Framework Alliance Contract, Schedule 8 - Framework Brief**
3. All rates to be based on the delivery model set out at **Volume 2 - Framework Alliance Contract, Schedule 4 - Award Procedures and Schedule 8 - Framework Brief**
4. The STC shall detail below their fixed price rates for undertaking the schedule of key stage inspections and field tests listed.
5. The rates listed shall apply for any AGP Framework 2020 project undertaken anywhere in the Framework area of operation, with the exception of the Channel Islands and Isle of Man, where rates shall be agreed on a project by project basis.
6. The rates listed shall be fully inclusive of all expenses and disbursements, but exclude VAT.
7. The works undertaken during an inspection / field test shall be as detailed in the AGP Framework 2020 STC Scope of Services document and the STC proposals submitted with this schedule of rates.
8. Site inspection costs shall include allowance for inspecting all ancillary works being undertaken. The inspections shall be designed to ensure that the STC can advise if the ancillary works are being undertaken to the required quality standards, in accordance the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals
9. Prices shall be provided for inspections and testing of full size pitches and small sided training pitches. For the purposes of this schedule, a small sided pitch is defines as any field that is less than 60% the size of a full size pitch.

Ref	Task Activity	Football pitch		Rugby pitch		Hockey pitch	
		Full size	Small sided	Full size	Small sided	Full size	Small sided
1	Key stage inspections						
1.1	Formation & drainage	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
1.2	Sub-base (including any unbound aggregate base) & kerb edgings	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
1.3	Asphalt base	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
1.4	Shockpad	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2	Quality Control audits						
2.1	Granular fill for formations	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2.2	Drainage trench back-fill	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2.3	Sub-base aggregates	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2.4	Base blinding layer aggregates	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2.5	Asphalt mixes	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2.6	Factory produced shockpads	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2.7	Stabilising infill	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2.8	Performance infill	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3	Quality Control - sampling and testing						
3.1	Insitu laid shockpads & elastic layers	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3.2	Synthetic turf carpet	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3.3	Synthetic turf carpet joints	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4	Initial field tests						
4.1	Initial FIFA field test	£0.00					
4.2	BS EN 15330-1 Clause 5.3.2, plus product identification tests, as specified in the field testing requirements of the FIFA Quality Programme for Football Turf		£0.00				
4.3	Initial World Rugby field test			£0.00	£0.00		
4.4	Initial FIH field test - Global category					£0.00	
4.5	Initial FIH field test - National category					£0.00	
4.6	Initial FIH field test - Multi-sport 3 category					£0.00	

Ref	Task Activity	Football pitch		Rugby pitch		Hockey pitch	
		Full size	Small sided	Full size	Small sided	Full size	Small sided
4.7	BS EN 15330-1 Clause 5.3.1 plus product identification tests, as specified in the field testing requirements of the FIH Quality Programme for hockey-turf						£0.00
4.8	Combined Initial FIFA & World Rugby field test	£0.00		£0.00	£0.00		
4.9	Combined Initial FIFA & FIH Multi-sport 3 field test	£0.00				£0.00	
4.10	BS EN 15330-1 Clauses 5.3.1 and 5.3.2, plus product identification tests		£0.00				£0.00
5	Field re-tests at end of defects liability period						
5.1	FIFA	£0.00					
5.2	BS EN 15330-1 Clause 5.3.2		£0.00	£0.00	£0.00	£0.00	£0.00
5.3	World Rugby Re-test			£0.00	£0.00		
5.4	FIH - Global category					£0.00	
5.5	FIH National or Multi-sport category					£0.00	
5.6	Combined FIFA & World Rugby	£0.00		£0.00	£0.00		
5.7	Combined Initial FIFA & FIH Multi-sport 3	£0.00				£0.00	
5.8	BS EN 15330-1 Clauses 5.3.1 and 5.3.2		£0.00				£0.00
6	Sports lighting tests in conjunction with field test						
6.1	Lighting test at principal illumination level	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
7	Sports lighting tests requiring separate visit to field test						
7.1	Lighting test at principal illumination level	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Lot 2: Specialist Testing Consultant (STC)

2. Time Charge Fee Schedule

Grade	Time Charges	
	Hourly Rate	Daily Rate
Fee Rate (by Grade) (Off Site)		
Senior Consultant	£0.00	£0.00
Site Engineer	£0.00	£0.00
Fee Rate (by Grade) (On Site)		
Senior Consultant		£0.00
Site Engineer		£0.00

Notes:

1. Tenderer to enter the hourly and daily rate into the orange cell only, for each "Grade".
2. Rates entered for "Time Charges" are NOT evaluated and not carried to the Tender Summary. The Tenderer MUST enter rates for all grades identified.

Lot 2: Specialist Testing Consultant (STC)

3. Project Scenario

Project:	<i>Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football</i>
Estimated Project Value:	£675,000.00

Notes:

1. The STC shall detail below their fixed price rates for undertaking the schedule of key stage inspections and field tests listed. Pricing is to be based on their schedule of rates and is based on Project Scenario #1 as noted above.
2. The rates that are brought forward from 1. Schedule of Fee Rates MUST be used with no adjustment.
3. Please enter only the rates in the orange cells, brought forward from 1. Schedule of Fee Rates. The "Total" will calculate, based on the quantity stated.

Ref:	Task Activity	Quantity	Rate	Total (£)
1	Key stage inspections			
1.1	Formation & drainage	1	£ -	£ -
1.2	Sub-base (including any unbound aggregate base) & kerb edgings	1	£ -	£ -
1.3	Asphalt base	1	£ -	£ -
1.4	Shockpad	1	£ -	£ -
	<i>Sub Total</i>			£ -
2	Quality Control audits			
2.1	Granular fill for formations	1	£ -	£ -
2.2	Drainage trench back-fill	1	£ -	£ -
2.3	Sub-base aggregates	1	£ -	£ -
2.4	Base blinding layer aggregates	0		
2.5	Asphalt mixes	1	£ -	£ -
2.7	Stabilising infill	1	£ -	£ -
2.8	Performance infill	1	£ -	£ -
	<i>Sub Total</i>			£ -
3	Quality Control - sampling and testing			
3.1	Insitu laid shockpads & elastic layers	1	£ -	£ -
3.2	Synthetic turf carpet	1	£ -	£ -
3.3	Synthetic turf carpet joints	1	£ -	£ -

Ref:	Task Activity	Quantity	Rate	Total (£)
	<i>Sub Total</i>			£ -
4	Initial field tests			
4.1	Initial FIFA field test	1	£ -	£ -
	<i>Sub Total</i>			£ -
5	Field tests at end of defects liability period			
5.1	FIFA re-test	1	£ -	£ -
	<i>Sub Total</i>			£ -
6	Sports lighting tests in conjunction with field test			
6.1	Lighting test at principal illumination level	1	£ -	£ -
	<i>Sub Total</i>			£ -
	TOTAL			£ -

Lot 2: Specialist Testing Consultant (STC)

4. Tender Summary

Cost Element	Project Fee (£)	Weighting
Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football	£0.00	40.00%
Total Weighted Percentage Score		40.00%

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 1.1	Insert at the end of the clause: 'For the avoidance of doubt, where two or more <i>Alliance Members</i> are part of the same group of companies, they shall work independently of each other in order to formulate bids and shall at all times fulfil their respective roles and obligations under the <i>Framework Alliance Contract</i> to safeguard the competitive process and to avoid any risk of collusion between them.'
Clause 1.8.1	Insert at the end before ';': 'fairly and constructively without adversely affecting the <i>Framework Programme</i> '
Clause 1.10	On line 2 after ' <i>Alliance Agreement</i> ' delete the existing text to the end of the clause and insert: '. The <i>Client</i> may issue a <i>Nominating Notice</i> to the other <i>Alliance Members</i> conferring the benefit of the <i>Third Party Rights</i> on a <i>Stakeholder</i> with effect from the date of the relevant <i>Nominating Notice</i> .'
Clause 1.11.1	On line 1 after ' <i>Alliance Manager</i> ' insert: 'or the <i>Client</i> '.
New Clause 1.12 (Restricted Documents)	<p>Insert new clause 1.12:</p> <p>'Subject to clause 1.13, the <i>Restricted Documents</i> shall be disclosed only to the <i>Client</i> and the <i>Alliance Managers</i>, unless:</p> <ul style="list-style-type: none"> (a) the <i>Restricted Document</i> is a <i>Project Contract</i> or other related agreement and an <i>Alliance Member</i> other than the <i>Client</i> is a party to that <i>Project Contract</i>; or (b) an <i>Alliance Member</i> other than the <i>Client</i> has been responsible for producing the <i>Restricted Document</i>; or

	<p>(c) the <i>Client</i> has authorised the disclosure of a <i>Restricted Document</i>.</p> <p>Where any of the circumstances in (a)-(c) apply to an <i>Alliance Member</i> (other than the <i>Client</i>) the <i>Alliance Member</i> shall not be permitted to disclose the <i>Restricted Document</i> to the other <i>Alliance Members</i> and shall treat the <i>Restricted Document</i> as <i>Confidential Information</i> in accordance with clause 13.3.3.'</p>
New Clause 1.13	<p>Insert new clause 1.13:</p> <p>'Where a <i>Restricted Document</i> relates to a <i>Project Contract</i> or <i>Template Project Contract</i> that the <i>Alliance Manager</i> is going to be a party to or is a party to the <i>Alliance Manager</i> shall not be entitled to disclosure of that document and shall not be entitled to disclose that document to the other <i>Alliance Members</i> (other than the <i>Client</i>) and any information contained in that document or relating to that document shall be treated as <i>Confidential Information</i> in accordance with clause 13.3.3.'</p>
Clause 2.5	At the end of the clause insert 'The <i>Alliance Members</i> shall undertake their agreed roles in accordance with the <i>Timetable</i> .'
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 <i>Project Contract</i> pursuant to clauses 5.1 and 5.2 (whether via the <i>Direct Award Procedure</i> or the <i>Competitive Award Procedure</i>), an <i>Alliance Member</i> shall comply with the requirements of clause 13.21 and shall provide evidence of such compliance to the <i>Client</i> or any <i>Additional Client</i> upon written request.'
Clause 5.6	On line 4 before 'expenditure' insert 'actual or expected loss and/or'
New Clause 6.3.6	<p>At the end of clause 6.3.5 delete '.' and insert ','</p> <p>Insert new clause 6.3.6, 'the relevant <i>Alliance Member</i> or <i>Alliance Members</i> shall procure within 10 <i>Working Days</i> following a request from the <i>Client</i> and/or the <i>Alliance Manager</i> pursuant to this <i>Framework Alliance Contract</i> and/or in relation to a <i>Project</i> collateral warranties from the <i>Supply Chain</i> in the appropriate form for a consultant or a contractor as included in the <i>Template Project Documents</i>, in favour of the <i>Client</i>, any <i>Additional Client</i> and/or any <i>Stakeholders</i>, along with a copy of the <i>Supply Chain</i>'s up-to-date professional indemnity insurance policy, and completed appointment/contract.'</p>
New Clause 8.12	Insert new clause 8.12: 'Each <i>Alliance Member</i> (save for the <i>Client</i> , the <i>Alliance Manager</i> , any <i>Additional Client</i> , the <i>Framework Managing Consultant</i> and the <i>Specialist Testing Consultant</i>) is required to pay the <i>Framework Fee</i> to the <i>Client</i> throughout the duration of this <i>Framework Alliance Contract</i> . The <i>Framework Fee</i> is payable on the date of entry into this <i>Framework Alliance Contract</i> and thereafter annually, not less than five (5) calendar days prior to each anniversary of this <i>Framework Alliance Contract</i> .'
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 <i>Alliance Members</i> in respect of the provision of copies of documents to the <i>Client</i> , the <i>Alliance Members</i> shall supply to the <i>Client</i> within 5 <i>Working Days</i> of its request

	further copies of any document upon payment of the <i>Alliance Member's</i> reasonable copying charges.'
Clause 12	At the end of the heading insert: ' and Relevant Certification '
New Clause 12.4	Insert new clause 12.4: 'Each <i>Alliance Member</i> shall hold the Relevant Certification in force at all times for the duration of the <i>Framework Alliance Contract</i> .'
New Clause 12.5	Insert new clause 12.5: 'Each <i>Alliance Member</i> shall provide to the <i>Client</i> and any <i>Additional Client</i> upon request and, in any event, not less than annually following the date of entry into this <i>Framework Alliance Contract</i> , 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 <i>Client</i> shall be entitled to novate its interests under this <i>Framework Alliance Contract</i> 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 <i>Client</i> .'
New clause 13.2.3	Insert new clause 13.2.3: 'The <i>Client</i> shall be entitled to assign, charge or otherwise transfer its interests in this <i>Framework Alliance Contract</i> without any of the other <i>Alliance Members</i> ' prior consent to: (a) any Contracting Authority within the meaning of Regulation 2 of the Public Contracts Regulations 2015; and/or (b) any <i>Funder</i> and/or <i>Sponsor</i> .'
Clause 13.3 (Confidentiality and conflict of interest)	Delete the existing clause 13.3 and replace with: '13.3.1 The <i>Alliance Members</i> undertake and represent to the <i>Client</i> and any <i>Additional Client</i> that each <i>Alliance Member</i> shall at all times during the <i>Framework Programme</i> avoid situations creating potential conflicts of interest and shall bring to the <i>Client's</i> and any <i>Additional Client's</i> attention any conflict of interest issues. The <i>Alliance Members</i> shall ensure that any conflicts of interest or potential conflicts of interest related to <i>Supply Chain Collaboration</i> and/or in the selection of the <i>Supply Chain</i> (if any) and/or in relation to any <i>Project Contract</i> and/or this <i>Framework Alliance Contract</i> and/or any circumstance where two or more <i>Alliance Members</i> are part of the same group of companies, are specifically declared in advance and brought to the <i>Client's</i> and any <i>Additional Client's</i> attention in order to obtain prior approval; 13.3.2 If the <i>Client</i> and/or any <i>Additional Client</i> reasonably considers that the conflict of interest notified to it under clause 13.3.1 is capable of being avoided or removed, the <i>Client</i> and/or any <i>Additional Client</i> may require the <i>Alliance Member</i> to take such steps as are reasonably necessary to

	<p>avoid or remove such conflict of interest. For the avoidance of doubt, no <i>Alliance Member</i> (save for the <i>Client</i> and/or any <i>Additional Client</i>) shall be permitted to engage (directly or otherwise) the <i>Framework Managing Consultant</i> and/or the <i>Specialist Testing Consultant</i> in connection with any aspect of any <i>Project Contract</i> and/or this <i>Framework Alliance Contract</i>;</p> <p>13.3.3 If the <i>Alliance Member</i> fails to remedy such conflict of interest as required in clause 13.3.2; or such conflict of interest cannot be remedied; or the <i>Client</i> or <i>Additional Client</i> considers that a conflict of interest existed prior to the <i>Effective Date</i>; the <i>Client</i> or <i>Additional Client</i> (as applicable) may terminate the <i>Framework Alliance Contract</i> or the relevant <i>Alliance Member's</i> appointment in accordance with clause 14.1B.5;</p> <p>13.3.4 Any <i>Alliance Member</i> shall maintain <i>Confidential Information</i> (or shall procure that it is maintained) in strict confidence and shall protect any <i>Confidential Information</i> which it obtains in connection with this <i>Framework Alliance Contract</i> and any <i>Project Contract</i> and will use it only for the purpose for which it is intended and/or disclosed and at the request of the <i>Client</i> and/or any <i>Additional Client</i> will return any <i>Confidential Information</i> which is in physical form including all copies and/or destroy all remaining records and delete and arrange for the deletion of all <i>Confidential Information</i> from any computer, word processor or other equipment which contains <i>Confidential Information</i>. The restrictions in this clause 13.3.4 will continue to apply for a period of 6 years after expiry of the <i>Framework Alliance Contract</i> or a relevant <i>Project Contract</i> to which it relates or until the information is no longer <i>Confidential Information</i> (whichever is the later). The restriction shall not apply to <i>Confidential Information</i> 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.</p> <p>13.3.5 Subject to clause 13.13, 13.14 and 13.16 in respect of the <i>Client</i> and/or any <i>Additional Client</i>, an <i>Alliance Member</i> shall not divulge the <i>Confidential Information</i> to any third party other than as provided for in this clause 13.3; and shall not make commercial use of the <i>Confidential Information</i>.'</p>
Clause 13.6	On the first line after 'Subject only to clauses' insert '1.10,'
(Third Party Rights)	Insert after '14.6' the following ', and insofar as a <i>Stakeholder</i> (and any other <i>Client</i> and/or any other <i>Additional Client</i> not a party to a <i>Project Contract</i> or <i>Order</i>) shall be entitled to enforce the terms of this <i>Framework Alliance Contract</i> pursuant to a <i>Project Contract</i> or <i>Order</i> '
New clause 13.7	Insert new clause 13.7: ' This <i>Framework Alliance Contract</i> constitutes the entire agreement between the <i>Alliance Members</i> 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 <i>Alliance Members</i> (whether written or oral) in relation to such subject matter.'
(Entire agreement)	
New clause 13.8	Insert new clause 13.8:
(Prevention of	'13.8.1 Each <i>Alliance Member</i> represents and warrants to the <i>Client</i> and any <i>Additional Client</i> that neither it, nor to the best of its knowledge any of its

bribery)

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*;

	<p>(c) all payments made by the <i>Client</i> and/or any <i>Additional Client</i>.</p> <p>The <i>Alliance Member</i> shall on request afford the <i>Client</i>, any <i>Additional Client</i> or the <i>Alliance Manager</i> such access to those records as may be required in connection with the <i>Framework Alliance Contract</i> or in respect of any <i>Project Contract</i>.'</p>
<p>New clause 13.10</p> <p>(Equality and diversity)</p>	<p>Insert new clause 13.10:</p> <p>'An <i>Alliance Member</i> shall perform its obligations under this <i>Framework Alliance Contract</i> (including those in relation to any <i>Project Contract</i>) in accordance with all applicable equality <i>Law</i> (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).'</p>
<p>New clause 13.11</p> <p>(Human rights)</p>	<p>Insert new clause 13.11:</p> <p>'An <i>Alliance Member</i> shall (and shall use its reasonable endeavours to procure that its <i>Staff</i> shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this <i>Framework Alliance Contract</i>.'</p>
<p>New clause 13.12</p> <p>(Health and safety)</p>	<p>Insert new clause 13.12:</p> <p>'An <i>Alliance Member</i> shall perform its obligations under this <i>Framework Alliance Contract</i> (including those in relation to any <i>Project Contract</i>) in accordance with all applicable <i>Law</i> regarding health and safety; and any <i>Health and Safety Policy</i> while undertaking a <i>Project</i>.'</p>
<p>New clause 13.13</p> <p>(Data protection)</p>	<p>Insert new clause 13.13:</p> <p>'13.13.1 An <i>Alliance Member</i> shall (and shall procure that any of its <i>Staff</i> involved in the provision of the <i>Framework Alliance Contract</i> or a <i>Project Contract</i>) comply with their obligations under the <i>Data Protection Legislation</i>, which arise in connection with the <i>Framework Alliance Contract</i> or a <i>Project Contract</i>.</p> <p>13.13.2 Notwithstanding the general obligation in clause 13.13.1, where an <i>Alliance Member</i> is processing <i>Personal Data</i> as a <i>Data Processor</i> on behalf of the <i>Client</i> and/or any <i>Additional Client</i> or for another <i>Alliance Member</i> (each is a <i>Data Controller</i> in respect of that <i>Personal Data</i>) in connection with the <i>Framework Alliance Contract</i> or a <i>Project Contract</i>:</p> <p>(a) the <i>Alliance Member's</i> processing of <i>Client</i> and/or <i>Additional Client Personal Data</i> shall be limited to the duration of the relevant <i>Project Contract</i>, and the <i>Alliance Member's</i> processing of other <i>Alliance Member Personal Data</i> shall be limited to the duration of the <i>Framework Alliance Contract</i>;</p> <p>(b) the nature and purpose of the processing shall be limited to electronic and in person exchange of <i>Personal Data</i> for the purposes of project planning and coordination, health and safety information sharing, and the provision of training;</p> <p>(c) the individuals whose <i>Personal Data</i> will be processed will be the directors, employees, contractors, agents and sub-contractors of the relevant <i>Data Controller</i>; and</p>

	<p>(d) the types of <i>Personal Data</i> processed will include names, job titles, email addresses, and phone numbers.</p> <p>13.3.3 When acting as a <i>Data Processor</i> in accordance with clause 13.13.2 each <i>Alliance Member</i> undertakes to:</p> <p>(a) only process any <i>Personal Data</i> on behalf of the relevant <i>Data Controller</i> in accordance with this <i>Framework Alliance Contract</i> and the <i>Data Controller's</i> written instructions from time to time except where otherwise required by applicable law;</p> <p>(b) observe and comply at all times with applicable <i>Data Protection Legislation</i>, and in particular to observe and comply with Articles 28, 32, 33, 34, 35 and 36 of the GDPR that expressly apply to <i>Data Processors</i>, and to otherwise provide the relevant <i>Data Controller</i> with such assistance in complying with the same as the <i>Data Controller</i> may reasonably expect of a diligent service provider;</p> <p>(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 <i>Personal Data</i>, and notify the <i>Data Controller</i> without delay (and in any event within 36 hours) after becoming aware of a <i>Personal Data</i> breach; and</p> <p>(d) at the choice of the <i>Data Controller</i>, delete or return all the <i>Personal Data</i> to the <i>Data Controller</i> after the end of the <i>Project Contract</i> or <i>Framework Alliance Contract</i>, and delete all copies held unless otherwise required by law.'</p>
<p>New clause 13.14</p> <p>(Freedom of information)</p>	<p>Insert new clause 13.14</p> <p>'13.14.1 An <i>Alliance Member</i> acknowledges that the <i>Client</i> is subject to the requirements of the <i>FOIA</i> and the <i>EIRs</i>. The <i>Alliance Member</i> shall:</p> <p>(a) provide all necessary assistance and cooperation as reasonably requested by the <i>Client</i> to enable the <i>Client</i> to comply with its obligations under the <i>FOIA</i> and <i>EIRs</i>;</p> <p>(b) transfer to the <i>Client</i> all <i>Requests for Information</i> relating to this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> that it receives as soon as practicable and in any event within 2 <i>Working Days</i> of receipt;</p> <p>(c) provide the <i>Client</i> with a copy of all <i>Information</i> belonging to the <i>Client</i> requested in the <i>Request for Information</i> which is in its possession or control in the form that the <i>Client</i> requires within 5 <i>Working Days</i> (or such other period as the <i>Client</i> may reasonably specify) of the <i>Client's</i> request for such <i>Information</i>; and</p> <p>(d) not respond directly to a <i>Request for Information</i> unless authorised in writing to do so by the <i>Client</i>.</p> <p>13.14.2 An <i>Alliance Member</i> acknowledges that the <i>Client</i> may be required under the <i>FOIA</i> and <i>EIRs</i> to disclose <i>Information</i> (including <i>Commercially Sensitive Information</i>) without consulting or obtaining consent from the <i>Alliance Member</i>. The <i>Client</i> shall take reasonable steps to notify the <i>Alliance Member</i> of a <i>Request For Information</i> (in accordance with the</p>

	<p>Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the <i>FOIA</i>) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this <i>Framework Alliance Contract</i> or a <i>Project Contract</i>) the <i>Client</i> shall be responsible for determining in its absolute discretion whether any <i>Commercially Sensitive Information</i> and/or any other information is exempt from disclosure in accordance with the <i>FOIA</i> and/or the <i>EIRs</i>.'</p>
<p>New clause 13.15</p> <p>(Notifiable events)</p>	<p>Insert new clause 13.15:</p> <p>'13.15.1 An <i>Alliance Member</i> under this <i>Framework Alliance Contract</i> or any <i>Project Contract</i> shall without delay notify the <i>Client</i> and/or any <i>Additional Client</i> of a <i>Notifiable Event</i>. If any <i>Notifiable Event</i> should occur, the <i>Alliance Member</i> shall as soon as reasonably practicable thereafter and in any event within 10 <i>Working Days</i>, notify the <i>Client</i> and/or any <i>Additional Client</i> of such <i>Notifiable Event</i> and shall promptly on demand provide all reasonable information that the <i>Client</i> and/or any <i>Additional Client</i> may require relating to that <i>Notifiable Event</i>.</p> <p>13.15.2 Following the notification of a <i>Notifiable Event</i> under clause 13.15.1 by an <i>Alliance Member</i>, the <i>Client</i> and/or any <i>Additional Client</i> may require the relevant <i>Alliance Member</i> to provide suitable security documentation such as a parent company guarantee or a performance bond in respect of a <i>Project Contract</i>, in a form acceptable to the <i>Client</i> and/or any <i>Additional Client</i> (acting reasonably) following such a <i>Notifiable Event</i>.</p> <p>13.15.3 The <i>Client</i> and/or any <i>Additional Client</i> is entitled to terminate the appointment of the relevant <i>Alliance Member</i> under this <i>Framework Alliance Contract</i> and any <i>Project Contract</i>, following a <i>Notifiable Event</i> pursuant to clause 14.1B.5, unless the <i>Client</i> and/or any <i>Additional Client</i> has notified the relevant <i>Alliance Member</i> in writing that it is satisfied to proceed on the basis of the reorganising or restructuring pursuant to the <i>Notifiable Event</i>, and/or on the condition that the <i>Alliance Member</i> shall provide the security documentation as set out at clause 13.15.2.</p> <p>13.15.4 Any change in the legal status of any of the <i>Clients</i> and/or any <i>Additional Clients</i> under this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> shall not affect the validity of this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> and this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> shall be binding on any successor body to that <i>Client</i> or <i>Additional Client</i>.'</p>
<p>New clause 13.16</p> <p>(Publicity and branding)</p>	<p>Insert new clause 13.16:</p> <p>'13.16.1 An <i>Alliance Member</i> shall not (and shall procure that no sub-consultant/sub-contractor of the <i>Alliance Member</i> shall) make without the <i>Client's</i> and/or any <i>Additional Client's</i> prior written consent, (such consent shall be at the <i>Client's</i> and/or any <i>Additional Client's</i> absolute discretion) any advertisement, public statement or press announcement In relation to this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> or</p>

	<p>the provision of any works/services.</p> <p>13.16.2 The <i>Client</i> and any <i>Additional Client</i> reserve the right to make public statements and press announcements in relation to this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> for any purpose.'</p>
<p>New clause 13.17</p> <p>(Change in law)</p>	<p>Insert new clause 13.17:</p> <p>'Each <i>Alliance Member</i> warrants to the <i>Client</i> and any <i>Additional Client</i> that each <i>Alliance Member</i> shall bear the cost of ensuring that during the <i>Framework Programme</i> the works/services comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments to the same.'</p>
<p>New clause 13.18</p> <p>(General provisions)</p>	<p>Insert new clause 13.18:</p> <p>'13.18.1 If any provision of this <i>Framework Alliance Contract</i> 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 <i>Framework Alliance Contract</i>.</p> <p>13.18.2 References to laws, statutes, byelaws, regulations, orders and delegated legislation in this <i>Framework Alliance Contract</i> shall include any law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating or made pursuant to the same.</p> <p>13.18.3 By entering into this <i>Framework Alliance Contract</i>, the <i>Alliance Members</i> warrant, represent and undertake to each other that:</p> <ul style="list-style-type: none"> (a) each has full capacity and authority to enter into and to perform this <i>Framework Alliance Contract</i>; (b) this <i>Framework Alliance Contract</i> is executed by a duly authorised representative of that <i>Alliance Member</i>; (c) there are no actions, suits or proceedings or regulatory investigations pending or, to that <i>Alliance Member's</i> knowledge, threatened against or affecting that <i>Alliance Member</i> before any court or administrative body or arbitration tribunal that might affect the ability of that <i>Alliance Member</i> to meet and carry out its obligations under this <i>Framework Alliance Contract</i>; and (d) once duly executed, this <i>Framework Alliance Contract</i> will constitute legal, valid and binding obligations.'
<p>New clause 13.19</p> <p>(Variations)</p>	<p>Insert new clause 13.19:</p> <p>'The <i>Alliance Members</i> agree that any change to this <i>Framework Alliance Contract</i> shall be in accordance with the <i>Change Control Procedure</i> set out in Schedule 7. For these purposes a 'change' shall include any proposed amendments to this <i>Framework Alliance Contract</i> and any proposed assignment or sub-contracting of this <i>Framework Alliance Contract</i> whether in whole or in part other than as permitted by clause 13.2. For each change that is agreed by the <i>Alliance Members</i>, this <i>Framework Alliance Contract</i> shall be amended to the extent necessary to give effect to that change, and for this purpose a <i>Change Control Notice</i> ('CCN') issued</p>

	in compliance with the Schedule 7 procedure and signed by all the <i>Alliance Members</i> shall give effect to any amendment. No variation of or amendment to the provisions of this <i>Framework Alliance Contract</i> shall be effective unless and until it is made in accordance with the <i>Change Control Procedure</i> and this clause 13.19.'
New Clause 13.20 (Modern Slavery)	<p>Insert new clause 13.20:</p> <p>'13.20.1 Each <i>Alliance Member</i> undertakes, represents and warrants to the <i>Client</i> and any <i>Additional Client</i> that neither it, nor to the very best of its knowledge any of its personnel, have at any time prior to the <i>Effective Date</i>:</p> <ul style="list-style-type: none"> (a) committed an <i>MSA Offence</i>; or (b) been notified that it is subject to an investigation relating to an alleged <i>MSA Offence</i> or prosecution under the <i>Modern Slavery Act</i>; or (c) become aware of any circumstances within its <i>Supply Chain</i> that could give rise to an investigation relating to an alleged <i>MSA Offence</i> or prosecution under the <i>Modern Slavery Act</i>; <p>13.20.2 An <i>Alliance Member</i> shall comply with the Modern Slavery Act and the Modern Slavery Statement; and shall not during the term of this <i>Framework Alliance Contract</i> commit an <i>MSA Offence</i>; and/or do anything which would cause the <i>Client</i> and/or any <i>Additional Client</i> to contravene the <i>Modern Slavery Act</i>.</p> <p>13.20.3 During the term of the <i>Framework Alliance Contract</i>, an <i>Alliance Member</i> 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 <i>Modern Slavery Act</i> and prevent the occurrence of an <i>MSA Offence</i>; and shall during the term of the <i>Framework Alliance Contract</i> and for the period of six years thereafter maintain such records relating to the <i>Project</i> provided to the <i>Client</i> or any <i>Additional Client</i> under the <i>Framework Alliance Contract</i> as may be necessary to trace the supply chain relating to such <i>Project</i> and to enable the <i>Client</i> and any <i>Additional Client</i> to determine the <i>Alliance Member's</i> compliance with the <i>Modern Slavery Statement</i>.</p> <p>13.20.4 An <i>Alliance Member</i> shall immediately notify the <i>Client</i> and any <i>Additional Client</i> 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 <i>Alliance Member's</i> obligations under clause 13.20.</p> <p>13.20.5 If an <i>Alliance Member</i> makes a notification to the <i>Client</i> and/or any <i>Additional Client</i> pursuant to clause 13.20.4, the <i>Alliance Member</i> shall respond promptly to the <i>Client's</i> and/or any <i>Additional Client's</i> enquiries, co-operate with any investigation, and allow the <i>Client</i> and/or any <i>Additional Client</i> to audit any books, records and/or any other relevant documentation in accordance with clause 13.9.</p>

	13.20.6 If an <i>Alliance Member</i> is in <i>Default</i> under clauses 13.20, the <i>Client</i> and/or any <i>Additional Client</i> may by notice require the <i>Alliance Member</i> to remove from performance of this <i>Framework Alliance Contract</i> any of its personnel whose acts or omissions have caused the <i>Default</i> ; or immediately terminate the appointment of that <i>Alliance Member</i> or terminate the <i>Framework Alliance Contract</i> in accordance with clause 14.1B.5.'
New Clause 13.21	<p>Insert new Clause 13.21:</p> <p>'Any <i>Alliance Member</i> shall ensure that, in relation to its personnel (including its supply chain, sub-consultants and sub-contractors) required for the implementation of a <i>Project</i>, to the extent permitted by law, the <i>Alliance Member</i> has completed relevant DBS (Disclosure & Barring Service) checks as required by the <i>Client</i> or any <i>Additional Client</i>, in respect of all such <i>Alliance Member</i> personnel.'</p>
New Clause 13.22	<p>Insert new Clause 13.22:</p> <p>'If an <i>Alliance Member</i> is failing to perform in accordance with the <i>Success Measures</i> and <i>Targets</i> and such failure amounts to a <i>Persistent Breach</i>, then the <i>Alliance Member</i> shall not be entitled to participate in any <i>Direct Award Procedure</i> or <i>Competitive Award Procedure</i> in relation to any other <i>Project</i> for the next three tender opportunities from receipt of a notification from the <i>Client</i> or any <i>Additional Client</i> to that effect. A copy of any such notification shall be sent to the <i>Client</i> and any <i>Additional Clients</i>.'</p>
New Clause 13.23	<p>Insert new Clause 13.23:</p> <p>'If the <i>Project Proposals</i> and proposed <i>Agreed Prices</i> submitted by an <i>Alliance Member</i> for a <i>Project</i> pursuant to clause 5.2 amount to <i>Persistent Over-Bidding</i> by that <i>Alliance Member</i>, then the <i>Alliance Member</i> shall not be entitled to participate in any <i>Competitive Award Procedure</i> in relation to any other <i>Project</i> for the next three tender opportunities from receipt of a notification from the <i>Client</i> or any <i>Additional Client</i> to that effect. A copy of any such notification shall be sent to the <i>Client</i> and any <i>Additional Clients</i>.'</p>
New Clause 13.24	<p>Insert new clause 13.24:</p> <p>'If an <i>Alliance Member</i> fails to comply with clause 12.4 and/or clause 12.5, then the <i>Alliance Member</i> shall not be entitled to participate in any <i>Direct Award Procedure</i> or <i>Competitive Award Procedure</i> in relation to any other <i>Project</i> from receipt of a notification from the <i>Client</i> or any <i>Additional Client</i> to that effect until such time as the <i>Alliance Member</i> has remedied any such breach of clause 12.4 and/or 12.5. A copy of any such notification shall be sent to the <i>Client</i> and any <i>Additional Clients</i> '</p>
New Clause 14.1A	<p>Insert new clause 14.1A: 'The <i>Client</i> may at any time terminate this <i>Framework Alliance Contract</i> by giving the other <i>Alliance Members</i> at least 90 days prior written notice of termination.'</p>
New clause 14.1B	<p>Insert new clause 14.1B:</p> <p>'The <i>Client</i> and/or any <i>Additional Client</i> may terminate this <i>Framework Alliance Contract</i> or the appointment of a relevant <i>Alliance Member</i> at any time in the event</p>

	<p>of:</p> <p>14.1B.1 the occurrence of a <i>Force Majeure</i> event if the performance of the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> is prevented for a continuous period of 6 months;</p> <p>14.1B.2 <i>Persistent Breach</i> by any <i>Alliance Member</i>;</p> <p>14.1B.3 a <i>Notifiable Event</i> occurs pursuant to clause 13.15;</p> <p>14.1B.4 the <i>Client's</i> and/or the <i>Additional Client's</i> preferred <i>Alliance Member</i> or <i>Supply Chain</i> is substituted by an <i>Alliance Member</i> or <i>Supply Chain</i> without the <i>Client's</i> and/or the <i>Additional Client's</i> prior written consent pursuant to a <i>Supply Chain Collaboration</i> and/or a <i>Project Contract</i>;</p> <p>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</p> <p>14.1B.6 <i>Legal Challenge</i></p> <p>in which case the <i>Client</i> and/or any <i>Additional Client</i> may terminate the <i>Framework Alliance Contract</i> or the appointment of the relevant <i>Alliance Member</i> on 5 <i>Working Days'</i> notice in writing.'</p>
New clause 14.8	<p>Insert new clause 14.8:</p> <p>'The <i>Client</i> and/or any <i>Additional Client</i> shall not make any payment (if applicable) under this <i>Framework Alliance Contract</i> to any other <i>Alliance Member</i> in respect of the expiry of the term of this <i>Framework Alliance Contract</i> or, if the <i>Framework Alliance Contract</i> 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 <i>Alliance Member</i> in respect of the <i>Alliance Manager Services</i>.'</p>
New clause 15A	<p>Insert new clause 15A</p> <p>'15A.1 The <i>Alliance Members</i> shall not exclude or limit, nor shall they be entitled to exclude or limit, liability to the other <i>Alliance Member</i> 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.</p> <p>15A.2 Subject to clause 15A.1, under no circumstances shall the <i>Alliance Members</i> 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 15A.2 shall not be interpreted as limiting the right of the <i>Client</i> to claim from any other <i>Alliance Member</i> for:</p> <p>(a) additional, operational and administrative costs and expenses (including legal and other professional fees) arising from the <i>Alliance Member's Default</i>, including costs and expenses relating to the time spent by any <i>Client's</i> management and employees in dealing with the consequences of the <i>Default</i>; and</p> <p>(b) damage due to loss of data, but only to the extent that such loss</p>

	<p>relates to the costs of working round any loss of data and the direct cost of recovering or reconstructing such data arising from the <i>Alliance Member's Default</i>; and</p> <p>(c) any wasted expenditure or charges rendered unnecessary and/or incurred by any of the <i>Clients</i> arising from the <i>Alliance Member's Default</i>, including all expenditure incurred by the <i>Clients</i> whether in payments to the <i>Alliance Member</i> or to any other person, in connection with the acceptance of any works/services; and</p> <p>(d) reasonable costs and expenses incurred by any of the <i>Clients</i> in rectifying a <i>Default</i> of the <i>Alliance Member</i> and, where considered in the absolute discretion of the <i>Client</i> to be reasonable or necessary, in re running any process in respect of which the works/services had been procured.</p> <p>15A.3 Subject to clause 10.1 and clause 15A.1, the <i>Client</i> shall have no liability to the other <i>Alliance Members</i> in respect of any breach by the <i>Client</i> of the terms of the <i>Framework Alliance Contract</i> and/or any <i>Project Contract</i> and/or any <i>Order</i>.'</p>
	Definitions
	Insert / amend definitions as follows:
	<i>Bribery Act</i> : 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;
	<i>Change Control Procedure</i> : is as set out at Schedule 7 of this <i>Framework Alliance Contract</i> ;
	<i>Change Control Notice (CCN)</i> : is as set out at Schedule 7 of this <i>Framework Alliance Contract</i> ;
	<i>Commercially Sensitive Information</i> : the information listed in the <i>Framework Documents</i> comprising the information of a commercially sensitive nature relating to an <i>Alliance Member</i> , its intellectual property rights or its business or which the <i>Alliance Member</i> and has indicated to the <i>Client</i> that, if disclosed by the <i>Client</i> , would cause the <i>Alliance Member</i> significant commercial disadvantage or material financial loss, such information shall include the <i>Framework Prices</i> and the <i>Framework Proposals</i> ;
	<i>Competitive Award Procedure</i> : the competitive procedure leading to the award of a <i>Project Contract</i> as set out in Part 2 of Schedule 4 to the <i>Framework Alliance Agreement</i> which is the default method of awarding a <i>Project Contract</i> under the <i>Framework Alliance Agreement</i> ;
	<i>Confidential Information</i> : any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of any <i>Alliance Member</i> 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 <i>Framework Alliance Agreement</i> to fulfil the role of <i>Contractor</i> as described in the <i>Framework Documents</i> or is any entity undertaking works in respect of a <i>Project</i> or this <i>Framework Alliance Contract</i> ;
	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 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and from the date of its becoming applicable, the GDPR together with any national legislation intended to enact, implement or supplement the GDPR (or any part thereof), 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 <i>Alliance Member</i> (apart from the <i>Client</i>) including abandonment of this <i>Framework Alliance Contract</i> in breach of its terms, repudiatory breach or breach of a fundamental term or any other default, act, omission, negligence or statement of the <i>Alliance Member</i> , or any of its sub-contractors or any suppliers, in connection with or in relation to the subject matter of this <i>Framework Alliance Contract</i> and in respect of which such party is liable to the <i>Client</i> ;
	Direct Award Procedure: the procedure leading to the award of a <i>Project Contract</i> without further competition among <i>Alliance Members</i> as set out in Part 1 of Schedule 4 to the <i>Framework Alliance Agreement</i> which may only be utilised in the exceptional circumstances set out in Schedule 4 to the <i>Framework Alliance Agreement</i> ;
	Effective Date: the date on which this <i>Framework Alliance Contract</i> 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 <i>Client</i> in respect of the provision of cost consultant and employer's agent services in connection with each <i>Project</i> ;
	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 <i>Alliance Member</i> of its obligations under or pursuant to this <i>Framework Alliance Contract</i> which was not reasonably foreseeable at the date of this <i>Framework Alliance Contract</i> and is beyond such <i>Alliance Member's</i> reasonable control and which, having arisen, could not reasonably have been provided against before the <i>Effective Date</i> 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 <i>Alliance Member</i> , 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 <i>Framework Alliance Contract</i> , or the whole or any part of a <i>Project</i> or the completed <i>Project</i> ; or the site of the <i>Project</i> or to the <i>Client</i> in relation to this <i>Framework Alliance Contract</i> , whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
	GDPR: General Data Protection Regulation (Regulation (EU) 2016/679);
	Health and Safety Policy: the health and safety policy of the <i>Client</i> provided to the <i>Alliance Member</i> on or before the <i>Effective Date</i> and as subsequently provided to the <i>Alliance Member</i> from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable <i>Law</i> 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, enforceable right within the meaning of section 2 of the European Communities Act 1972, 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 <i>Alliance Member</i> is bound to comply;
	Legal Challenge: any legal claim against the <i>Client</i> in respect of or in relation to this <i>Framework Alliance Contract</i> or where any <i>Alliance Member</i> (apart from the <i>Client</i>) are recommended or required to be terminated under this <i>Framework Alliance Contract</i> 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 <i>Client's</i> Group anti-slavery and human trafficking policy entitled ' <i>Modern Slavery Transparency Statement</i> ' as updated by

	the Client and notified to the <i>Alliance Members</i> 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 <i>Template Project Documents</i> .
	<p>Notifiable Event: means</p> <p>(a) any change of control of:</p> <p>(i) an <i>Alliance Member</i> (apart from the <i>Client</i>);</p> <p>(ii) the Holding Company of an <i>Alliance Member</i> (apart from the <i>Client</i>); (together, the 'Relevant Entities'); and</p> <p>(b) any new company name or trading name adopted or to be adopted by any of the <i>Relevant Entities</i>;</p>
	Persistent Breach: means when the relevant <i>Alliance Member</i> (apart from the <i>Client</i>) is in breach of any term of this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> continuously for 10 <i>Working Days</i> or more; or a breach of this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> has occurred twice within a continuous 3 month period; or 3 <i>Project Contracts</i> 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] <i>Working Days</i> or more or has occurred twice within a continuous [3] month period; or failure to secure a <i>Project Contract</i> during any 12 month period;
	Persistent Over-Bidding: means when the relevant <i>Alliance Member</i> (apart from the <i>Client</i> or any <i>Additional Client</i>) proposes prices which are consistently higher than those proposed by any other <i>Alliance Member</i> (apart from the <i>Client</i> or any <i>Additional Client</i>) in respect of any <i>Project</i> 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;
	<p>Prohibited Act: the following constitute <i>Prohibited Acts</i>:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the <i>Client</i> 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;</p> <p>(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 <i>Framework Alliance Contract</i> or a <i>Project Contract</i>;</p> <p>(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;</p>

	Relevant Certification: the following certification: [REDACTED]
	Restricted Document: the <i>Framework Prices</i> , <i>Framework Proposals</i> , any draft or completed <i>Template Project Documents</i> and any information related to such documents and any other information which the <i>Client</i> designates as such;
	Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, <i>FOIA</i> or the <i>Environmental Information Regulations</i> ;
	Risk Register: the risk register to be completed in the form set out in Schedule 3 to the <i>Framework Alliance Contract</i> and subsequently updated in accordance with clause 9.4, describing recognised risks and agreed <i>Risk Management</i> actions in relation to the <i>Framework Programme</i> and agreed <i>Alliance Activities</i> ;
	Specialist Testing Consultant: the consultant appointed by the <i>Client</i> in respect of the provision of specialist testing services in connection with each <i>Project</i> ;
	Staff: means all persons employed by an <i>Alliance Member</i> to perform its obligations under the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> together with their servants, agents, suppliers and sub-contractors used in the performance of its obligations under the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> ;
	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 <i>Stakeholder</i> set out in the <i>Template Project Documents</i> .

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, Schedule 8

Framework Brief

Contract Ref:	T10351
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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 “AGP Framework 2020” (“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 D – 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 (Supplier) – The AGP Supplier, being responsible for the design, manufacture and installation of AGP pitches;

Alliance Member (FMC Consultant) – The Framework Managing Consultant (FMC) being the Consultant responsible for acting in the role of “Employer’s Agent” through RIBA stages 3-7 in the management of the delivery of AGP pitches;

Alliance Member (STC Consultant) – The Specialist Testing Consultant (STC) being the Consultant responsible for undertaking specialist testing and key stage inspections (KSIs).

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 “AGP Supplier”, the “Framework Managing Consultant” (FMC) and the Specialist Testing Consultant (STC):-

- AGP Supplier Scope of Works/Services (see [2. AGP Supplier Scope of Works/Services](#))

- FMC Scope of Service (see [3. FMC Scope of Services](#))
- STC Scope of Service (see [4. STC Scope of Services](#))

- 1.2.3. The AGP Supplier will be awarded work under the **Competitive Award Procedure** on the basis that this is a “Multiple Provider” framework. Works will be “called-off” in accordance with **Part 2: Competitive Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.
- 1.2.4. Under certain circumstances, the AGP Supplier will be awarded work under the **Direct Award Procedure**. Works will be “called-off” in accordance with **Part 1: Direct Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.
- 1.2.5. The FMC will be awarded work under the **Direct Award Procedure**, on the basis it is a “Single Provider” framework in accordance with **Part 1: Direct Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.
- 1.2.6. The STC will be awarded work under the **Direct Award Procedure**, on the basis it is a “Single Provider” framework in accordance with **Part 1: Direct Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.
- 1.2.7. The following sections describe the scope of works and services for the AGP Suppliers, the FMC and the STC.

1.3. Background to the AGP Framework 2020

- 1.3.1. This Framework is intended to meet the Authority’s overall vision for greater participation in sport.
- 1.3.2. The majority of AGP’s in the UK are constructed by or with the support of either the Football Foundation (FF), Football Association (FA), Rugby Football Union (RFU), England Hockey (EH), and / or Sport England (SE). With the high level of demand for such facilities, the FF / FA/ RFU/ EH and SE have collaborated to develop and procure three separate frameworks; one for a nominated Framework Managing Consultant (FMC), one for a Specialist Testing Consultant (STC) and one for Suppliers of Artificial Grass Pitches.
- 1.3.3. An independent review of the existing arrangements has been undertaken to determine the most appropriate strategy to procure the next iteration of the Framework. The AGP Framework 2020 will be the third iteration of the Framework.
- 1.3.4. Key assessment criteria of the Framework are to primarily: maintain the **quality** of the pitches, promote **innovation** and obtain **best value**.

- 1.3.5. **Early Supplier Involvement** will see the competitive award procedure occur far earlier in the process than previous iterations. This will bring suppliers into the process early to **influence design** development and to **introduce innovative solutions**.
- 1.3.6. **The Framework** will provide the ability for suppliers to be more proactive with initiatives which will benefit the Framework
- 1.3.7. The total funding requirement to deliver the overall programme is in the region of £252m with approximately £242m allocated to the AGP Supplier Framework and the remainder to the FMC/STC Frameworks. Funding is anticipated to be mainly from FF although other funding streams may be available from local non-traditional funding and third-party partners.
- 1.3.8. 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 the JCT Design & Build Contract (DB2016).
- 1.4.2. This method of procurement shall be used regardless of the method of award procedure, i.e. this shall be used for both "Direct Award" and the "Competitive Award Procedure".
- 1.4.3. For the "Direct Award" procedure, for the FMC and STC the "Framework Rates" will be used in calculating the project fee.
- 1.4.4. For the "Competitive Award Procedure" the AGP Suppliers, will compete on the basis of the following:-
1. Percentage rates for Central Office Overheads and Profit
 2. Fixed Sum for Site Overheads (Preliminary Costs)
 3. Fixed Sum for Design Fees
 4. Fixed Sum for Pre-Construction Activities
 5. Maximum Target Cost for the build cost
- 1.4.5. Under the above method, the AGP Supplier will compete on the basis of providing full costs against a "Contract Sum Analysis", consistent with the JCT Design & Build Contract 2016.
- 1.4.6. The lowest price tender received will obtain the maximum weighted percentage score.
- 1.4.7. The "Competitive Award Procedure" will be conducted adopting MEAT (Most Economically Advantageous Tender) criteria, i.e. The evaluation will be based on cost and quality aspects.

The Authority reserves the right to vary the balance between quality and cost, dependent upon each project. For the majority of projects, particularly those below £1m in value, the qualitative aspects will be assessed on a “Pass/Fail” basis by achieving a minimum “Pass” score. All those who achieve a “Pass” will then be assessed on price, where the lowest price will result in a successful tender. For more complex projects, or if a Contracting Authority wishes to include a weighted element to the qualitative aspects, then this is permitted.

- 1.4.8. In the case of a “Competitive Award Procedure”, the procurement of the AGP Supplier will be undertaken at the end of **RIBA Plan of Work Stage 2: Concept Design**.
- 1.4.9. For both the “Direct Award” and “Competitive Award Procedure”, the AGP Supplier will enter into a Pre-Construction Services Agreement (PCSA) at the end of **RIBA Plan of Work Stage 2: Concept Design**.
- 1.4.10. The AGP Supplier will assume design responsibility from **RIBA Plan of Work Stage 3: Developed Design** to **RIBA Plan of Work Stage 4: Technical Design** working in accordance with the requirements of the PCSA agreement, see **Schedule 5 – Template Documents, Part 1: Call-Off Contracts**. The AGP Supplier will develop the designs through RIBA Plan of Work Stages, 3-4 and present their final “Contractor’s Proposals” to the Authority.
- 1.4.11. When the Contract Sum is agreed at the end of **RIBA Plan of Work Stage 4: Technical Design**, the AGP Supplier will enter into a Building Contract with the Authority under the JCT Design & Build Contract 2016, see **Schedule 5 – Template Documents, Part 1: Call-Off Contracts**.
- 1.4.12. Further details relating to the “Call-Off Contracts” for both the FMC and the AGP Supplier can be found at:-
- AGP Supplier Call-Off Contract at [2.3 Call-Off Contract](#);
 - FMC Call-Off Contract at [3.3 Form of Call-Off Contract](#).
- 1.4.13. 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. AGP Supplier Scope of Works/Services

2.1. Project Scope of Services

- 2.1.1. The AGP Supplier will be required to undertake “Project” and “Framework” duties. “Project” duties are further described at **Appendix A – AGP Supplier Scope of Works/Services**. “Framework” duties are further described at [4. Alliance Activities](#).
- 2.1.2. The AGP Supplier 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 AGP Supplier, specific for each project.
- 2.1.4. The full scope of services required by the Authority for the role of AGP Supplier is set out at **Appendix A.1 – AGP Supplier Scope of Works/Services** and **A.2 – Design Services**.
- 2.1.5. The AGP Supplier shall undertake design services from RIBA Plan of Work Stage 3: Developed Design to Stage 7: In Use based on the scope of design services set out at **A.2 Design Services**.
- 2.1.6. The AGP Supplier 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 AGP 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 AGP Supplier 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 AGP Supplier shall respond to the tender opportunity.
- 2.2.3. The Alliance Team Members (The Client, AGP Suppliers, the FMC and the STC) 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 AGP Supplier 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 AGP Supplier will enter into a **Pre-Construction Services Agreement (PCSA)** at the end of RIBA Stage 2: Concept Design, following either a “Direct Award” or “Competitive 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 AGP Supplier will enter into a **JCT Design & Build Contract (DB2016)** 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 B – 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 AGP pitches 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 B.1 – FMC Scope of Works/Services** and **B.2 – Employer’s Agent Services**.
- 3.1.4. The FMC *may* also undertake “design services” up to **RIBA Plan of Work Stage 2: Concept Design**, in accordance with the duties set out at **A.2 – Design Services**. This is “optional” and the default position is for the Client to undertake Concept Design. The AGP Supplier will be responsible for “design” from **RIBA Plan of Work Stage 3: Detailed Design** onwards.
- 3.1.5. The FMC is required to undertake the role of Employer’s Agent, including also the role of Cost Consultant, Principal Designer and CDM Adviser for RIBA Plan of Work Stages 3-7.
- 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 AGP 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, supply and installation of AGP pitches.
- 3.1.9. A summary of the role of the FMC is set out in the matrix below with due reference to the appendices relating to the scope of services:-

RIBA Stage	Design Services	Employer’s Agent
0: Strategic Definition	A.2 Design Services (Optional)	
1: Preparation & Brief	A.2 Design Services (Optional)	
2: Concept Design	A.2 Design Services (Optional)	
3: Developed Design		B.2 Employer’s Agent

RIBA Stage	Design Services	Employer's Agent
4: Technical Design		B.2 Employer's Agent
5: Construction		B.2 Employer's Agent
6: Handover & Close-Out		B.2 Employer's Agent
7: In-Use		B.2 Employer's Agent

3.2. Specification of Works

- 3.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGP Supplier 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 “call-off” competition under the Framework. Each award procedure will involve the issue of “Employer's Requirements” specific to each project and will form the basis for how the AGP Supplier shall respond to the tender opportunity.
- 3.2.3. The Alliance Team Members (The Client, AGP Supplier 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 AGP Supplier will be provided with documentation based on this template documentation when a call-off competition 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 Part 1 – 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. STC Scope of Services

4.1. Project Scope of Services

- 4.1.1. The STC 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](#).
- 4.1.2. The detailed “Project Duties” are further described at **Appendix C – STC Scope of Services**. The STC 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 AGP pitches to be delivered through the Framework.
- 4.1.3. The full scope of services required by the Authority for the role of the FMC is set out at **Appendix C – STC Scope of Services**.
- 4.1.4. The STC shall primarily undertake post construction services from RIBA Plan of Work Stage 5: Construction in relation to the testing of pitches.
- 4.1.5. The STC 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 AGP Programme for projects to be delivered through the Framework.
- 4.1.6. 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 STC.

4.2. Specification of Works

- 4.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGP Supplier under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Alliance Contract.
- 4.2.2. The specifications provide a “template” for use under each “call-off” competition under the Framework. Each award procedure will involve the issue of “Employer’s Requirements” specific to each project and will form the basis for how the AGP Supplier shall respond to the tender opportunity.
- 4.2.3. The Alliance Team Members (The Client, AGP Supplier, FMC and STC) 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.

4.2.4. 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.

4.2.5. The AGP Supplier will be provided with documentation based on this template documentation when a call-off competition is undertaken.

4.3. Form of Call-Off Contract

4.3.1. 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”.

4.3.2. The Authority will award work in accordance with **Schedule 4 – Award Procedures** under Part 1 – Direct Award Procedure.

4.3.3. 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.

4.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures**.

5. Alliance Activities

5.1. Introduction

5.1.1. In addition to project specific duties, as defined in each “call-off” project, all Alliance Members (The Client, AGP Suppliers, FMC Consultant and STC Consultant) 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”.

5.1.2. 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**.

5.1.3. In particular, Alliance Members are referred to **Clause 6: Alliance Activities, Supply Chain Collaboration & Timetable** of FAC-1.

5.2. Framework Duties

5.2.1. 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 (AGP Supplier, FMC Consultant and STC Consultant) 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 3G pitch facilities delivered under the Framework;
- Develop common supply chains for components and services in connection with the delivery of the AGP Programme, intended to improve quality and value.

5.2.2. 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.

5.3. Alliance Activities

5.3.1. 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).

The Timetable will be monitored by the Alliance Manager throughout the Framework.

Appendix A.1

AGP Supplier Scope of Works/Services

Appendix A.1

AGP Supplier Scope of Works/Services

For Two Stage Design & Build

Pre Contract Scope of Services (RIBA Stages 3-4)

The AGP Supplier 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: Developed Design to Stage 4: Technical Design;
2. Prepare "Contractor's Proposals" based on the Employer's Requirements from Stage 3: Developed Design to Stage 4: Technical Design. Services to be in accordance with the design services set out at Appendix A.2;
3. 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;
4. Undertake further "Design Development" to ensure the "Contractor's Proposals" are fit for purpose;
5. Satisfy any planning conditions;
6. Finalise any design and obtain costings in relation to any provisional sums;
7. Geotechnical/ground report in connection with site investigation.
8. Provide advice on costings of various elements of the work;
9. Attend and contribute to Design Team meetings;
10. Attend and participate in value engineering workshops;
11. 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 Contractor under the CDM Regulations 2015;
3. Submit statutory notices in respect of building regulations approvals;
4. 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;
5. Attend meetings called by the Employer's Agent in accordance with the Employer's Requirements;
6. Execute the "Works" in accordance with the Employers' Requirements and Contractor's Proposals and in particular:
 - a. Preparation & installation of AGP 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.
- 7. Undertake post completion monitoring of the facility and address any defects during the defects liability period;
- 8. Provide copies of all operation manuals and other such information for the Health and Safety file in accordance with the CDM Regulations 2015;
- 9. Prepare and submit for approval the final account;
- 10. Attend and participate in any post completion reviews.

Appendix A.2

Design Services



Schedule 8: Framework Brief

Appendix A.2

Design Services

AGP Framework 2020

Scope of Services

A.2: Design Services



Service: Architecture

Ref	Scope of Service
1.0	General Services
1.1	<p>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</p> <ol style="list-style-type: none"> 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. <p>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.</p>
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 at 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 Services
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: <ul style="list-style-type: none"> • 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 Services
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 design 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 supply 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
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.
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.).

Ref	Scope of Service
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
	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
1.1	<ol style="list-style-type: none"> 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. <p>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</p>
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 warranties
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.
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.

Ref	Scope of Service
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 design 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.
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.

Ref	Scope of Service
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 arise in relation to any elements of Structural Engineering 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: Building Services Engineer

Ref	Scope of Service
1.0	General Services
	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
1.1	<ol style="list-style-type: none"> 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. <p>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</p>
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 standards 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 initial brief, 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.
2.6	Investigate the various alternatives in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.

Ref	Scope of Service
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 complete 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 assessments 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.
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.

Ref	Scope of Service
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
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 arise in relation to any elements of MEPH Engineering assist the Client with required technical advice and reports highlighting the reason for failure and the required remediation works.
8.0	RIBA Stage 7 - In-Use

Ref.	Scope of Service
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: Specialist Services

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	<p>The appointed Flood Risk Consultant will provide the following services:</p> <ul style="list-style-type: none">- 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	<p>The appointed Building and Land Surveyor will provide the following services:</p> <ul style="list-style-type: none">- 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 building 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 B.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. Develop the client brief, establish the project programme and agree scope of project;
2. Undertake feasibility reports on sites to assess the suitability for installation of an AGP Pitch including organising specialist surveys such as geotechnical surveys as required;
3. Prepare Concept designs of the facility up to **RIBA Stage 2: Concept Design**, for the AGP Pitch based on “blueprint” design templates and submit all necessary statutory approvals including planning and building regulations. The services described here relate to “Design Services” as further described at Appendix A.2. These services are “optional” and the Client may or may not require these services to be provided;
4. Prepare the “Employer’s Requirements” based on the Template Project Documents contained at **Schedule 5: Project Template Documents**;
5. Manage tender activity for the appointment of the AGP Supplier to undertake the works. This will require checking the tender rates from the AGP Supplier against their tendered framework rates in the case of “Direct Award” and conducting a tender exercise in the case of the use of the “Competitive Award” procedure.

N.B. Items 1, 2 & 3 above are “Optional”. It is envisaged that the Client will undertake these activities. However, these services may be required from time to time, as directed by the Client or Additional Client.

Pre Contract Scope of Services (RIBA Stages 3-4)

The FMC will be required to undertake the following:-

1. Work collaboratively with the AGP Supplier’s Design Team in developing the “Contractor’s Proposals” through Stage 3: Developed Design 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 AGP Supplier for value for money;

5. Prepare and execute the Building Contract;
6. Organise pre-contract meeting;
7. Perform the role of Principal Designer under the CDM Regulations 2015 up to end of Stage 4: Technical Design.

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 JCT Design & Build Contract 2016;
2. Perform the role of Principal Designer under the CDM Regulations 2015 up to end of Stage 7: In Use;
3. Review any further designs submitted by the AGP Supplier during the construction stage;
4. Agree the Final Account with the AGP Supplier and certify any outstanding payments;
5. Undertake post completion activities including managing defects, reviewing lessons learned and certifying the end of defects period;
6. Attend and participate in any post completion reviews.

e-tender portal

In addition to the general scope of services, the FMC is required to host an electronic tender portal to facilitate the electronic tendering during the competitive award process. The system must meet the following criteria:-

- Ability to exchange information via a safe and secure environment;
- Ability to send and receive messages during a tender process;
- Security provisions around tender opening procedures and different levels of user controls;

The FMC is deemed to have included for all costs associated with the provision of the e-tender portal within their fees, including but notwithstanding the following:-

- All licenses
- Ongoing charges
- Support from the e-tendering provider
- Provision for complete access by the Client and any Additional Client as required in connection with specific tender activity

Appendix B.2

Employer's Agent Services



Schedule 8: Framework Brief

Appendix B.2

Employer's Agent Services

AGP Framework 2020

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 in accordance with:- 1nr Pre Start (Construction) Meeting, Site Progress Meetings (Monthly), 1nr Handover / Project review Meeting, 1nr End of defects Meeting
1.2	Take minutes of all meetings attended and produce and issue minutes within five working days of meeting.
1.3	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.
1.4	To consult with and pass information to the Principal Designer at all necessary stages.
1.5	<p>The Consultant shall ensure that the design team comply with the following requirements:</p> <ol style="list-style-type: none"> 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. <p>Where such requirements are superceded or updated, the Employers Agent is required to ensure that the design team comply with all such changes.</p>
1.6	Assist with the submission of documentation (Programme, Budget , Tender Report, Scope of Works/Brief only) to funding bodies and any other third parties who have an interest in the project.
1.7	Establish and maintain 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.
1.8	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.
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	<p>Prepare feasibility estimates following completion of feasibility drawings prepared by the Architect.</p> <p>Update estimate following allocation on instruction from the Employer. Inform Employer of any variation to scheme costs throughout the Project.</p>

Ref.	Scope of Service
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 (of a technical nature) to the Employer and the Employer's legal representatives, where relevant, in securing the acquisition of the site and any related agreements.
3.14	Prepare a risk register in accordance with the Employer's procedures and be responsible for updating the register throughout the project.
3.15	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.
3.16	Undertake value management exercises
3.17	Prepare a cashflow forecast for the purpose of project programming
3.18	Confirm the final brief with the Employer which shall include a detailed programme for completion of the Project and an agreed cost limit.
3.19	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
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, including 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.
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	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.
5.4	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.
5.5	Ensure that all drawings, specifications, schedules, pricing schedules 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.
5.6	Provide the Employer with technical advice and support.
5.7	Assess the feasibility of the Employer's standard Employer's Requirements documents.

Ref.	Scope of Service
5.8	Provide an updated cost plan as the project develops and confirm the final cost estimate prior to submission of the planning application.
5.9	Carry out: <ul style="list-style-type: none"> 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 report in writing summarising the above, submitted to the Employer by the agreed date and to be updated as the project progresses.
5.10	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.
5.11	Liaise with the Architect to ensure that Employer's Requirements are achieved.
5.12	Agree materials and construction specifications with the Consultants for incorporation into the Employers Requirements and keep the Employer fully informed.
5.13	Advise the Employer on financial security issues and provide all necessary reasonable assistance with putting appropriate protection in place including, but not limited to: <ul style="list-style-type: none"> a. Bonds; b. Parent company guarantees; c. Insurances; d. Collateral warranties; e. Appropriate level of retention.
5.14	Obtain the Employer's approval to proceed to Stage 4.
6.0	RIBA Stage 4 - Technical Design
6.1	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.
6.2	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.
6.3	Advise the Employer as to the preferred form of contract to be used, prepare all necessary documentation and any other information in this respect.
6.4	Comment on proposed amendments to the form of contract that are appropriate given the circumstances of the scheme.
6.5	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.
6.6	Tender documents are to comprise: <ul style="list-style-type: none"> 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. Project Brief 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.
6.7	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.
6.8	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.
6.9	Ensure any tender clarifications and responses to queries are circulated to tendering contractors and the Employer as appropriate.
6.10	Undertake a detailed arithmetical and technical check of tenders received and ensure that any errors are resolved in accordance with the Employer's procedure.
6.11	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 Services
6.12	<p>Prepare a formal report for the Employer on the tenders received, including, but not limited to the following, unless specifically stipulated by the Employer:</p> <ul style="list-style-type: none"> a. Comment on any lack of tender responses; b. Pricing analysis and value for money statement; 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, a breakdown between works costs and on-costs, including an estimate of any costs that do not qualify for grant funding. 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 Employer's Requirements and the project brief, highlighting any discrepancies between these and the tendered proposals; i. If there is no recommendation, comment on reasons for this and advise on further options.
6.13	Following instructions from the Employer, negotiate with the recommended contractor to eliminate tender qualifications and provide a further report to the Employer, if necessary.
6.14	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
6.15	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.
6.16	In conjunction with the Employer, negotiate with the contractor/developer for the approved scheme.
6.17	Arrange for unsuccessful tenderers to be notified.
6.18	Assist in the preparation of the Pre-Contract Information.
6.19	Issue required notices to and liaise with the Health and Safety Executive as required.
6.20	Ensure that all parties co-operate in respect of health and safety matters and the CDM Regulations.
6.21	Review contract documentation including the Health and Safety Plan to achieve compliance with the CDM Regulations.
6.22	Assist Employer on the competence and resources of the tenderers/contractors to comply with the CDM Regulations.
6.23	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.
6.24	Advise Employer on the appointment of the Principal Contractor.
6.25	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.
6.26	As soon as adequate information is available complete the Employer's Design Brief compliance check, highlighting areas of non-compliance.
6.27	Assist in the preparation of documentation (Programme, Budget / Tender report, Scope of Works/Brief only) for submission to appropriate funding bodies.
6.28	Agree contractor's cash flow, stage payments and pricing schedule.
6.29	Undertake audit of drawings, checking compliance with regulatory standards, Design Brief compliance, Planning Conditions and section agreements.
6.30	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.

Ref.	Scope of Services
6.31	Prepare Contract documentation and arrange for such documents to be executed by the parties.
6.32	Ensure that all necessary insurances requested by the Employer are in place prior to contract.
6.33	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	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.
7.4	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.
7.5	Obtain copies of insurance policies required by the Building Contract and provide copies of them to the Employer.
7.6	Check that the Contractor has entered into any parent company guarantee that may be required by the Employer prior to work commencing.
7.7	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.
7.8	Ensure that the Contractor prepares and submits a written detailed monthly report at each progress meeting
7.9	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.
7.10	Take reasonable steps to anticipate problems and take such actions that will resolve them to the best advantage of the project.
7.11	Ensure that rigorous quality management procedures are in place throughout the construction phase.
7.12	Liaise with the STC to ensure 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.
7.13	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.
7.14	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. Ascertain compliance with planning permissions, including section agreements.
7.15	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.

Ref.	Scope of Service
7.16	<p>Liaise with the STC with regard to 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:-</p> <ul style="list-style-type: none"> • 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
7.17	Advise the Employer of all formal site meetings, snagging inspections, handovers, end of defects inspections and other inspections which may be necessary.
7.18	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.
7.19	Issue all certificates/notices required under the Building Contract.
7.20	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.
7.21	Provide monthly financial 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.
7.22	Ensure the efficient cost management and monitoring of the project.
7.23	Advise at the earliest opportunity the requirement for any change or variation instruction.
7.24	<p>Obtain the Employer's/Funding Bodies prior written agreement to any change or variation or instruction where:</p> <ol style="list-style-type: none"> 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.
7.25	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.
7.26	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.
7.27	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.
7.28	Monitor and manage the contractor's performance against the construction programme.
7.29	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.
7.30	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.

Ref	Scope of Service
7.31	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.
7.32	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.
7.33	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.
7.34	Act on behalf of the Employer in considering any claims received from the Contractor.
7.35	Grant extensions of time, if necessary and if agreed with the Employer, in accordance with the conditions of Building Contract.
7.36	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.
7.37	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.
7.38	Prepare and issue financial statements with every contract payment.
7.39	Issue any Employer's Variation Instructions with the prior consent of the Employer.
7.40	Agree the value of all minor changes as presented by the Contractor resulting from issue of Employer Variation instructions.
7.41	In the event of Partial Possession agree the value of any "relevant part" in accordance with the contract.
7.42	Provide all necessary information to the Employer to enable component accounting to be completed.
7.43	Co-ordinate and monitor any of the following that may be required: <ul style="list-style-type: none"> a. 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. b. Prepare for the Employer prior to Handover the documents specified in the Employer's Requirements e.g. Guarantees, Safety certificates, Health and Safety File, Operating and Maintenance manuals, as built drawings etc. c. 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.
7.44	Provide Key Performance Indicator information in accordance with Schedule 1 of the Framework Agreement
7.45	Monitor and review design issues and liaise with the Principal Contractor in all matters relating to the CDM Regulations.
7.46	Undertake performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent
7.47	Liaise with the STC to ensure 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
7.48	Liaise with the STC to ensure performance testing of the completed pitch in accordance with IRB 22 requirements
7.49	Liaise with the STC to ensure performance testing of the completed pitch in accordance with FIH Handbook of Performance, Durability and Construction Requirements for Synthetic Turf Hockey Pitches
7.50	Liaise with the STC to ensure 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

Ref	Scope of Service
7.51	Liaise with the STC to ensure 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	Carry out a Project Review meeting following the Handover meeting on the day of the handover 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: <ul style="list-style-type: none"> - 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; - 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; - 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). Fees for this item to be charged separately.
8.10	If any defects are not resolved within contract timescales advise 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.
8.11	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.
8.12	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.
8.13	Issue all necessary statements etc. relating to the Final Account that may be required by the Employer or the lending authority.
8.14	Agree the Final Account with the Contractor and issue a final statement/certificate.
8.15	Advising the Employer on the identification of defects when there is any dispute.
8.16	Make arrangements for the Employer and contractor to be present at the end of defects inspection, giving adequate notice for relevant parties to attend.
8.17	Visit each property and prepare a list of defects for 'making good' by the contractor under the contract conditions.

Ref.	Scope of Services
8.18	Monitor the progress of the contractor making good of any defects listed in the end of defects inspection. 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.
8.19	Obtain written confirmation from the planning authority that all obligations relating to section agreements have been fully discharged for the purposes of the contract.
8.20	Issue Certificate of Making Good Defects with the agreement of the Employer.
8.21	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 carried out via email correspondence but any visits to site to inspect the latent defects or attend meetings will be charged as additional costs over and above the Fee Proposal and based on the FMC's hourly / daily rates
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.
	More specifically you will be expected to carry out the following:
1.6	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>e) Participate pro-actively in any collaborative design / project management system that the Authority deem appropriate from time to time.</p> <p>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.</p>
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.
1.8	Any departure from the above requirements must be by the 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.

Ref	Scope of Service
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, including 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	Advise on and assist with the production of the Employer's Requirements as this evolves throughout the project.
5.4	Provide a feasibility estimate based upon benchmark cost for projects of a similar nature. Agree with the Authority what should and should not be included in the estimate. 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
5.5	Assist as required with the submission of documentation to third parties who have an interest in the project
5.6	Advise on the scope of future services
5.7	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.
5.8	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.
5.9	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.
5.10	Agree updated brief with the Authority to include latest versions of the Authority and statutory requirements.
5.11	Assess the feasibility of the Authority's requirements; review with the Authority alternative design, tender and construction approaches and their cost implications.

Ref.	Scope of Service
5.12	Provide an updated Cost Plan based upon an NRM elemental breakdown (including completion of an updated Standard Summary Sheet; inflation assumptions and provision of benchmark comparators). Agree the Cost Plan with the Authority. Explain the Cost Plan to the Design Team and the Authority and advise on potential savings resulting from alternative forms of construction throughout the design development process and 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.
5.13	Carry out interim updates/cost trackers to ensure the Authority aware of cost movements as design progresses.
5.14	Produce a report in writing summarising the above, submitted to the Authority by the agreed date and to be updated as the project progresses.
5.15	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.
5.16	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, title issues, third party consents etc.
5.17	Scrutinise planning documents to ensure conformity with Cost Plan.
5.18	Advise the Authority on financial security issues and provide all necessary reasonable assistance with putting appropriate protection in place including, but not limited to: <ul style="list-style-type: none"> 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	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; inflation assumptions and provision of benchmark comparators). Agree the Cost Plan with the Authority. Explain the Cost Plan to the Design Team and us and advise on potential savings.
6.2	Carry out ongoing VE analysis and interim updates/cost trackers to ensure the Authority aware of cost movements as design progresses.
6.3	Liaise with, and provide sufficient information to enable the EA to compile the Tender Documentation to comprise: <ul style="list-style-type: none"> 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) Project Brief f) form of tender g) instructions for tendering h) schedules and other necessary documents and materials.
6.4	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.
6.5	Provide timely responses to the EA regarding queries from tendering contractors as appropriate.

Ref	Scope of Service
6.6	<p>Prepare a formal report for the Authority on the tenders received, including, but not limited to the following, unless specifically stipulated by the Authority:</p> <ul style="list-style-type: none"> a) confirmation that the tender results demonstrate genuine competition between those tendering; b) identification of the tender recommended for acceptance; c) whether the recommended tender offers value for money, including a full analysis of the tendered sum; d) identification of any areas of risk; e) advice on the acceptability of any provisional sums and any action to be taken in respect of such sums; f) a summary of compliance with the Authority's requirements and the project brief, highlighting any discrepancies between these and the tendered proposals; g) a summary of compliance with any funder's or sponsor's requirements h) if there is no recommendation, comment on reasons for this and advise on further options.
6.7	Following instructions from the Authority, negotiate with the recommended contractor to eliminate tender qualifications and provide a further report to the Authority, if necessary.
6.8	Advise on a detailed cost programme by the contractor.
6.9	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 financial 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	<p>If required Obtain the Authority's prior written agreement to any change or variation or instruction where:</p> <ul style="list-style-type: none"> 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.

Ref	Scope of Service
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	At 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 reasonably practicable, that designers comply with their statutory duties 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 commission
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 existing information 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.
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.

Ref	Scope of Services
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 information 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 construction 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.
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

Ref	Scope of Services
8.1	<p>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:</p> <ul style="list-style-type: none"> a) pre construction information obtained from the client; b) any information obtained from designers
9.0	RIBA Stage 7 - In-Use
9.1	<p>At 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</p>

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.
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.

Ref	Scope of Services
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 C

STC Scope of Services

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

1 Qualifications

At the time of tendering and throughout the duration of the AGP Framework the Specialist Testing Consultant (STC) shall be an independent test institute accredited for the testing of synthetic turf fields by the following international sports federations:

- FIFA
- World Rugby
- FIH

At the time of tendering the STC shall also be able to undertake the following tests using in-house resources 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 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.
- Sports lighting checks in accordance with the requirements of section 2.5 this document

At a date no later than 30th June 2020 and thereafter throughout the duration of the AGP Framework, the STC shall ensure that the tests listed above are formally included in their ISO 17025 (UKAS or similar) accredited testing schedule.

For the duration of the AGP Framework the 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 an AGP Framework project. In addition, and to ensure transparency, the 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 becomes concerned that the STC's impartiality could be comprised by a disproportionate amount of work being undertaken for one or more Framework Suppliers, they reserve the right to review and terminate the STC's role within the AGP Framework 2020.

Each key stage inspection, listed in Section 2, shall be undertaken 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.

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

The STC shall ensure that if a Project involves work with, or there is potential for interaction with, children, young people and/or adults at risk, it must also have an appropriate safeguarding policy and procedure. The Supplier will also obtain all approvals and licences and any profile checks required by law

The STC shall have 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.

2 Scope of services

2.1 Key stage inspections

The STC shall undertake the following key stage inspections, as appropriate for the specific project. The timing of inspections shall be as agreed with the Framework Supplier (see clause 2.7).

The results of each key stage inspection shall be assessed for compliance with the Framework Supplier's Design Proposals and the relevant sections of the AGP Framework 2020 Employer's Requirements.

2.1.1 Formation & drainage

California Bearing Ratio tests shall be undertaken every 500m² (with a minimum of four measurements per site) and be evenly spaced across the whole site. Additional tests should be made in any areas of concern to the STC.

Checks shall be made to ensure:

- the nominal dimensions of the pitch are in accordance with the Concept Design Brief;
- the formation is free from mud or slurry and has no areas of freestanding water;
- the formation is free of all vegetation;
- there are no excessive ruts or undulations.

Formation levels shall be measured on a 10m x 10m grid.

The position, spacing and gradients of drainage channels and collector drains shall be checked and compared to the Framework Supplier's Design Proposals.

2.1.2 Sub-base & kerb edgings

The dimensions and layout of the pitch shall be checked to ensure they are in accordance with the project brief.

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

Perimeter edgings shall be checked for line, level and quality of installation.

The Surface Modulus of the sub-base shall be measured on a 20 x 20m grid and in any areas of concern to the STC.

Measurements to determine if the correct sub-base depth has been installed shall be made on a 10m x 10m grid and in any other areas of concern to the STC.

The water permeability of the sub-base shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the pitch and in any other areas of concern to the STC.

2.1.3 Base

The surface regularity of the base shall be fully checked to determine compliance with the Employer's Requirements and requirements for the finished pitch.

If appropriate, measurements to verify the correct asphalt depth has been installed shall be made on a 10m x 10m grid and in any other areas of concern to the STC.

The water permeability of the base shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the field and in any other areas of concern to the STC.

The levels of the base shall be measured on a 10m x 10m grid to determine the slope, profile and deviation from design levels.

Note – when an unbound aggregate base is being used the checks on the sub-base and base may be combined.

2.1.4 Shockpad

If a shockpad or elastic layer is being installed it shall be checked for surface regularity, and water permeability, as described in clause 2.1.3, above.

The shockpad thickness shall be checked on a 10 x 10m grid in accordance with BS EN 1969.

The water permeability of the shockpad shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the pitch and in any other areas of concern to the STC.

2.2 Quality control checks

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2.2.1 Aggregate & infill materials checks

Working in conjunction with the Framework Supplier, the STC shall develop and implement an audit trial to allow the quality of all aggregate and infill materials delivered to be site to be verified as being in accordance with the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

The materials to be audited shall include:

- Granular fill for formations
- Drainage trench back-fill
- Sub-base aggregates
- Base blinding layer aggregates
- Asphalt mixes

2.2.2 Shockpads

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust audit trial and/or sampling protocol to enable them to check and confirm that the shockpad installed on a pitch is in accordance with the requirements of the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

2.2.3 Synthetic turf carpet

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust audit trial and/or sampling protocol to enable them to check and confirm that the synthetic turf carpet installed on pitches is in accordance with the requirements of the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

2.2.4 Synthetic turf carpet joints

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust sampling protocol to enable them to check and confirm that the quality of synthetic turf carpet joints are in accordance with the requirements of the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

2.3 Inspection of ancillary works

During each site visit an inspection of all ancillary works being undertaken on the site shall be made. The inspections shall be designed to ensure that the STC can advise if the ancillary works are being undertaken to the required quality standards, in accordance the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

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2.4 Field testing and certification

Within one month of a field being completed the STC shall arrange for it to be tested and reported to the relevant international sports federation (where appropriate) in accordance with the following Standards and quality programmes. Testing shall be undertaken in accordance with the edition of the Standard applicable at the time the field is built:

Sport	Pitch size	Standard
Football	Full size	FIFA Quality Programme for Football Turf Handbook of Requirements for Football Turf
	Small sided fields	BS EN 15330-1 Clause 5.3.2. In addition, product identification tests, as specified in the field testing requirements of the FIFA Quality Programme for Football Turf, shall be undertaken
Rugby	All pitches	Rugby Turf Performance Standard
Hockey	Full size	FIH Quality Programme for Hockey Turf FIH Hockey Turf and Field Standards Part 3
	Hockey 5s courts	FIH Quality Programme for Hockey Turf FIH Hockey Turf and Field Standards Part 4
	Small sided fields	BS EN 15330-1 Clause 5.3.1. In addition, product identification tests, as specified in the field testing requirements of the FIH Quality Programme for Hockey Turf, shall be undertaken
Fields with multi-sport markings:	All pitches	Relevant standards for the sports to be played, as detailed above

Between 11 and 12 months after the date of Practical Completion, and prior to the end of the Defects Liability Period, the STC shall re-test the pitch in accordance with the appropriate re-test requirements of the Standards listed above.

2.5 Lighting tests

Within one month of a field being completed the STC shall test the lighting system in accordance with the following standards:

Football: FA Guide to Floodlighting

Rugby: RFU Floodlighting Installation and Management Guide

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Hockey: FIH Facilities Guidance - Sports lighting for non-televised outdoor hockey

The results of the test shall be reported in accordance with the requirements of the relevant Standard and compared to the performance requirements applicable for the field, as defined in the Concept Design Document

2.6 Snagging list

In addition to the formal testing of the pitch and lighting systems at completion the STC shall undertake a detailed inspection of all items of the works and prepare a snagging report for the FMC. This shall be based on, but not be limited to, the details given in Appendix A.

2.7 Scheduling of inspections and tests

2.7.1 Scheduling of inspections

The STC shall be responsible for organising and scheduling site inspections and field tests in conjunction with the Framework Supplier, Framework Management Consultant and, once the pitch has been handed over, the site operator.

Lighting tests shall not be undertaken when it is raining or foggy. The STC shall have responsibility for ensuring the weather forecast for the proposed testing time is suitable before departing for site.

If the sports lighting hours of operation are limited by planning conditions, the lighting test shall be undertaken within the prescribed operational hours. If this is not possible (during the summer months), the STC shall seek dispensation from the relevant planning authority to test the lights when it is dark.

2.7.2 Notification of when an inspection is required

During the construction works the Framework Supplier shall ensure the STC is given a minimum of two working days' advance notice of when a particular stage of the works will be ready for inspection, and the STC shall ensure the inspection is made on the agreed date, and no later than two working days after the minimum notification. Notifications to the STC made after 3.00pm shall be considered as being given the following day.

Email confirmation of the agreed date and nominal time for an inspection shall be issued by the STC to the Framework Supplier and Framework Management Consultant.

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2.7.3 Reimbursement of costs due to failure to complete an inspection

If the STC attends site on the agreed date and finds that the works are not complete so the inspection cannot be fully carried out necessitating a further visit, the abortive visit costs incurred by the STC, including all expenses, shall be borne by the Framework Supplier.

If the STC fails to attend site at the agreed nominal time and date and this results in the Framework Supplier having to reschedule planned works, experience downtime or other delays, the STC shall be liable for any costs incurred by the Framework Supplier. The costs of any downtime or rescheduling costs shall be agreed between the Framework Supplier, STC and the Framework Management Consultant and be recharged directly by the Framework Supplier to the STC.

In the event of an item of construction, or the pitch on completion, failing to comply with the appropriate AGP Framework 2020 quality and performance standards or the Framework Suppliers Design Proposals, the STC shall return to the site following the rectification of the defects and make the necessary checks and tests to verify the stage of construction is now complying with the appropriate quality and performance standards. The costs of any return visits shall be as detailed in the STC's AGP Framework 2020 schedule of rates and shall be recharged directly to the Framework Supplier by the STC.

2.8 Reporting

The results of all key stage inspections shall be formally reported to the Framework Supplier and Framework Management Consultant within five working days of the inspection. In the event of any defects or non-conforming items of work being identified these shall be notified to the Framework Supplier and Framework Management Consultant by email within one working day of the inspection.

The results of field tests shall be reported either to the relevant international sports federation (when their certification of a pitch is required) and/or the Framework Management Consultant, as appropriate within two working weeks of the field test. If a field test identifies defects or non-conforming items of work these shall be notified to the Framework Supplier and Framework Management Consultant by email within three working days of the field test.

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Appendix A – example of snagging items to be checked during initial field test

Drainage system	Are there any signs that water has been standing on the field?
	Are all the visible drainage channels clean without debris in them?
	Has the outlet of the drainage system been constructed to a satisfactory standard?
	Are there inspection chambers to allow access to the sub-field drainage system?
Football Turf field	Having inspected the whole pitch and considered the following specific points do you consider the playing surface to have been installed adequately? <ul style="list-style-type: none"> Is the pile of the carpet standing upright? Is any of the pile of the carpet trapped within the infill? Are there any looped pile fibres? Are there excessively long pile fibres? Are there loose pile fibres on the surface? If there are, are they due to tuft loss or carpet trimming
	Is the depth of infill correct and consistent across the pitch?
	Are areas that are under filled or over filled?
	Are the penalty spots and corner arcs adequately filled?
Line markings	Have all the carpet joints been well made. Did you find any of the following? <ul style="list-style-type: none"> Sections of jointing that have failed Wide carpet joints meaning that they are clearly visible (possibly due to a line of infill)? Delamination of the penalty spots? Adhesive beads
	What line markings are on the field?
	Are they permanent or temporary (painted markings)?
	Do the markings comply with the relevant Laws of the Game?
Line markings	Are the lines straight (when appropriate)?
	Are inlaid lines bonded in place adequately (considering the points listed above for the carpet joints)?

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Goals & sports equipment	How many full-size goals are present on the field?
	How many small-sided goals are present on the field?
	Are the goals socketed or free standing?
	If the 11 a-side goals are fixed, are the sockets correctly located to allow compliance with the Laws of the Game?
	If the goals are free standing what method of anchoring is provided to ensure the goals cannot topple forward if force is applied to the cross bar?
	Are the full size goals certified to BS EN 748?
	Are the small-sided goals certified to BS EN 16579?
	Are nets attached to each goal and are they intact with no rips, etc?
	If the goals are powder coated or painted is the coating intact with no scuff marks or scratches that penetrate through the coating or make the goal look unsightly
	Are the post sockets and footings flush with the base of the field (so they do not form a risk to any player falling on them)?
Corner flags	Are four corner flags and poles present on the field?
	Are the flag sockets flush with the base of the field (so they will not form a risk to any player falling on them if the post is not in place)?
Perimeter fencing	Please describe the type of fencing installed on each side of the field: <ul style="list-style-type: none"> • Approximate height • Mesh / ball catch netting type • Diameter of mesh wire / twine • Profile of fence posts • Spectator rail (if applicable) • Straining wires or method of tensioning mesh
	Is the fencing on each boundary vertical and in a straight line?
	Are there sharp wire ends that could cause injury to players or spectators?
	Is the fencing mesh anchored at ground level to prevent animals getting under the fence and on the field?
Access & gates	How many entrance gates are present?
	Does each entrance have containment grills to capture any infill being carried out of the pitch?
	How wide are the entrances to the field?
	Does at least one gate allow maintenance and emergency vehicle access to the field?

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	Do the gates have provision for locking to secure the field?
	Do the gates open outwards from the field?
	Do any double gates have drop bolts to enable them to be retained in an open position?
	Are boot cleaning brushes present at the main player access points to the field?
	Are the main vehicle and player access ways to the field paved to prevent dirt being walked onto the playing surface?
	In your opinion, have all paved areas been constructed and left in a suitable condition? If not, please provide details.
Perimeter edging details	Are the edgings to the field straight and finished to an acceptable standard?
	Are the edgings to the field set at the correct height in relationship to the playing surface ?
	What is the makeup of the surrounds to the field, grass, paving, etc?
	If the field has grass/soil surrounds is there suitable provision (e.g. gravel strip with mowing kerb or similar) to minimise the risk of the playing surface being contaminated by the encroachment of grass or weeds and to enable the easy maintenance of the surrounds?
	If the surrounding ground slopes towards the field is there adequate provision to prevent storm water running down onto the field?
Reinstatement	<p>Have all areas outside the pitch that have been affected by the construction of the field been adequately tidied up and reinstated?</p> <p>Reinstatement should include:</p> <ul style="list-style-type: none"> • Removal of all surplus construction materials and waste • Removal of all rock, soil and other materials deposited during the profiling of the site • Grading of the ground to provide smooth transitions from the disturbed areas to the surrounding ground

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Maintenance equipment	Please list the equipment left for the maintenance of the Football Turf surface
	How much spare performance infill has been left to allow localised toping up of high use areas of the field?
	Has a maintenance manual and maintenance log been supplied to the field operator?
	In your opinion, does the field operator have an adequate understanding of the maintenance requirements for the field?
	Is the system commissioned and operational?
	In your opinion has the system been installed in a manner that will not compromise the safety of players and other users of the field?
	Does the field operator have a full understanding of how to operate the system?

Appendix D

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 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.

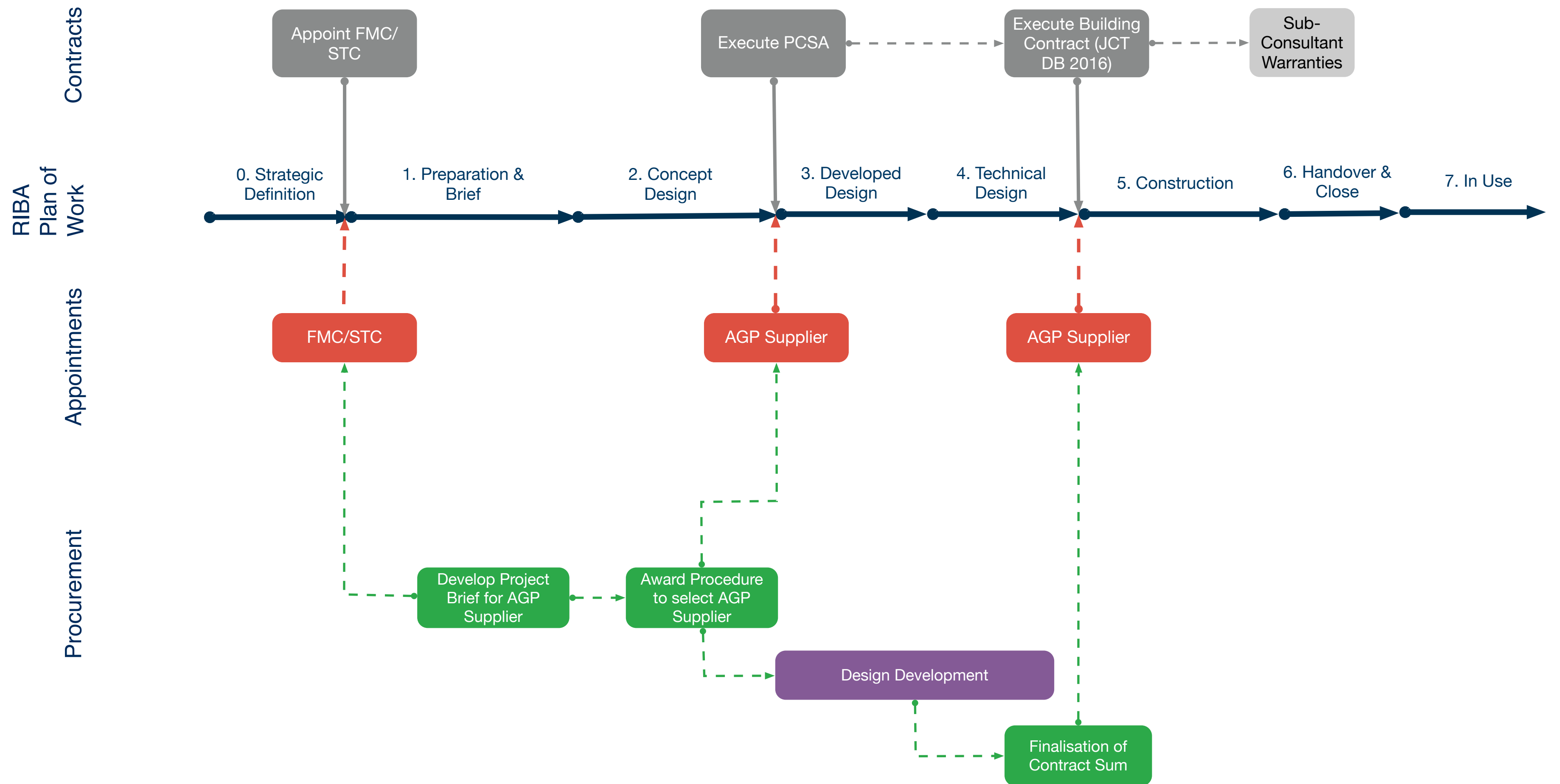
A full list of the Consultation Group members and examples of their feedback will be published as part of the **FAC-1** Guide.

Appendix E

Two Stage Design & Build Approach

Appendix E

Two Stage “Design & Build”



KEY

PCSA - Pre-Construction Services Agreement
 FMC - Framework Managing Consultant
 STC - Specialist Testing Consultant
 AGP - Artificial Grass Pitch (Supplier)
 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*.