



Appendices

Supplement to Outline Business Case (OBC)

for

A new (3-16) 21st Century School for the learning
communities of Aberafan, Baglan, Briton Ferry, Port
Talbot and Sandfields

(issue 4.4)



Appendix A

Economic and Financial Analysis

Economic and Financial Appraisal

New (3-16) 21st Century School for the learning communities of Aberafan, Baglan, Briton Ferry, Port Talbot and Sandfields

(Version 12)

This appendix contains the economic and financial appraisals for the following options:

- **Option 1:** 'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are.
- **Option 3.1:** Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area.
- **Option 3.2:** Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn). This will include a new build element and full refurbishment of the existing premises.
- **Option 3.4:** Close two of the secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, as well as building a new 430 place secondary school at Cwrt Sart.

The assumed life of the options is taken as 40 years in all cases. The discount rate used for all options is 3.5% for the first 30 years post year 1 and 3% for the remainder. Costs are estimated on a current year basis – no allowance has been made for inflation and capital costs are shown net of any tax, such as VAT.

Please note that all the values and figures (both input values and respective totals) are all shown to the nearest £'000.

Baseline Data

The breakdown of cost and cash releasing benefits for the four options considered within this OBC are shown in the table below.

All values / figures shown in £'000s

Description	Option 1	Option 3.1	Option 3.2	Option 3.4
Capital Related Costs				
Capital works		39,168 over 6 years (excl. asbestos removal & demolition)	35,837 over 6 years (excl. asbestos removal & demolition)	44,035 over 6 years (excl. asbestos removal & demolition)
Backlog maintenance	16,770			
Demolition		594	594	594
Asbestos removal		949	949	949
Optimism bias	700	1,700	5,729	2,089

Description	Option 1	Option 3.1	Option 3.2	Option 3.4
Project risks	760	3,523	8,321	7,386
Revenue related				
Revenue	8,597 p.a.	6,820 p.a.	6,820 p.a.	8,328 p.a.
Lifecycle costs	289 p.a.	491 p.a.	724 p.a.	547 p.a.
Benefits				
Capital receipts		290	290	290
Community lettings	12 p.a.	4 p.a.	4 p.a.	16 p.a.

Summary of Options

A summary of the economic appraisal for each option is set out in the tables below.

Option 1: "Do Minimum" - Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	-£16,770	-£16,486
Asbestos Removal & Demolition	£0	£0
Revenue/Current	-£354,862	-£200,254
Risk retained	-£760	-£747
Optimism bias	-£700	-£688
Total costs	-£373,092	-£218,176
Less: cash releasing benefits	£480	£271
Costs net cash savings	-£372,612	-£217,904
Total	-£372,612	-£217,904

Option 3.1: Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	-£39,168	-£35,486
Asbestos Removal & Demolition	-£1,543	-£1,345
Revenue/Current	-£298,870	-£171,237
Risk retained	-£3,523	-£3,185
Optimism bias	-£1,700	-£1,537
Total costs	-£344,804	-£212,790
Less: cash releasing benefits	£490	£128
Costs net cash savings	-£344,314	-£212,662
Total	-£344,314	-£212,662

Option 3.2: Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn).

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	-£35,837	-£32,468
Asbestos Removal & Demolition	-£1,543	-£1,345
Revenue/Current	-£307,025	-£175,414
Risk retained	-£8,321	-£7,524
Optimism bias	-£5,729	-£5,180
Total costs	-£358,455	-£221,930
Less: cash releasing benefits	£490	£128
Costs net cash savings	-£357,965	-£221,802
Total	-£357,965	-£221,802

Option 3.4: Close two of the secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on a Council owned playing fields at Western Avenue in the Baglan Bay area, as well as building a new 430 place secondary school at Cwrt Sart.

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	-£44,035	-£39,895
Asbestos Removal & Demolition	-£1,543	-£1,345
Revenue/Current	-£353,610	-£199,274
Risk retained	-£7,386	-£6,678
Optimism bias	-£2,089	-£1,889
Total costs	-£408,663	-£249,081
Less: cash releasing benefits	£910	£343
Costs net cash savings	-£407,753	-£248,738
Total	-£407,753	-£248,738

Please note that the revenue / lifecycle cost totals shown in the tables above consist of the elements shown in the table below.

Option	Years	Cost elements	Undiscounted (£'000s)
Option 1	Years 1 - 40	Existing Revenue Cost	-£8,597
	Years 3 - 40	Lifecycle Cost	-£289
Option 3.1	Years 1 – 5	Existing Revenue Cost	-£8,597
	Years 6 - 40	New Revenue Cost	-£6,820
		Lifecycle Cost	-£491
Option 3.2	Years 1 – 5	Existing Revenue Cost	-£8,597
	Years 6 - 40	New Revenue Cost	-£6,820
		Lifecycle Cost	-£724
Option 3.4	Years 1 – 5	Existing Revenue Cost	-£8,597
	Years 6 - 40	New Revenue Cost	-£8,328
		Lifecycle Cost	-£547

Ranking of Results

The table below indicates the comparative ranking for the various options.

Option	Description	Ranking				
		NPV (£'000)	Cash Benefit	Non-cash Benefit	Cost net cash savings	Costs net all savings
1	'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are.	-£217,904	2	4	2	2
3.1	Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area.	-£212,662	3	1	1	1
3.2	Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn).	-£221,802	4	2	3	3
3.4	Close two secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, <u>as well</u> as building a new 430 place secondary school at Cwrt Sart.	-£248,738	1	3	4	4

On aggregate the ranking of Option 3.1 is first amongst all the options considered. The NPV for Option 3.1 highest and is in fact £5.2m higher than that of the second best option, which is Option 1 (the do "minimum" option). Therefore, the preferred option is Option 3.1 (a new 21st Century all through (3-16) school on Council owned playing fields at Western Avenue in the Baglan Bay area) as it has the best NPV and delivers our strategic objectives.

Economic and Financial Appraisal for Option 1

'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are

The economic appraisal for Option 1 (do minimum) is shown in the table below. This is based on the current revenue expenditure for the existing schools. The estimated backlog maintenance for the existing schools is £16,770M expended in Years 1 and 2.

Economic Analysis for Option 1 <i>'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are</i>								
All figures in £'000s	NPV	Total Cost	Years (years 7-40 same as year 6)					
			1	2	3	4	5	6
			12/13	13/14	14/15	15/16	16/17	17/18
CAPITAL COSTS								
Backlog maintenance	-16,486	-16,770	-8,385	-8,385	0	0	0	0
Capital Costs Totals	-16,486	-16,770	-8,385	-8,385	0	0	0	0
REVENUE/CURRENT COSTS								
Existing Revenue Costs	-194,291	-343,880	-8,597	-8,597	-8,597	-8,597	-8,597	-8,597
Lifecycle Costs	-5,963	-10,982	0	0	-289	-289	-289	-289
Revenue/Current Costs Totals	-200,254	-354,862	-8,597	-8,597	-8,886	-8,886	-8,886	-8,886
RISK RETAINED								
Project Risks	-747	-760	-380	-380	0	0	0	0
Risk Retained Totals	-747	-760	-380	-380	0	0	0	0
Optimism Bias 24%	-688	-700	-350	-350	0	0	0	0
TOTAL COSTS	-218,176	-373,092	-17,712	-17,712	-8,886	-8,886	-8,886	-8,886
CASH RELEASING BENEFITS								
Community Lettings	271	480	12	12	12	12	12	12
Cash Releasing Benefits Total	271	480	12	12	12	12	12	12
Cost Net Cash Savings	-217,904	-372,612	-17,700	-17,700	-8,874	-8,874	-8,874	-8,874
TOTAL	-217,904	-372,612	-17,700	-17,700	-8,874	-8,874	-8,874	-8,874

The financial analysis for Option 1 is shown in the table below.

Financial Analysis for Option 1 <i>'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are</i>								
All figures in £'000s	NPV	Total Cost	Years (years 7-40 same as year 6)					
			1	2	3	4	5	6
			12/13	13/14	14/15	15/16	16/17	17/18
<i>CAPITAL COSTS</i>								
Backlog maintenance	-16,486	-16,770	-8,385	-8,385	0	0	0	0
Capital Costs Totals	-16,486	-16,770	-8,385	-8,385	0	0	0	0
<i>REVENUE/CURRENT COSTS</i>								
Existing Revenue Costs	-194,291	-343,880	-8,597	-8,597	-8,597	-8,597	-8,597	-8,597
Lifecycle Costs	-5,963	-10,982	0	0	-289	-289	-289	-289
Revenue/Current Costs Totals	-200,254	-354,862	-8,597	-8,597	-8,886	-8,886	-8,886	-8,886
Total Costs	-216,740	-371,632	-16,982	-16,982	-8,886	-8,886	-8,886	-8,886
<i>CASH RELEASING BENEFITS</i>								
Community Lettings	271	480	12	12	12	12	12	12
Cash Releasing Benefits Total	271	480	12	12	12	12	12	12
Cost Net Cash Savings	-216,469	-371,152	-16,970	-16,970	-8,874	-8,874	-8,874	-8,874
Total	-216,469	-371,152	-16,970	-16,970	-8,874	-8,874	-8,874	-8,874

Economic and Financial Appraisal for Option 3.1

Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area

The scope for Option 3.1 is to close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with an adjacent primary school (Traethmelyn), and build a new 21st Century (3-16) 1,500 place school on Council owned playing fields at Western Avenue in the Baglan Bay area. Construction of the new school takes place over three years (years 3 to 5). Existing revenue costs continue until the new school is available. Lifecycle costs such as maintenance start in year 5 when the school is occupied. A capital receipt of £290K is realised in year 6 on disposal of surplus property.

The result of the economic analysis for Option 3.1 is set out in the table below.

Economic Analysis for Option 3.1 Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area									
All figures in £'000s	NPV	Total Cost	Years (years 8-40 same as year 7)						
			1	2	3	4	5	6	7
			12/13	13/14	14/15	15/16	16/17	17/18	18/19
CAPITAL COSTS									
New Build Capital	-35,486	-39,168	-350	-350	-12,000	-17,968	-7,900	-600	0
Asbestos Removal Cost	-827	-949	0	0	0	0	-949	0	0
Demolition Cost	-518	-594	0	0	0	0	-594	0	0
Capital Cost Total	-36,831	-40,711	-350	-350	-12,000	-17,968	-9,443	-600	0
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	-40,174	-42,985	-8,597	-8,597	-8,597	-8,597	-8,597	0	0
"New" Revenue (FF) Cost	-122,260	-238,700	0	0	0	0	0	-6,820	-6,820
Lifecycle Cost	-8,802	-17,185	0	0	0	0	0	-491	-491
Revenue/Current Cost Total	-171,237	-298,870	-8,597	-8,597	-8,597	-8,597	-8,597	-7,311	-7,311
RISK RETAINED									
Project Risks	-3,185	-3,523	-30	-30	-1,022	-1,531	-859	-51	0
Optimism Bias	-1,537	-1,700	-14	-14	-493	-739	-415	-25	0
Risk Retained Total	-4,722	-5,223	-44	-44	-1,516	-2,269	-1,274	-76	0
TOTAL COST	-212,790	-344,804	-8,991	-8,991	-22,113	-28,834	-19,314	-7,987	-7,311
BENEFITS									
Cash releasing									
Capital Receipts	244	290	0	0	0	0	0	290	0
"Old" Community Lettings	56	60	12	12	12	12	12	0	0
"New" Community Lettings	72	140	0	0	0	0	0	4	4
Benefits Totals	128	490	12	12	12	12	12	294	4
Cost Net Cash Savings	-212,662	-344,314	-8,979	-8,979	-22,101	-28,822	-19,302	-7,693	-7,307
TOTAL	-212,662	-344,314	-8,979	-8,979	-22,101	-28,822	-19,302	-7,693	-7,307

The results of the financial analysis for Option 3.1 are given in the table below.

Financial Analysis for Option 3.1 <i>Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area</i>									
All figures in £'000s	NPV	Total Cost	Years (years 8-40 same as year 7)						
			1	2	3	4	5	6	7
			12/13	13/14	14/15	15/16	16/17	17/18	18/19
CAPITAL COSTS									
New Build Capital	-35,486	-39,168	-350	-350	-12,000	-17,968	-7,900	-600	0
Asbestos Removal Cost	-827	-949	0	0	0	0	-949	0	0
Demolition Cost	-518	-594	0	0	0	0	-594	0	0
Capital Costs Total	-36,831	-40,711	-350	-350	-12,000	-17,968	-9,443	-600	0
REVENUE/CURRENT COSTS									
"Old" Revenue (FF) Cost	-40,174	-42,985	-8,597	-8,597	-8,597	-8,597	-8,597	0	0
"New" Revenue (FF) Cost	-122,260	-238,700	0	0	0	0	0	-6,820	-6,820
Lifecycle Cost	-8,802	-17,185	0	0	0	0	0	-491	-491
Revenue/Current Costs Total	-171,237	-298,870	-8,597	-8,597	-8,597	-8,597	-8,597	-7,311	-7,311
Total Costs	-208,067	-339,581	-8,947	-8,947	-20,597	-26,565	-18,040	-7,911	-7,311
BENEFITS									
Cash releasing									
Capital Receipts	244	290	0	0	0	0	0	290	0
"Old" Community Lettings	56	60	12	12	12	12	12	0	0
"New" Community Lettings	72	140	0	0	0	0	0	4	4
Cash Releasing Benefits Total	372	490	12	12	12	12	12	294	4
Cost Net Cash Savings	-207,696	-339,091	-8,935	-8,935	-20,585	-26,553	-18,028	-7,617	-7,307
Total	-207,696	-339,091	-8,935	-8,935	-20,585	-26,553	-18,028	-7,617	-7,307

Economic and Financial Appraisal for Option 3.2

Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn).

The scope for Option 3.2 is to close Cwrt Sart and Glanafan secondary schools and transfer pupils to Sandfields secondary school (with adaptations) and maintaining the status quo of the adjacent primary school (Traethmelyn). The building works at Sandfields secondary school extend for a period of three years commencing in Year 3. Project risks and optimism bias for this option are both high due to the uncertain nature of the scope for fully delivering an adapted Sandfields site that meets strategic objectives. A capital receipt of £290K is realised in year 6 on disposal of surplus property.

The table below sets out the results of the economic analysis for Option 3.2.

Economic Analysis for Option 3.2 Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn)									
All figures in £'000s	NPV	Total Cost	Years (years 8-40 same as year 7)						
			1	2	3	4	5	6	7
			12/13	13/14	14/15	15/16	16/17	17/18	18/19
CAPITAL COSTS									
New Build Capital	-32,468	-35,837	-320	-320	-10,979	-16,440	-7,228	-549	0
Asbestos Removal Cost	-827	-949	0	0	0	0	-949	0	0
Demolition Cost	-518	-594	0	0	0	0	-594	0	0
Capital Cost Total	-33,813	-37,380	-320	-320	-10,979	-16,440	-8,771	-549	0
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	-40,174	-42,985	-8,597	-8,597	-8,597	-8,597	-8,597	0	0
"New" Revenue (FF) Cost	-122,260	-238,700	0	0	0	0	0	-6,820	-6,820
Lifecycle Cost	-12,979	-25,340	0	0	0	0	0	-724	-724
Revenue/Current Cost Total	-175,414	-307,025	-8,597	-8,597	-8,597	-8,597	-8,597	-7,544	-7,544
RISK RETAINED									
Project Risks	-7,524	-8,321	-70	-70	-2,415	-3,615	-2,029	-121	0
Optimism Bias	-5,180	-5,729	-48	-48	-1,662	-2,489	-1,397	-83	0
Risk Retained Total	-12,704	-14,050	-119	-119	-4,077	-6,105	-3,426	-204	0
TOTAL COST	-221,930	-358,455	-9,036	-9,036	-23,654	-31,142	-20,795	-8,297	-7,544
BENEFITS									
Cash releasing									
Capital Receipts	244	290	0	0	0	0	0	290	0
"Old" Community Lettings	56	60	12	12	12	12	12	0	0
"New" Community Lettings	72	140	0	0	0	0	0	4	4
Benefits Totals	128	490	12	12	12	12	12	294	4
Cost Net Cash Savings	-221,802	-357,965	-9,024	-9,024	-23,642	-31,130	-20,783	-8,003	-7,540
TOTAL	-221,802	-357,965	-9,024	-9,024	-23,642	-31,130	-20,783	-8,003	-7,540

The following table indicates the results of the financial analysis for Option 3.2.

Financial Analysis for Option 3.2 <i>Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn)</i>									
All figures in £'000s	NPV	Total Cost	Years (years 8-40 same as year 7)						
			1	2	3	4	5	6	7
			12/13	13/14	14/15	15/16	16/17	17/18	18/19
CAPITAL COSTS									
New Build Capital	-32,468	-35,837	-320	-320	-10,979	-16,440	-7,228	-549	0
Asbestos Removal Cost	-827	-949	0	0	0	0	-949	0	0
Demolition Cost	-518	-594	0	0	0	0	-594	0	0
Capital Costs Total	-33,813	-37,380	-320	-320	-10,979	-16,440	-8,771	-549	0
REVENUE/CURRENT COSTS									
"Old" Revenue (FF) Cost	-40,174	-42,985	-8,597	-8,597	-8,597	-8,597	-8,597	0	0
"New" Revenue (FF) Cost	-122,260	-238,700	0	0	0	0	0	-6,820	-6,820
Lifecycle Cost	-12,979	-25,340	0	0	0	0	0	-724	-724
Revenue/Current Costs Total	-175,414	-307,025	-8,597	-8,597	-8,597	-8,597	-8,597	-7,544	-7,544
Total Costs	-209,227	-344,405	-8,917	-8,917	-19,576	-25,037	-17,368	-8,093	-7,544
BENEFITS									
Cash releasing									
Capital Receipts	244	290	0	0	0	0	0	290	0
"Old" Community Lettings	56	60	12	12	12	12	12	0	0
"New" Community Lettings	72	140	0	0	0	0	0	4	4
Cash Releasing Benefits Total	372	490	12	12	12	12	12	294	4
Cost Net Cash Savings	-208,855	-343,915	-8,905	-8,905	-19,564	-25,025	-17,356	-7,799	-7,540
Total	-208,855	-343,915	-8,905	-8,905	-19,564	-25,025	-17,356	-7,799	-7,540

Economic and Financial Appraisal for Option 3.4

Close two secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, as well as building a new 430 place secondary school at Cwrt Sart

The scope for Option 3.4 is to close two secondary schools (Glanafan and Sandfields), together with adjacent primary school (Traethmelyn), and build a smaller new 21st Century all through (3-16) school for 1,100 pupils on Council owned playing fields at Western Avenue in the Baglan Bay area, while also building a new secondary school for 430 pupils at Cwrt Sart. Construction of the new schools takes place over three years (years 3 to 5). Existing revenue costs continue until the new school is available. Lifecycle costs such as maintenance start in year 6 when the school is occupied. A capital receipt of £290K is realised in year 6 on disposal of surplus property.

The table below sets out the results of the economic analysis for Option 3.4.

Economic Analysis for Option 3.4 Close two secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, as well as building a new 430 place secondary school at Cwrt Sart									
All figures in £'000s	NPV	Total Cost	Years (years 8-40 same as year 7)						
			1	2	3	4	5	6	7
			12/13	13/14	14/15	15/16	16/17	17/18	18/19
CAPITAL COSTS									
New Build Capital	-39,895	-44,035	-393	-393	-13,491	-20,201	-8,882	-675	0
Asbestos Removal Cost	-827	-949	0	0	0	0	-949	0	0
Demolition Cost	-518	-594	0	0	0	0	-594	0	0
Capital Cost Total	-41,240	-45,578	-393	-393	-13,491	-20,201	-10,425	-675	0
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	-40,174	-42,985	-8,597	-8,597	-8,597	-8,597	-8,597	0	0
"New" Revenue (FF) Cost	-149,294	-291,480	0	0	0	0	0	-8,328	-8,328
Lifecycle Cost	-9,806	-19,145	0	0	0	0	0	-547	-547
Revenue/Current Cost Total	-199,274	-353,610	-8,597	-8,597	-8,597	-8,597	-8,597	-8,875	-8,875
RISK RETAINED									
Project Risks	-6,678	-7,386	-63	-63	-2,143	-3,209	-1,801	-107	0
Optimism Bias	-1,889	-2,089	-18	-18	-606	-908	-509	-30	0
Risk Retained Total	-8,567	-9,475	-80	-80	-2,749	-4,117	-2,311	-137	0
TOTAL COST	-249,081	-408,663	-9,071	-9,071	-24,838	-32,915	-21,332	-9,687	-8,875
BENEFITS									
Cash releasing									
Capital Receipts	244	290	0	0	0	0	0	290	0
"Old" Community Lettings	56	60	12	12	12	12	12	0	0
"New" Community Lettings	287	560	0	0	0	0	0	16	16
Benefits Totals	343	910	12	12	12	12	12	306	16
Cost Net Cash Savings	-248,738	-407,753	-9,059	-9,059	-24,826	-32,903	-21,320	-9,381	-8,859

TOTAL	-248,738	-407,753	-9,059	-9,059	-24,826	-32,903	-21,320	-9,381	-8,859
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The following table indicates the results of the financial analysis for Option 3.4.

Financial Analysis for Option 3.4 <i>Close two secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, as well as building a new 430 place secondary school at Cwrt Sart</i>									
All figures in £'000s	NPV	Total Cost	Years (years 8-40 same as year 7)						
			1	2	3	4	5	6	7
			12/13	13/14	14/15	15/16	16/17	17/18	18/19
CAPITAL COSTS									
New Build Capital	-39,895	-44,035	-393	-393	-13,491	-20,201	-8,882	-675	0
Asbestos Removal Cost	-827	-949	0	0	0	0	-949	0	0
Demolition Cost	-518	-594	0	0	0	0	-594	0	0
Capital Costs Total	-41,240	-45,578	-393	-393	-13,491	-20,201	-10,425	-675	0
REVENUE/CURRENT COSTS									
"Old" Revenue (FF) Cost	-40,174	-42,985	-8,597	-8,597	-8,597	-8,597	-8,597	0	0
"New" Revenue (FF) Cost	-149,294	-291,480	0	0	0	0	0	-8,328	-8,328
Lifecycle Cost	-9,806	-19,145	0	0	0	0	0	-547	-547
Revenue/Current Costs Total	-199,274	-353,610	-8,597	-8,597	-8,597	-8,597	-8,597	-8,875	-8,875
Total Costs	-240,514	-399,188	-8,990	-8,990	-22,088	-28,798	-19,022	-9,550	-8,875
BENEFITS									
Cash releasing									
Capital Receipts	244	290	0	0	0	0	0	290	0
"Old" Community Lettings	56	60	12	12	12	12	12	0	0
"New" Community Lettings	287	560	0	0	0	0	0	16	16
Cash Releasing Benefits Total	587	910	12	12	12	12	12	306	16
Cost Net Cash Savings	-239,927	-398,278	-8,978	-8,978	-22,076	-28,786	-19,010	-9,244	-8,859
Total	-239,927	-398,278	-8,978	-8,978	-22,076	-28,786	-19,010	-9,244	-8,859

Sensitivity Analysis – All Options

The various options have been subject to a sensitivity analysis; the five scenarios evaluated are set out in the table below.

Sensitivity Analysis	
Scenario:	Increase or Decrease
Increase Capital	10%
Increase Revenue Costs	10%
Decrease Capital	-10%
Decrease Revenue Cost	-10%
Decrease Cash Savings	-20%

The results of the analysis are shown in the following table for each option.

All figures in £'000s	Option 1	Option 3.1	Option 3.2	Option 3.4	Ranking
Baseline NPVs	-217,904	-212,662	-221,802	-248,738	Option 3.1 = 1
Increase Capital by 10%	-219,553	-216,345	-225,184	-252,862	Option 3.1 = 1
Increase Revenue Costs by 10%	-237,930	-229,786	-239,344	-268,666	Option 3.1 = 1
Decrease Capital by 10%	-216,256	-208,979	-218,421	-244,614	Option 3.1 = 1
Decrease Revenue Cost by 10%	-197,879	-195,538	-204,261	-228,811	Option 3.1 = 1
Decrease Cash Savings by 20%	-217,959	-212,688	-221,828	-248,807	Option 3.1 = 1

In all cases Option 3.1 (Preferred Option) has the highest net present value (NPV) whilst Option 1 (Do Minimum) has the second highest NPV. The relative ranking of the options do not change under any of the scenarios indicating that there is no sensitivity to changes in capital, revenue and benefits within the ranges specified.

Impact on Overall Income and Expenditure – Option 3.1

The anticipated payment stream for the project over its intended life span is set out in the following table for the preferred Option 3.1. The funding line includes the existing funding streams for the schools. All figures exclude VAT.

All figures in £'000s	Total	Years (years 8-40 same as year 7)						
		1	2	3	4	5	6	7
		12/13	13/14	14/15	15/16	16/17	17/18	18/19
Preferred way forward:								
Capital	-39,168	-350	-350	-12,000	-17,968	-7,900	-600	0
Asbestos & Demolition	-1,543					-1,543		
Revenue costs	-298,870	-8,597	-8,597	-8,597	-8,597	-8,597	-7,311	-7,311
Cash releasing benefits	490	12	12	12	12	12	294	4
Total	-339,091	-8,935	-8,935	-20,585	-26,553	-18,028	-7,617	-7,307
Funded by:								
Existing Revenue	343,880	8,597	8,597	8,597	8,597	8,597	8,597	8,597
Total Existing	343,880	8,597	8,597	8,597	8,597	8,597	8,597	8,597
Additional Funding Required		-338	-338	-11,988	-17,956	-9,431	980	1,290
VAT @ 20% on capital costs	-£8,142	-£70	-£70	-£2,400	-£3,594	-£1,889	-£120	

The net additional funding required over years 1 through 5 totals £40.711M assuming the delivery of the cash releasing benefits as predicted. The estimated VAT on the new works is £8.142M assuming a 20% VAT rate. Expert tax advice should be sought regarding the payment or avoidance of VAT on new schools.



Appendix B

Risk Scoring and Assessment

Reconfiguration of Schools in the Baglan Area

Risk No	Risk Description	Option 1: 'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are					Option 3.1: Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area					Option 3.2: Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn). This will include a new build element and full refurbishment of the existing premises					Option 3.4: Close two of the secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, <u>as well</u> as building a new 430 place secondary school at Cwrt Sart				
		L	I	£	Risk Score	%£	L	I	£	Risk Score	%£	L	I	£	Risk Score	%£	L	I	£	Risk Score	%£
1	The risk that there will be an undermining of customer's/media's perception of the organisation's ability to fulfil its business requirements – for example, adverse publicity concerning an operational problem	3	5	£888,342	15	£266,503	1	1		1	£0	4	8		32	£0	1	1		1	
2	Continuity of 21 st century funding not sustained by mainstream funding	1	1		1	£0	4	7		28	£0	4	6		24	£0	4	7		28	
3	Newly redeveloped or built school may attract pupils from other schools or catchment areas	1	1		1	£0	3	7		21	£0	1	2		2	£0	4	7		28	
4	Delay in WAG approval of OBC	1	1		1	£0	4	7		28	£0	4	6		24	£0	4	7		28	
5	Availability of Capital funding, both in terms of Capital allocation from WAG and self-funding/funding from Neath Port Talbot county council.	1	1		1	£0	3	6		18	£0	3	5		15	£0	3	6		18	
6	Availability of authority funds for any match-funding requirement (i.e. not having sufficient MF)	1	1	£5,590,100	1	£111,802	1	10	£13,570,401	10	£2,714,080	3	8	£12,460,068	24	£5,980,833	2	10	£15,192,734	20	£6,077,094
7	Feasibility unproven	1	1		1	£0	1	9		9	£0	2	9		18	£0	1	9		9	
8	Lack of stakeholder support for scheme	1	1		1	£0	2	3		6	£0	4	4		16	£0	1	3		3	
9	Lack of adequate revenue funding stream	4	8		32	£0	1	8		8	£0	1	8		8	£0	3	8		24	
10	Lack of timely decision making at Neath Port Talbot CC	1	1		1	£0	2	5		10	£0	2	5		10	£0	2	5		10	
11	Unsuccessful schools re-organisation and consultation process. Low level of public support for scheme	0	0		0	£0	0	0		0	£0	0	0		0	£0	0	0		0	

Reconfiguration of Schools in the Baglan Area

Risk No	Risk Description	Option 1: 'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are					Option 3.1: Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area					Option 3.2: Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn). This will include a new build element and full refurbishment of the existing premises					Option 3.4: Close two of the secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, <u>as well as building a new 430 place secondary school at Cwrt Sart</u>				
		L	I	£	Risk Score	%£	L	I	£	Risk Score	%£	L	I	£	Risk Score	%£	L	I	£	Risk Score	%£
12	Failure to develop and implement plan and processes to manage staff and learners prior, during and post commissioning of the new/ existing/alternative facilities	1	1		1	£0	1	5		5	£0	1	3		3	£0	1	5		5	
13	For any number of unforeseen reasons, arising from risk and uncertainty, the construction costs increase beyond original cost estimates	1	1		1	£0	2	5	£3,134,000	10	£626,800	4	5	£2,867,318	20	£1,146,927	3	5	£3,522,000	15	£1,056,600
14	Failure to gain planning and environmental approvals or acquire land for new construction	1	1		1	£0	1	8	£569,800	8	£91,168	2	8	£521,070	16	£166,742	1	8	£640,200	8	£102,432
15	Curriculum developed fails to engage learners - inadequate facilities to deliver broader curriculum	4	8		32	£0	1	8		8	£0	3	8		24	£0	1	8		8	
16	Statutory consultation fails	1	1	£888,342	1	£17,767	2	9	£0	18	£0	3	10	£56,000	30	£33,600	1	9	£325,507	9	£58,591
17	Health and Safety - e.g. Injuries/incidents during construction leading to delays/injury investigation/claims for compensation/prosecution	1	1		1	£0	1	5		5	£0	2	6		12	£0	1	5		5	
18	The risk that design cannot deliver the services to the required quality of Educational Provision standards.	4	2		8	£0	1	5		5	£0	4	5		20	0	1	5		5	0
19	The risk that the construction of physical assets is not completed on time, to budget and to specification	1	1		1	£0	2	5		10	£0	3	5		15	£0	2	5		10	
20	The risk that the quality/quantity of initial intelligence (for example, preliminary site investigation) will impact on the likelihood of unforeseen problems occurring.	0	0		0	£0	1	5		5	£0	1	5		5	£0	1	5		5	
21	The risk arising in accommodation projects relating to the need to decant staff/clients from one site to another	1	1		1	£0	1	1		1	£0	4	6	£1,500,000	24	£720,000	1	1		1	

Reconfiguration of Schools in the Baglan Area

Risk No	Risk Description	Option 1: 'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are					Option 3.1: Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area					Option 3.2: Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn). This will include a new build element and full refurbishment of the existing premises					Option 3.4: Close two of the secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, <u>as well as building a new 430 place secondary school at Cwrt Sart</u>				
		L	I	£	Risk Score	%£	L	I	£	Risk Score	%£	L	I	£	Risk Score	%£	L	I	£	Risk Score	%£
22	The risk that the nature of the project has a major impact on its adjacent area and there is a strong likelihood of objection from the general public.	0	0		0	£0	0	0		0	£0	0	0		0	£0	0	0		0	
23	The risk that can arise from the contractual arrangements between two parties – for example, the capabilities of the contractor/ when a dispute occurs	1	1		1	£0	2	4		8	£0	2	4		8	£0	2	4		8	
24	The risk that the quantum of service provided is less than that required under the contract	1	1		1	£0	1	3		3	£0	1	3		3	£0	1	3		3	
25	The risk that the demand for a service does not match the levels planned, projected or assumed	3	8		24	£0	2	5		10	£0	4	5		20	£0	3	5		15	
26	The risk that actual community usage of the service varies from the levels forecast as a benefit.	2	1		2	£0	2	1		2	£0	2	1		2	£0	2	1		2	
27	The risk that changes in technology result in services being provided using sub-optimal technical solutions	4	8	£568,873	32	£364,079	1	8	£568,873	8	£91,020	3	8	£568,873	24	£273,059	1	8	£568,873	8	£91,020
28	The risk relating to the uncertainty of the values of physical assets at the end of the contract period	4	1		4	£0	4	1		4	£0	4	1		4	£0	4	1		4	
29	Target cost above QS estimates	0	0		0	£0	1	7		7	£0	3	7		21	£0	2	7		14	
30	The risk that project outcomes are sensitive to economic influences – for example, where actual inflation differs from assumed inflation rates	2	2		4	£0	2	2		4	£0	2	2		4	£0	2	2		4	

Reconfiguration of Schools in the Baglan Area

Risk No	Risk Description	Option 1: 'Do minimum' – Maintain the status quo, i.e. maintain the three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), as they currently are						Option 3.1: Close three secondary schools (Cwrt Sart, Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,500 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area						Option 3.2: Close two of the secondary schools (Cwrt Sart and Glanafan) and transfer pupils to the third secondary school (Sandfields Comprehensive) with adaptations, maintaining the status quo of the adjacent primary school (Traethmelyn). This will include a new build element and full refurbishment of the existing premises						Option 3.4: Close two of the secondary schools (Glanafan and Sandfields), together with the adjacent primary school (Traethmelyn), and build a new 1,100 place 21st Century 3-16 (all through) school on Council owned playing fields at Western Avenue in the Baglan Bay area, <u>as well as</u> building a new 430 place secondary school at Cwrt Sart					
		L	I	£	Risk Score	%£		L	I	£	Risk Score	%£		L	I	£	Risk Score	%£		L	I	£	Risk Score	%£	
31	The risk that policy & legislative change increases costs. This can be divided into secondary legislative risk (for example, changes to corporate taxes) and primary legislative risk (for example, specific changes which affect a particular project)	2	4		8	£0		3	5		15	£0		3	5		15	£0		3	5		15	£0	
32	A change in political climate at WAG level	0	0		0	£0		0	0		0	£0		0	0		0	£0		0	0		0	£0	
33	A change in political climate at County level	1	3		3	£0		1	3		3	£0		1	3		3	£0		1	3		3	£0	
34	Outcome of internal decision making (i.e. Decisions made against officer recommendations)	1	1		1	£0		1	3		3	£0		1	3		3	£0		1	3		3	£0	
35	Loss of experienced staff	4	7		28	£0		2	4		8	£0		3	4		12	£0		2	4		8	£0	
		210						289						461						327					
		£760,150						£3,523,068						£8,321,161						£7,385,737					
		% of Capital value =						% of Capital value =						% of Capital value =						% of Capital value =					
		5%						9%						22%						16%					



Appendix C

Scope of Services

THE SERVICES - Scope of the Services for the Property Design Services Framework

Part A - Architectural Services

The Consultant shall carry out the following Services in relation to the following general elements of the Works:

- Architectural design
- Landscape design
- Interior Design
- Master planning
- BREEAM Assessment
- Sustainability Assessment
- Project Management
- Contract Administration
- Dilapidations
- Employers Agent
- Expert Witness
- Refurbishment
- Project Monitoring
- Party Wall
- CDM Services

Part B - Mechanical and Electrical Engineering Services

The Consultant shall carry out the following Services in relation to the following general elements of the Works:

- Project Management
- Contract Administration and Management
- Expert Witness
- Project Monitoring
- CDM Services
- Programme Management
- Cost Management
- Supply Chain Management
- Monitoring, Auditing, Tracking and financial control of schemes
- Utility Supplies and Infrastructure Services

- MV and LV Electrical distribution
- Interior and exterior lighting, fire alarms, gas detection, security
- Heating systems
- Standby power systems
- Sustainability Installations
- Motor control centres
- Data and Communications
- Ventilation
- Air Conditioning
- Gas and Water systems
- Virtual Engineering
- Site Infrastructure

Part C - Quantity Surveying Services

The Consultant shall carry out the following Services in relation to the following general elements of the Works:

- Project Management
- Contract Administration and Management
- Employers Agent
- Expert Witness
- Project Monitoring
- CDM Services
- Programme Management
- Cost Management
- Supply Chain Management
- Monitoring, Auditing, Tracking and financial control of schemes
- Benchmarking Performance and costs
- Financial Appraisals
- Risk Management
- Contract Advisory service



Appendix D

Evaluation Criteria – South West Framework

		Evaluation Criteria Sheet						
HEADING	EVALUATION APPROACH	Short Description	ACTUAL SCORES					
PLEASE NOTE - If you Fail one or more questions, you will be eliminated from the evaluation and you will not be shortlisted to participate in the tender stage				Weighting	Maximum Score	%age individual Mark	Group Total Mark	Group Total %age
A. Supplier Acceptability	0.00%							
A 1a	Pass/Fail	Conspiracy/ Money Laundering	0	1	0	0.0%		
A 1b	Text Max 300 Words	Details of prosecution notice under A 1 a	0	1	0	0.0%		
A 2a	Pass/Fail	Banruptcy,winding up,criminal conduct,social; security,taxes,etc.	0	1	0	0.0%		
A 2b	Text Max 300 Words	Details of prosecution notice under A 2a	0	1	0	0.0%		
A 3a	Yes/ No	Related to a member of the procurement team	0	1	0	0.0%		
A 3b	Text Max 300 Words	Details of prosecution notice under A 3a	0	1	0	0.0%	0	0%
B. Economic / Financial Standing	13.33%							
B 1a	Pass/Fail	VAT Registration	0	1	0	0.0%		
B 1b	Text	Registration Number	0	1	0	0.0%		
B 2a	Text	Type of Organisation	0	1	0	0.0%		
B 2b	Text	Company Registration Number	0	1	0	0.0%		
B 3	Text	Contact number of Individual	0	1	0	0.0%		
B 4a	%age	EBIT Profit - Average for Construction Industry = 10 maximum	5	2	10	3.3%		
B 4b	Text Max 300 Words	Statement if company not profitable	0	1	0	0.0%		
B 4c	Text	EBIT Profit - Average for Construction Industry = 10 maximum	5	2	10	3.3%		
B 4d	Text Max 300 Words	Statement if company not profitable	0	1	0	0.0%		
B 5a	Text	Acid Test Ratio 1 = 10 up to maximum 15	5	3	15	5.0%		
B 5b	Text	Data source for Acid Test Ratio	0	1	0	0.0%		
B 6a	Pass/Fail	Turnover must be at least lowest point of band	0	1	0	0.0%		
B 6b	Text Max 300 Words	Statement on Historical turnover	0	1	0	0.0%		
B 7a	Text	Statement of Net Asset position	0	1	0	0.0%		
B 7b	Text Max 300 Words	Statement if Net Assets are negative	0	1	0	0.0%		
B 8a	Document	Accounts for last 2 years if available	0	1	0	0.0%		
B 8b	Document	Recent Management Accounts if available	0	1	0	0.0%		
B 9a	Pass/Fail	Public Liability Insurance	0	1	0	0.0%		
B 9b	Text	Details of Public Liability Insurance	0	1	0	0.0%		
B 9c	Text/Document	Action to be taken if not in place	0	1	0	0.0%		
B 9d	Yes/ No	Professional Indemnity Insurance - No Value	5	1	5	1.7%		
B 9e	Text	Details of PI insurance	0	1	0	0.0%		
B 9f	Text/Document	Steps to be taken if not in place	0	1	0	0.0%		
B 9g	Pass/Fail	Employers Liability Insurance £5.0m	0	1	0	0.0%		
B 9h	Text	Details of Employers Liability Insurance	0	1	0	0.0%		
B 10	Pass/Fail	Provision on parent company guarantee	0	1	0	0.0%		
B 11	Pass/Fail	Performance/ Retention Bond	0	1	0	0.0%	40	13%
C. Capacity & Capability	35.00%							
C 1	Text Max 200 Words	Main business of organisation	0	1	0	0.0%		
C 2a	Text Max 350 Words	Experience of using NEC 3	5	1	5	1.7%		
C 2b	Text Max 350 Words	Experience and benefits of partnering	5	3	15	5.0%		
C 2c	Text Max 350 Words	Experience of working with design teams	5	3	15	5.0%		

Evaluation Criteria Sheet								
HEADING	EVALUATION APPROACH	Short Description	ACTUAL SCORES					
PLEASE NOTE - If you Fail one or more questions, you will be eliminated from the evaluation and you will not be shortlisted to participate in the tender stage				Weighting	Maximum Score	%age individual Mark	Group Total Mark	Group Total %age
C 2d	Text Max 350 Words	Methodology for managing supply chain	5	1	5	1.7%		
C 2e	Text Max 350 Words	Experience of framework contracts	5	1	5	1.7%		
C 2f	Text Max 350 Words	Experience of D&B contracts	5	1	5	1.7%		
C 2g	Text Max 500 Words	Importance of KPI	5	1	5	1.7%		
C 2h	Text Max 350 Words	Experience of incentivisation	5	1	5	1.7%		
C 2i	Text Max 500 Words	Experience of adding value to design process	5	1	5	1.7%		
C 3	Text Max 600 Words	Description of 3 projects completed over last 5 years	5	3	15	5.0%		
C 4	Text Max 350 Words	Experience of working within applied bands	5	1	5	1.7%		
C 5a	Yes/ No	Failure to Perform - contracts canceled	0	1	0	0.0%		
C 5b	Text Max 300 Words	If yes to 5a reasons	5	1	5	1.7%		
C 6a	Yes/ No	Liquidated Damages Applied	0	1	0	0.0%		
C 6b	Text Max 500 Words	If yes to 6a reasons	5	1	5	1.7%		
C 7	Yes/ No	Registered with Considerate Contractor Scheme or Equivelant	5	1	5	1.7%		
C 8	Pass/Fail	Registered with CSCS	0	1	0	0.0%		
C 9	Text Max 500 Words/Document	Disaster recover methodology	5	1	5	1.7%	105	35%
D. Management	11.67%							
D 1	Text Max 300 Words	How do you deliver your servcie	5	3	15	5.0%		
D 2a	Yes/ No	Operate ISO 9000 QA	0	1	0	0.0%		
D 2b	Text/Document	AMALGAMATED INTO QUESTION D1	0	1	0	0.0%		
D 3a	Text Max 300 Words	Explain Management structure and how it delivers	5	1	5	1.7%		
D 3b	Text Max 350 Words	Track record of delivering on time and to budget	5	3	15	5.0%		
D 4	Yes/ No	Processes for Anti competative practices ?	0	1	0	0.0%	35	12%
E. Equal Opportunities	0.00%							
E 1a	Pass/Fail	Unlawful Discrimination Employment Tribunal	0	1	0	0.0%		
E 1b	Text Max 300 Words	Summary of findings for E 1a	0	1	0	0.0%		
E 2a	Pass/Fail	Investigation Humna Rights	0	1	0	0.0%		
E 2b	Text Max 300 Words	Summary of findings for E 2a	0	1	0	0.0%		
E 3	Pass/Fail	Subcontractors for E1 & E2	0	1	0	0.0%		
E 4	Pass/Fail	Welsh Language Policy	0	1	0	0.0%	0	
F. Sustainability	25.00%							
F 1a	Yes/ No	Prosecution or Notice on Environmental Issues	0	1	0	0.0%		
F 1b	Text Max 300 Words	Details of prosecution notice under F 1a	5	1	5	1.7%		
F 2a	Yes/ No	Compliance with EPA 1990	0	1	0	0.0%		
F 2b	Text Max 300 Words	Details of prosecution notice under F 2a	5	1	5	1.7%		
F 3	Statement	Subcontractors with 1 & 2	0	1	0	0.0%		
F 4	Text Max 300 Words	Delivery of Community Benefits	5	5	25	8.3%		
F 5	Yes/ No	Accreditation to ISO 14001	5	1	5	1.7%		
F 6a	Text Max 300 Words	Steps to Reduce Carbon Footprint	5	2	10	3.3%		
F 6b	Text Max 300 Words	Approach to BREAM	5	1	5	1.7%		
F 6c	Text Max 300 Words	Processes to encourage Innovation	5	1	5	1.7%		
F 7	Text Max 200 Words	Expereince in Forecasting Waste	5	1	5	1.7%		

Evaluation Criteria Sheet								
HEADING	EVALUATION APPROACH	Short Description	ACTUAL SCORES					
PLEASE NOTE - If you Fail one or more questions, you will be eliminated from the evaluation and you will not be shortlisted to participate in the tender stage				Weighting	Maximum Score	%age individual Mark	Group Total Mark	Group Total %age
F 8a	Text Max 200 Words	Experience in contributing to Site waste management plans	5	1	5	1.7%		
F 8b	Text Max 200 Words	Expereince in evaluating recycled materials	5	1	5	1.7%	75	25%
G. Health & Safety	15.00%							
G 1a	Yes/ No	CHAS - Health and Safety Pre Qualification	0	1	0	0.0%		
G 1b	Text Max 200 Words	Details of accreditation	5	1	5	1.7%		
G 2	Text Max 350 Words	Procedure for undertakin g risk assesments	5	1	5	1.7%		
G 3a	Pass/Fail	Safety and Induction Training	0	1	0	0.0%		
G 3b	Pass/Fail	Sub Contractor Safety and Induction Training	0	1	0	0.0%		
G 4	Text	Accident incident rate	5	4	20	6.7%		
G 5a	Yes/ No	Prosecutions or notices served by HSE	0	1	0	0.0%		
G 5b	Text Max 300 Words	Details of prosecution notice under G 5 a	5	3	15	5.0%		
G 5c	Pass/Fail	Sub contractor prosecutions and notices by HSE	0	1	0	0.0%		
G 6a	Pass/Fail	Nominated competant person under H&S	0	1	0	0.0%		
G 6b	Text Max 200 Words	Name and contact details of competant person	0	1	0	0.0%	45	15%
Total	100.00%		180		300	100%	300	100%



Appendix E

**Framework Vol. 1 – Information for
Tenderers**

CYNGOR SIR CAERFYRDDIN
(ar ei ran ei hun ac Awdurdodau eraill sy'n cymryd rhan)

FFRAMWAITH CONTRACTWYR RHANBARTHOL DE-ORLLEWIN CYMRU

CYFROL 1

Cyflwyniad – Gwybodaeth I Dendrwyr

**CARMARTHENSHIRE COUNTY COUNCIL
IN ASSOCIATION WITH NEATH PORT TALBOT, PEMBROKESHIRE AND
THE CITY AND COUNTY OF SWANSEA COUNCILS**

SOUTH WEST WALES REGIONAL CONTRACTORS FRAMEWORK

VOLUME 1

Preamble – Information for Tenderers

Date: APRIL 2011



Neath Port Talbot
Castell-nedd Port Talbot
County Borough Council Cyngor Bwrdeistref Sirol



VOLUME 1 - PREAMBLE INFORMATION FOR TENDERERS

1	Introduction
2	The Counties
3	The Councils
4	Monitoring and Reporting
5	Aims and objectives
6	The Framework Agreement
7	Submissions
8	Scope
Appendix A	Indicative Workloads
Appendix B	Demographic Make up of Counties

PART 1 FRAMEWORK INFORMATION

1 Introduction

1.1 Carmarthenshire County Council in association with Neath-Port Talbot, Pembrokeshire and the City and County of Swansea Councils wishes to appoint Contractors ("The Contractor") to provide Construction Works for the delivery of Property related Construction Projects. This document provides general information to the Tenderer regarding the Authorities, together with specific information relating to the proposed Agreement for the "South West Wales Regional Contractors Framework" ("Framework Agreement") and information to be provided by the Contractor and the anticipated scope of works.

1.2 In addition to the four Authorities directly involved with the Framework a number of other Public Bodies and Organisations have noted an option to utilise the Framework for their construction projects. The full list of other organisations who may participate in the Framework is:

Mid and West Wales Fire and Rescue Services, Dyfed Powys Police, University of Wales Trinity St Davids, Llanelli Rural Council, Coleg Sir Gar, Diocese of Minevia, Diocese of St Davids, Diocese of Swansea and Brecon and the Diocese of Llandaff .

2 The Counties

2.1 The four Authorities are located in South West Wales and have a population of approximately 670 thousand covering an area of approximately 1900 square miles. The individual make up of the Counties is set out in Appendix B.

2.2 The main administrative centres for the Authorities are Carmarthen, Port Talbot, Haverfordwest and Swansea.

2.3 Carmarthenshire and Pembrokeshire are predominantly rural Counties, Neath-Port Talbot and Swansea having larger urban and industrial areas, the demographic details is set out in Appendix B. Further information on the Authorities can be found on their individual web sites.

3 The Councils

- 3.1 The Councils serve the population of South West Wales Area as Unitary Councils. Generally the contractors point of contact will be the Property or Technical Services Divisions/Departments of each Authority and details of the principal points of contact within each Authority is noted below. Projects may be commissioned by other Client Departments and the Contractor must include for liaising with the appropriate Members and Officers as determined by the individual Authority. All appointments will be in accord with the terms and processes set out in the Framework Agreement Documents.
- 3.2 The Authorities will commission works independently of each other although there will be a joint initiatives in relation to delivery and recording of performance. Authorities will determine the appropriate delivery model for each call off contract and it is anticipated that there may be a number of delivery models in being.
- 3.3 The Authorities are generally set up along similar lines although there may be some differences in the detailed Departmental roles and set up. The call off contracts will be managed by the Technical Services Departments of the Authorities and the Senior Management details are set out below:

Carmarthenshire – Head of Property Services – Phil Lumley

Neath Port Talbot – Head of Property & Regeneration - Gareth Nutt

Pembrokeshire – Head of Highways & Construction – Darren Thomas

Swansea – Head of Corporate Building & Property Services – Martin Nicholls

4 Monitoring and Reporting

- 4.1 Contractors will be expected to monitor performance and report on Project Development/Progress to each Authority commissioning Works. Details of the expected process is set out in the documents.
- 4.2 In addition to the individual operation of call off contracts by each Authority Carmarthenshire will carry out an overarching monitoring and reporting role. This role will be carried out by the Framework Manager and will operate across all participating Authorities and all Lots as contained within the Regional Frameworks Tender process.

5 Aims and Objectives

- 5.1 The aims and objectives of the Authorities period 2011 – 2014 are outlined in the Corporate Strategy details published by each Authority.

Key Issues included in the Strategies are as follows-

- Corporate Issues
- Health and Well Being
- Lifelong Learning
- The Economy
- Environment
- Resources

Further details of the Corporate Strategy are available on the websites of the Authorities.

- 5.2 The aims and objectives of the South West Wales Regional Contractors Framework is to develop a mutually beneficial contractual arrangement with Private Sector Contractors. These aims and objectives are provided below to enable tenderers to appreciate the current expectations of the participating Authorities for partnering working.

5.3 The aim of the South West Wales Regional Contractors Framework is to provide high quality Construction Works to meet the requirements of the participating Authorities whilst taking account of the principles of the 'Best Value' process and of 'Re-thinking Construction';

The objectives are as follows-

- To provide and sustain an open, co-operative and business like culture between the parties
- To integrate public and private sector skills in delivering construction projects.
- To have ready access to resources and expertise
- To develop and train a sustainable workforce to deliver construction projects in South West Wales.
- To promote continuous improvement
- To create development opportunities for employees of both private and public sectors
- To maximise the community benefits that may be developed from large construction projects within the Region.

5.4 Some of the Authorities have previous experience of Framework Agreements both for Consultants and Contractors and the South West Wales Regional Framework Contractors will be expected to feedback and contribute to enhance the working agreements between the Authorities and other external providers.

5.5 Carmarthenshire proposes setting up a number of Framework Arrangements for the Property Construction works, namely:

Lot 1 – Regional Framework serving all four Counties for Construction Works exceeding £12 million in Value – 3 No. Contractors to be appointed;

Lot 2 – East Area serving Neath Port Talbot and Swansea for Construction Works between £3.5 and £12 million – 6 No. Contractors to be appointed;

Lot 3 – West Area serving Carmarthenshire and Pembrokeshire for Construction Works between £3.5 and £12 million – 6 No. Contractors to be appointed;

- 5.6 Further Lots will also be required to deliver projects up to £3.5 million for each Authority however these will be the subject of a separate procurement process which will follow the major works procurement exercise under the current Notice.
- 5.7 Carmarthenshire already has in place a Framework Manager who is responsible for managing the existing Frameworks operating in the County, the Framework Manager will co-ordinate all appointments within the new Regional Framework and will also monitor and report on performance across all Lots within the Regional Framework. The commissioning of call off contracts will be made directly by the Authority responsible for the Project.

6. The Framework Agreement

- 6.1 The Framework Agreement is a contract arrangement for a fixed term of four years.
- 6.2 The Framework Agreement (contained in Volume 2) incorporates all of the overarching issues associated with the delivery of services over the period of the contract as well as providing for the contract terms applicable to the call off contracts.
- 6.3 Each Authority will commission Projects by issuing the Works Brief (see Volume 2 for details). The Contractor will be requested to submit a bid in response to the Works Brief, the responses will be in the form of a Project Specific Mini-Competition.
- 6.4 It is envisaged that projects may be commissioned on a two stage basis with the aim of engaging Early Contractor Involvement with a Project. The appointment of a Contractor to the first stage of a Project will not guarantee the award of the formal Works Contract. Whilst the Pre-construction Phase of a Project will be commissioned through the Works Brief, Official Orders will be issued for each Stage of the Project or for any other works or services required to fully develop the Project. An Official Order will be issued before the Contractor proceeds to the commencement of the Works Contract which will contain all relevant contract details appertaining to the specific Works Contract to be executed.

- 6.5 All costs in association with the proposals in responses to Works Briefs by mini-competition are to be borne by the Contractor. The Authority will only pay for costs as set out in Official Orders and any terms contained within the formal Contract Agreements.
- 6.6 Templates for the Contract Data and the Works Brief are provided in Schedule 5 of Volume 2 – Framework Agreement. On receipt of the completed documentation the Employer will decide whether to proceed with the scheme, and will issue the Contractor with an Official Order for the scheme which will form a “contract” between the *Employer* and the Contractor for the provision of the Works contained in the Works Brief .
- 6.7 The Contractor will be required to undertake work which requires liaising and working with other professional disciplines within the County Councils, and in particular the relevant Client Departments and representatives.
- 6.8 The range of services that may be ordered under this Framework Agreement are described in Schedule 1 of Volume 2 – Framework Agreement.
- 6.9 Details of the indicative Workloads for 2011/14 are included in Appendix A in order to give a preliminary indication of the likely volume of work which the Council may require to be undertaken by the Contractors. No guarantee of the volume of work (if any) can be given.

7. Submissions

- 7.1 Tenderers are required to complete a Bid Document for submission with their tender, comprising a ‘Quality’ element and a Financial response.
- 7.2 The Contractors proposals will be required for two separate functions;
1. Management of the Framework which will entail the general monitoring and reporting of performance and delivery of all Projects being undertaken through the Framework. The Contractor is also expected to contribute to

the development and improvement of the operation of the Framework and commissioned Projects.

2. Project specific response. Typical Projects are included within Volume 4 Bid Document for each of the Lots noted in the OJEU Contract Notice. The Contractor will submit a tender response for these Projects and this response will be assessed as set out in the Evaluation Model.
3. The Contractors Framework Tender cost in relation to Overheads and Profit for the model projects will apply to all call off contracts commissioned through the Framework for the full duration of the Framework. All other cost elements of the model projects will be subject to variation in response to each call off contract as part of the mini-competition process.

7.3 Full details of the requirements for both Framework Management and Project Response are set out in Volume 4 Bid Document.

7.4 The submissions for both Framework Management and Project Specific responses must be made as a Quality submission and a Financial submission. The Quality Submission should detail how the Tenderer proposes to deliver the Service and should **not** contain any cost details. Cost information should only be submitted in the Financial Submission.

8. **Scope**

8.1 The Employer will appoint three Contractors for Lot 1 and six Contractors for each of Lots 2 and 3 to carry out Works within each of the defined scopes of the Lots.

- 8.2 Due to the variability of work load, economic climate and availability of capital and revenue expenditure, the Councils cannot guarantee that there will be a constant workload available to any of the Framework Contractors. Projects may also be subject to Grant Funding and the Contractor must allow for compliance with the typical Terms and Conditions of External Grant Funding Bodies.
- 8.3 An indicative works volume is included within Appendix A but this is subject to variation/change.

Notice Calculation

Lot Number	Definite	Possible
1 - Regional	£37.0m	£127m
2 - East		£97.0m
3 - West	£49.3m	£70.4m
Total	£86.3m	£294.4m



Demographic Statistics

Authority	Population	Area (hectares)	Density
Carms	178,043	239,000	0.77
Pembs	117,900	164,000	0.71
Swansea	231,300	37,812	6.1
NPT	139,650	44,217	3.15
Total	666,893	485,029	2.37





Appendix F

Framework Vol. 2 – Framework Agreement

CYNGOR SIR CAERFYRDDIN
(ar ei ran ei hun ac Awdurdodau eraill sy'n cymryd rhan)

FFRAMWAITH CONTRACTWYR RHANBARTHOL DE-ORLLEWIN CYMRU

CYFROL 2

Dogfen Ymholiadau Ynghylch y Fframwaith

**CARMARTHENSHIRE COUNTY COUNCIL
IN ASSOCIATION WITH NEATH PORT TALBOT,
PEMBROKESHIRE AND THE CITY AND COUNTY OF
SWANSEA COUNCILS**

VOLUME 2

Framework Agreement

Date: APRIL 2011



Neath Port Talbot
Castell-nedd Port Talbot
County Borough Council Cyngor Bwrdeistref Sirol



DATED

20[..]

(1) CARMARTHENSHIRE COUNTY COUNCIL

AND

(2) [INSERT CONTRACTOR]

SWWRCF FRAMEWORK AGREEMENT

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 - 1.1 Framework of Contractors
 - 1.2 Scope of this Agreement
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 - 9.3 Effects of Expiry or Termination
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- 12. TRAINING AND EMPLOYMENT OPPORTUNITIES
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 - 13.3 ... Times of service
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	E	Guarantee Bond
	F	Deed of Collateral Warranty Contractor
	G	Deed of Collateral Warranty – Consultant
	H	Deed of Collateral Warranty – Sub Contractor
	I	Novation Agreement

THIS AGREEMENT IS MADE THE

BETWEEN:-

- (1) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall Carmarthen Carmarthenshire SA31 1JP including any successors in title (the “**Employer**”); and
- (2) [insert **Contractor**] **LIMITED** (registered number []) whose registered office is at [] (the “**Contractor**”).

1. INTRODUCTION AND BACKGROUND

1.1 Framework of Contractors

Following a competitive tender process and in reliance on the tenders submitted the Contractor and the Framework Contractors have been selected by the Employer as potential providers to the Employer and to the Other Authorities of Works during the Term.

1.2 Scope of this Agreement

This Agreement governs

- (a) the procedure by which contracts for the carrying out of Works may be formed;
- (b) the terms and conditions which shall apply to any such Contracts; and
- (c) the overall relationship between the Employer and the Contractor with regard to Works during the Term.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions shall have the following meanings:-

Bond	a bond in the form set out in the relevant Contract;
Collateral Warranty	a deed of collateral warranty in the form set out in the relevant Contract;
Commencement Date	[];
Confidential Information	collectively and individually any and all information whether of a technical, commercial or financial nature relating to the Employer, this Agreement, any Contract entered into between the Employer and the Contractor and/or any Works;

Contract	a contract in the form of the order set out in Schedule 5 entered into by the Employer or an Other Authority (as the case may be) and the Contractor pursuant to clause[s 3.2] ;
Contractor's TRT Method Statement	the Contractor's Targeted Recruitment and Training method statement set out at Schedule 6 Part II to this Agreement submitted by the Contractor as part of the Contractor's bid for selection onto this framework and which sets out the Contractor's minimum obligations for each of the Contracts;
DPA	the Data Protection Act 1998 and any subordinate legislation made under such 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.
FOIA	collectively the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;
Framework Contractors	those persons (other than the Contractor) with whom the Employer has entered into a framework agreement relating to the Works on terms similar to this Agreement;
Framework Manager	the competent person having experience of framework and other partnering type contracts with public authorities employed by the Contractor and appointed as the Contractor's Framework Manager pursuant to clause 4.1 or any person who replaces such person pursuant to clause 4.3;
Gateway Manager	the person appointed on behalf of the Employer pursuant to clause 4.4 or any person who replaces such person pursuant to clause 4.5;
General Change in Law	a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the carrying out of the Work.
Guarantee	a parent company guarantee in the form set out in the relevant Contract;

Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
Key Performance Indicators	the key performance indicators set out in Schedule 4;
Novation	a deed of novation in the form set out in the relevant Contract;
Other Authorities	such other local authorities within the neighbouring areas of Pembrokeshire, Neath-Port Talbot, Swansea together with Mid and West Wales Fire and Rescue Services, Dyfed Powys Police, University of Wales Trinity St. Davids, Llanelli Rural Council, Coleg Sir Gar, Diocese of Minevia, Diocese of St. Davids, Diocese of Swansea and Brecon and Diocese of Llandaff which may from time to time wish to enter into a contract with the Contractor for Works pursuant to this Agreement;
Persistent Breach	any breach which occurs on three (3) or more occasions within a 6 month period after the date on which the Employer has issued a final warning;
person	any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership (whether or not having separate legal personality);
Professional Indemnity Insurance	a policy insurance in relation to any Contract for a sum stipulated by the Employer on a Contract specific basis, in respect of each and every claim (except in respect of any claim for pollution or contamination where the cover shall be in the aggregate) to cover the Contractor's obligations relating to the Contract, the insurance to be with a reputable insurance company carrying on insurance business in the United Kingdom, not to be subject to any unusual terms or excesses having regard to the cover which is available in the insurance market to competent contractors with good claims records and who are of similar size and experience as the Contractor, to be maintained for a period of twelve years from Practical Completion of the Works under the Contract and for such period as it may have any liability to the Employer (howsoever arising), and for so long as cover remains available on commercial rates and terms to competent contractors with good claims records and who are of a similar size and experience as the Contractor.

Required Insurances	the insurances detailed in Schedule 3;
Relationship Manager	the person appointed on behalf of each of the Other Authorities to provide a coordinating role between the Other Authorities, the Employer and the Contractor or any person who replaces such person pursuant to clause 4.7;
Schedule of Staff Rates	the schedule of staff rates set out in Schedule 2 submitted by the Contractor as part of the Contractor's bid for selection onto this framework. The rates shall be fixed for the Term save that on the 1st day of December in each year commencing on 1st December 2012, the rates shall be adjusted to reflect any percentage increase in the Local Government Services Pay Award, as set out in the percentage increase current at that time. The percentage increase will be taken to the first two decimal points without any rounding up or down. The rates set out in Schedule 2 shall be deemed to be inclusive of all matters listed in Schedule 2.
Specific Change in Law	a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Employer, and which would not affect a comparable supply of services of the same or a similar nature to the carrying out of the Works.
Statutory Obligations	all relevant statutory authorities, requirements, regulations and permissions, current British or European Union Standards, any other approved criteria relevant codes of practice or other recognised best practice;
Term	the period during which this Agreement is in force pursuant to clause 5;
Works	works of the type briefly described in Schedule 1 including any pre-construction services that the Contractor may be instructed to undertake as part of the Contract and as more particularly defined in the Contract;
Working Days	any day (other than Sundays or public holidays in Wales).

2.2 Headings

The headings in this Agreement are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2.3 Joint and Several Liability

Where the Contractor comprises more than one person, references to "Contractor" shall include all persons comprising the Contractor and all obligations and warranties on the part of the Contractor under this Agreement shall be deemed to be made and undertaken by such persons jointly and severally.

2.4 Periods of Time

Any periods of time referred to in this Agreement and expressed in days or months shall refer to calendar days or calendar months (as the case may be).

2.5 References to Statutes

A reference to any statute or statutory provision shall include any subordinate legislation made under the relevant statute or statutory provision and shall be construed as a reference to such statute, statutory provision or subordinate legislation as it may have been, or may from time to time be, amended, modified or re-enacted (with or without modification);

2.6 Genders and Numbers

Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

2.7 Schedules and Clauses

References to clauses and Schedules are references to clauses of and schedules to this Agreement; the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules.

3. CONTRACTS

3.1 No Obligation

The Employer and each of the Other Authorities shall be entitled (but not required) at any time during the Term to request in accordance with the provisions of this clause 3 the Contractor to carry out Works. For the avoidance of doubt the Contractor acknowledges that neither the Employer nor the Other Authorities are under any obligation to procure any Works from the Contractor during the Term and the Employer makes no representation to that effect.

3.2 Role of Employer

The Employer has no liability to the Contractor in respect of the award process and Contracts entered into between the Contractor and the Other Authorities.

3.3 Mini Competitions

If at any time during the Term, the Employer or any Other Contracting Authority has a requirement for any Works that it considers that the Contractor or a Framework Contractor may be able to provide on the most economically advantageous basis and considers that a mini competition relating to the provision of such Works is required between the Contractor and any other Framework Contractors, the Employer or such Other Authority (as the case may be) shall issue a call for mini competition to the Contractor and such other Framework Contractors as the Employer or such Other Authority (as the case may be) considers appropriate. If the Contractor wishes to respond to such a call for mini competition it shall comply with the timescales and requirements set out in the call for mini competition.

3.4 Award of Contract Pursuant to Mini Competition

If the Employer or an Other Authority issues a call for mini competition pursuant to clause 3.3 and decides to award a Contract as a result of such mini competition such Contract shall be awarded to the person who submitted the most economically advantageous tender on the basis of the criteria set out in the call for mini competition and, where such person is the Contractor, the Contractor shall enter into a contract in respect of such works with the Employer or such Other Authority (as the case may be) in the form set out in Schedule 5.

3.5 Schedule of Staff Rates

The sums payable to the Contractor in respect of any Contract shall be based on the Schedule of Staff Rates where applicable.

3.6 Binding Contract

The issue of a Contract by way of signed purchase order to the Contractor in the form set out in Schedule 5 shall constitute a binding contract between the Employer, the Other Authorities and the Contractor for the performance of the relevant Works set out in the Contract.

4. WORKING TOGETHER

4.1 Framework Manager

Within 7 days of the date of this Agreement the Contractor shall, subject to the prior approval of the Employer, appoint an employee of the Contractor to act as the Contractor's Framework Manager.

4.2 Authority of Framework Manager

The Framework Manager shall act as the Contractor's principal contact for the purposes of this Agreement and shall have full authority to act on behalf of the Contractor for all purposes of this Agreement. Any notice, information, instruction or other communication given by or to the Framework Manager shall be deemed to have been given by or to the Contractor.

4.3 Replacement of Framework Manager

The Contractor may at any time during the Term and subject always to the prior approval of the Employer terminate the appointment of the Framework Manager and appoint a substitute.

4.4 Gateway Manager

Within 7 days of the date of this Agreement the Employer shall notify the Contractor of the person appointed by the Employer to act as its principal contact for the purposes of this Agreement.

4.5 Replacement of the Gateway Manager

The Employer shall notify the Contractor of any change in the identity of its Gateway Manager

4.6 Relationship Manager

Within 7 days of the date of this Agreement the Employer shall notify the Contractor of the persons appointed by the Other Authorities to act as the principal contact of each of the Other Authorities for the purposes of the framework.

4.7 Replacement of the Relationship Manager

The Employer shall notify the Contractor of any change in the identity of the Relationship Managers.

4.8 Agreement to Work Together

The Employer and the Contractor agree to work with each other in relation to this Agreement and each contract entered into between the parties under this Agreement in a co-operative and collaborative manner and in a spirit of mutual trust and respect. To this end, each party shall give to, and welcome from, the other party feedback on performance and shall draw the other party's attention to any difficulties and shall share information openly, at the earliest practicable time

4.9 Agreement to Work with Other Persons

The Contractor shall work with any persons engaged or appointed or employed by the Employer in connection with any works or projects or services relating to or in any way connected with the Works or any of them in a co-operative and collaborative manner.

4.10 Participation in Meetings

The Contractor shall (at the request of the Employer) participate in meetings with the Employer either with or without the Relationship Managers other persons engaged or appointed or employed by the Employer in connection with any works or projects or services relating to or in any way connected with the Works or any of them to discuss actual or potential improvements to the delivery of Works.

4.11 Effect of the failure to comply with Clauses 4.8, 4.9 and/or 4.10

In the event of any dispute between the parties, any court or adjudicator or other forum to which the dispute is referred may take into account the parties' failure to comply with clauses 4.8, 4.9 & 4.10.

5. TERM

This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of clause 9, shall end at midnight on the day immediately preceding the fourth (4th) anniversary of the Commencement Date

6. KEY PERFORMANCE INDICATORS

Throughout the Term the performance of the Contractor in relation to each Contract shall be measured against the Key Performance Indicators. The Employer shall be entitled, in its absolute discretion, to add to, amend or delete any of the Key Performance Indicators. The parties shall meet at such intervals set out by the Employer from time to time but in any event at least once in each year of the Term. The purpose of the meeting is to review the Contractor's performance in relation to the Key Performance Indicators on each Contract. The Employer shall maintain a record of all Key Performance Indicators collected in relation to each Contract and of a summary of the review meetings that take place.

7. CONTINUOUS IMPROVEMENT

During the Term and in relation to each and every Contract entered into between the Employer and the Contractor, the Contractor shall identify and achieve continuous improvement in the quality of and the way in which the Works are carried out and a reduction in the costs, wastage, construction related accidents and the time taken to deliver completed Works.

8. ASSIGNMENT AND SUB-CONTRACTING

8.1 Assignment by the Employer

The Employer shall be free to assign, novate, transfer, sub-contract or otherwise dispose of any or all of its rights and obligations under this Agreement and/or any Contract and the Contractor shall enter into such deeds of novation in respect thereof as the Employer shall reasonably require.

8.2 Assignment by the Contractor

This Agreement and any Contract are personal to the Contractor and the Contractor shall not be entitled to assign, novate, transfer, sub-contract or otherwise dispose of any or all of its rights and obligations under this Agreement .

9. TERMINATION

9.1 Termination by the Employer

Without prejudice to any other rights or remedies to which it may be entitled under this Agreement or any Contract entered into between the Employer and the Contractor or at law or in equity, the Employer may terminate this Agreement with immediate effect at any time on notice to the Contractor if any of the following occur:

- (a) any breach of the terms of this Agreement by the Contractor (other than a breach which is notified to, and remedied by, the Contractor within 10 Working Days of the notice); or
- (b) [the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (c) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies for the solvent reconstruction of that Contractor; or
- (e) an application is made to court, or an order if made, for the appointment of an administrator or is a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company); or
- (f) a floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (g) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor; or
- (h) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (i) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect

equivalent or similar to any of the events mentioned in clause 9.1.2 to clause 9.1.11 (inclusive); or

- (j) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (k) there is a change of control of the Contractor (within the meaning of section 1124 of the Corporation Tax Act 2010);
- (l) any warranty given in clause 20 (Warranties) is found to be untrue or misleading; or
- (m) in the opinion of the Employer whose opinion shall be final and binding an irreconcilable conflict of interest between the interests of the Employer and the Contractor arises or is likely to arise; or
- (n) a Persistent Breach; or
- (o) a Contract is terminated early by the Employer; or
- (p) any serious breach of a health and safety obligation under any Contract.

9.2 Termination by the Contractor

The Contractor may terminate this Agreement:

- (a) at any time by serving not less than two (2) months' prior notice on the Employer; and
- (b) following any material breach by the Employer (other than a material breach which is notified to, and remedied by, the Employer within 10 Working Days of the notice).

9.3 Effects of Expiry or Termination

- (a) Upon expiry or termination of this Agreement howsoever arising and subject always to the other provisions of this clause 9.3 all rights and obligations hereunder shall immediately cease and determine without prejudice to any rights of action then accrued under this Agreement including any rights which either party may have in respect of a claim for damages for breach by the other party of any of the terms of this Agreement.
- (b) The expiry or termination of this Agreement shall not automatically terminate any Contract in force at the date of expiry or termination unless in the case of termination of this Agreement the reason for termination of this Agreement is also a ground for the termination of such Contract and where such termination is optional such option is exercised.
- (c) The following clauses shall survive expiry or termination of this Agreement (howsoever arising): clause 11 and clause 9.3.

10. GUARANTEE, BOND, COLLATERAL WARRANTIES, NOVATION

If so required under any Contract the Contractor shall within 14 days of entering into such Contract provide or procure the provision of a Guarantee, Bond, Collateral Warranty and/or Novation.

11. REQUIRED INSURANCES

11.1 The Contractor shall within 7 days of the Commencement Date take out and thereafter maintain at all times during both the Term and where the Contract extends beyond the Term, for the term provided for in the Contract, the Required Insurances. Where the Employer instructs the Contractor to take out and maintain Professional Indemnity Insurance in relation to any Contract the term Required Insurance shall be deemed to include Professional Indemnity Insurance.

11.2 Whenever requested by the Employer, the Contractor shall provide to the Employer, copies of all insurance policies (including any variations or amendments) in relation to the Required Insurances and evidence that all premiums thereunder have been fully paid.

11.3 The Contractor shall comply on a day to day basis with the terms, conditions and limitations of the Required Insurances throughout the Term. In particular, the Contractor shall notify the Employer if any matter or element is refused insurance cover or the cover therefore is withdrawn or if there any exclusions from such cover or deductions in respect of any insured risks.

11.4 The Contractor shall not do or allow to be done anything whereby any Required Insurance may lapse or become wholly or partly void or voidable.

12. TRAINING AND EMPLOYMENT OPPORTUNITIES

12.1 TRT at Framework level

The Contractor shall actively participate in the potential for economic, social and environmental wellbeing and regeneration which results from any Contract. The Employer and the Other Authorities' outline requirements in this regard are set out in Schedule 6. The Contractor shall deliver the outputs set out in the Contractor's TRT Method Statement as part of the Contractor's obligations under any Contract. .

12.2 TRT at Contract level

The Contractor shall review and update the Contractor's TRT Method Statement and in particular to tailor the Contractor's TRT Method Statement to the specific economic social and environmental wellbeing and regeneration needs in relation to each specific Contract.

13. NOTICES

All notices required to be given under the terms of this Agreement must be given via E-mail to the SWWRCF Portal SWWRCF@carmarthenshire.gov.uk

14. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating an agency, partnership or joint venture relationship between the parties.

15. DATA PROTECTION ACT

15.1 DPA interpretation

For the purposes of this Clause, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” shall have the meaning prescribed under the DPA.

15.2 DPA general obligations

The Contractor shall (and shall procure that any of its Staff involved in the provision of this Contract) be registered under the Data Protection Act 1998 (“DPA”) and both Parties will duly observe all their obligations under the Act which arise in connection with this Agreement and any Contract.

15.3 DPA processing obligation

Notwithstanding the general obligation in Clause 15.2, where the Contractor is processing Personal Data (as defined by the DPA) as a data processor for the Employer the Contractor shall:

- (a) Process the Personnel Data only in accordance with instructions from the Employer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Contracting Authority;
- (b) comply with all applicable laws;
- (c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Agreement and under any Contract or as is required by Law or any Regulatory Body;
- (d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (e) take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- (f) obtain prior written consent from the Employer in order to transfer the Personal Data to any sub-contractor for the provision of the Works;
- (g) not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Employer;

(h) ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 15;

(i) ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Employer;

(j) not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Employer or in compliance with a legal obligation imposed upon the Employer; and

15.4 Notification of request or complaint

Notify the Employer (within [five] Working Days) if it receives:

(a) a request from a Data Subject to have access to that person's Personal Data; or

(b) a complaint or request relating to the Employer's obligations under the DPA;

15.5 Continuance of obligations

The provisions of this Condition shall apply during the continuance of this Agreement and any Contract and indefinitely after their respective expiry or termination.

16. FREEDOM OF INFORMATION ACT (FOIA)

The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and shall assist and co-operate with the Employer (at the Contractor's expense) to enable the Employer to comply with its Information disclosure requirements.

The Contractor shall and shall procure that its sub-contractors shall:

(a) transfer any Request for Information to the Employer as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;

(b) provide the Employer with a copy of all Information in its possession or power in the form that Employer requires within 7 Working Days (or such other period as the Employer may specify) of the Employer requesting that Information; and

(c) provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance set out in the FOIA

The Employer shall be responsible for determining at its absolute discretion whether any Information

- (i) is exempt from disclosure in accordance with the provisions of the FOIA; and
- (ii) is to be disclosed in response to a Request for Information

and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Employer.

The Contractor acknowledges that the Employer may be obliged under the FOIA to disclose Information:

- (iii) without consulting with the Contractor, or
- (iv) following consultation with the Contractor and having taken its views into account

Without prejudice to the provisions of this clause 15, the Contractor shall ensure that all information produced in the course of this Agreement or any Contract between the parties or relating to this Agreement or any Contract is retained for disclosure and shall permit the Employer to inspect such records as requested from time to time.

17. EQUAL OPPORTUNITIES

- 17.1 Without prejudice to the Contractor's obligations to undertake the Works in accordance with all the Statutory Obligations, the Contractor shall at all times during the Term and for the term of each of the Contracts operate an equal opportunities policy that complies with the statutory obligations set down in the Equality Act 2010 and such provisions of the following statutes that have not been amended or repealed by the Equality Act 2010 : Race Relations Act 1976, the Race Relations (Amendment Act) 2000, Equal Pay Act 1970 and 1983, Sex Discrimination Act 1976 and 1986 and the Disability Discrimination Act 1995, Maternity and Paternity Leave etc Regulations 1999. Protection from Harassment Act 1997, Human Rights Act 1998 and the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and it shall not treat one group of people less favourably than others because of their colour race nationality ethnic origin gender sexual orientation disability age or religion in relation to decisions to recruit train or promote staff.
- 17.2 The Contractor shall take all reasonable steps to ensure that all agents and sub-contractors or sub-consultants engaged in the delivery of the Works pursuant to any Contract between the parties do not unlawfully discriminate and comply with the provisions equivalent to those set out in this clause.

18. CONFIDENTIALITY

- 18.1 The Contractor shall:
 - (a) keep the Confidential Information confidential;
 - (b) not use the Confidential Information otherwise than for the purposes of this Agreement and the relevant Contracts between the parties; and
 - (c) disclose the Confidential Information only on a need to know basis and in confidence to those of its employees who require knowledge

thereof for the purposes of this Agreement and/or the relevant Contracts between the parties and who are subject to obligations of confidentiality to the Contractor [and in confidence to those of its professional advisors and/or auditors who are required to provide advice in respect of this Agreement and/or any Contract between the parties].

- 18.2 The restrictions on disclosure contained in clause 18.1(c) shall not apply to information which is in the public domain at the date of disclosure or which subsequently enters the public domain otherwise than as a consequence of any unauthorised disclosure, act or omission by the Contractor, its employees, its professional advisers or auditors. For the purposes of this clause 18.2, Confidential Information shall not be considered to be in the public domain merely because parts of it are known or because it is known to a few people but is not generally freely available.
- 18.3 No announcement concerning the existence or subject matter of this Agreement, any Contract between the parties or any ancillary matter shall be made by the Contractor at any time except as required by law or by any legal or regulatory authority or with the prior written approval of the Employer.
- 18.4 The Contractor shall not take any photograph film tape or other recording of any Works or publish the same without the Employer prior written consent.

19. ENTIRE AGREEMENT

With the exception of the Contractor's tender representations and statements made fraudulently, this Agreement and any and all Contracts between the parties set out the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations representations and undertakings all previous agreements between the parties relating to the subject matter of this Agreement.

20. VARIATIONS

No modification or alteration to the terms of this Agreement shall have effect unless the same is agreed in writing and signed by a duly authorised representative of each of the parties.

21. PROCUREMENT ON BEHALF OF EMPLOYER

Where the Contractor is required to secure the provision of goods and services (including equipment) on behalf of the Employer or as an element of any Contract this shall be effected in accordance with

- (a) any terms instructed by the Employer to comply with the Employer's Financial Regulations; and
- (b) the terms of this Agreement.

22. WARRANTIES

- 22.1 The Contractor warrants to the Employer as follows:

- (a) it has the power to enter into and perform its obligations under this Agreement and any and all Contracts;
 - (b) it is not under any obligation to any person whether express or implied which would or might conflict with the full and proper performance of its obligations under this Agreement and any and all Contracts; and
 - (c) any and all information provided to the Employer by the Contractor in connection with the Employer's tender process in respect of this Agreement prior to the Commencement Date is true, complete and accurate and is not misleading in any respect
- 22.2 Each of the warranties set out in clause 22.1 shall be interpreted and construed as a separate warranty and shall not be limited or restricted by reference to any other warranty or any other provision of this Agreement or of any Contract and shall be deemed to have been repeated by the Contractor at the date of execution of each and every Contract.

23. CORRUPT GIFTS AND COLLUSION

- 23.1 In relation to this Agreement or any Contract between the parties the Contractor shall not give nor offer to give any gift or consideration of any kind whatsoever as an inducement or reward to any employee or agent of the Employer. The Contractor shall not take any gift or consideration from any other contractor or consultant with an interest in this Agreement any Contract or any Works.
- 23.2 The Contractor warrants that it has not breached and will not breach any competition law and has not colluded nor unlawfully collaborated with any person.

24. NO WAIVER

No delay by either party in exercising, or failure by either party to exercise, any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that or any other right, power or remedy; or affect the other terms of this Agreement or the relevant Contract between the parties (as applicable). The single or partial exercise of any right, power or remedy provided by law or under this Agreement or any Contract between the parties shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy. A waiver of any breach of or default under this Agreement or any Contract between the parties shall not constitute a waiver of any other breach or default and will not prevent a party from subsequently requiring compliance with the waived obligation.

25. DISPUTE RESOLUTION

25.1 Notification

As soon as any party is aware of any difference or dispute with the other party arising out of, or in connection with, this Agreement which does not fall to be dealt with under a Contract between the parties, it shall give notice to the other party.

25.2 Negotiation

The parties shall endeavour to resolve any difference or dispute by direct negotiation in good faith between senior executives and each party shall give serious consideration to a request by the other party to refer a difference or dispute to mediation.

25.3 Adjudication

Any disputes arising under or in connection with this Agreement may be referred by either party to adjudication in accordance with the Scheme for Construction Contracts at any time. In the absence of agreement between the parties as to the choice of adjudicator, the adjudicator shall be appointed by the Chairman for the time being of the Technology and Construction Solicitors Association or his nominated representative.

25.4 Litigation

The decision of any adjudicator shall be binding on and implemented by the parties pending any final determination of the relevant dispute by the courts of England & Wales, applied in Wales.

26. JURISDICTION & GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales as applied in Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales

27. CHANGE IN LAW

27.1 No release

The Contractor shall neither be relieved of its obligations under this Agreement nor to carry out the Works under any Contract nor be entitled to an increase in the charges as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Works is known at the Commencement Date.

27.2 Notification

If a Specific Change in Law occurs or will occur during the Term (other than those referred to in Clause 25.1), the Contractor shall notify the Employer of the likely effects of that change, including:

- (a) whether any change is required to the Works, the Schedule of Staff Rates, or any prices under any Contracts; and
- (b) whether any relief from compliance with the Contractor's obligations is required, including any obligation to achieve any milestones or to meet any of its obligations at any time.

27.3 Mitigation

As soon as practicable after any notification in accordance with Clause 27.2 the Parties shall discuss and agree the matters referred to in that Clause and any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:

- (a) providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its subcontractors;
- (b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
- (c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Works; and
- (d) demonstrating that any expenditure that has been avoided has been taken into account in amending the Schedule of Staff Rates and any prices under any Contract.

28. RIGHTS OF THIRD PARTIES

This Agreement is not intended to confer any benefit on any third party nor are any of its terms intended to be enforced by any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall accordingly not apply.

EXECUTED AS A DEED by the

EMPLOYER by the affixing of its Common Seal

in the presence of:-

Authorised Signatory

EXECUTED AS A DEED by the

CONTRACTOR acting by :-

Director

Director/Secretary

[OR

EXECUTED AS A DEED by the

CONTRACTOR acting by :-

Director

In the presence of

Witness signature

Witness Name

Witness Address

Schedule 1 WORKS

[Select the appropriate lot and delete the reference to the others]

[Lot 1 – Regional Property Construction Projects Over £12 million in Value.

Tier 1 Construction Works value £12million and over for the whole region to comprise of Neath Port Talbot County Borough Council, City and County of Swansea, Carmarthenshire County Council and Pembrokeshire County Council.

The works will comprise the instruction, design and construction activities in relation to schools and any other public buildings. The contracts allocated under the framework may include refurbishment and/or new build and may involve single site projects or groups of sites including groups involving more than one authority.

Lot 2 – East Division Regional Property Construction Projects between £3.5 and £12 million in Value.

Tier 2 East Area Construction Works value £3.5 to £12million for the whole region to comprise of Neath Port Talbot County Borough Council, City and County of Swansea.

The works will comprise the instruction, design and construction activities in relation to schools and any other public buildings. The contracts allocated under the framework may include refurbishment and/or new build and may involve single site projects or groups of sites including groups involving more than one authority.

Lot 3 - West Division Regional Property Construction Projects between £3.5 and £12 million in Value.

General Description:

Tier 2 Construction Works value £3.5 to £12million for the whole region to comprise of Carmarthenshire County Council and Pembrokeshire County Council

The works will comprise the instruction, design and construction activities in relation to schools and any other public buildings. The contracts allocated under the framework may include refurbishment and/or new build and may involve single site projects or groups of sites including groups involving more than one authority.]

Schedule 2 SCHEDULE OF STAFF RATES

[This is to be the completed Schedule of Staff Rates submitted by the selected Contractor in response to the form set out in the completed Volume 4 at ITT stage]

Schedule 3 REQUIRED INSURANCES

The Contractor shall take out and maintain the following insurances in the following minimum amounts:

Employer's Liability Insurance:

A policy of employer's liability insurance for the benefit of the Insured Parties in respect of personal injury illness disease or death of any persons under a contract of employment with the Contractor arising out of and in the course of such person's employment.

Limit of Liability: £5m each and every claim

Insured Parties: include the Contractor and the Employer

Public Liability Insurance:

A policy of public liability insurance for the benefit of the Insured Parties covering legal liability in respect of personal injury to or death of third parties and/or loss or damage to third party property arising out of or in connection with the Contractor's performance of each and every Contract between the parties.

[for Lot 1]

Limit of Liability: £10m each and every claim

[for Lots 2 & 3]

Limit of Liability: £5m each and every claim

Insured Parties: include the Contractor and the Employer

Contractor's All Risk Insurance

A policy of "all risks" insurance for the benefit of the Insured Party covering legal liability in respect of physical loss or damage to any permanent and temporary works plant and materials, equipment and all other property used in connection with the Works.

Limit of Liability: £10 million each and every claim

Insured Parties: Include the Contractor and the Employer.

Schedule 4 KEY PERFORMANCE INDICATORS

PART 1 THE INDICATIVE KPI'S APPLICABLE TO THE CONTRACTOR

	Indicator	Purpose	Measurement (Using a 1:10 scale where 10 is totally satisfied and 5/6 is neither satisfied nor dissatisfied and 1 is totally dissatisfied)	Score	Benchmark
A	Collaborative Working	[To measure the impact of how collaborative working adds value]	How satisfied is the Employer with the performance of the Contractor and its sub-Contractors in contributing to a collaborative culture of openness and sharing information?		
B	Cost Predictability	To measure the capability of achieving actual outturn costs within projected outturn costs	How satisfied is the Employer with the achievement of actual outturn costs within projected outturn costs		
C	Quality	To measure the quality of the Works delivered at the completion date	How satisfied is the Employer with the overall performance of the Contractor.		
D	Health & Safety	To measure and reduce/eliminate the number of accidents/hazards on site	How satisfied is the Employer with the reduction/elimination of the number of accidents/hazards on site and in the carrying out of the works.		
E	Sustainability & Waste	To measure and reduce/eliminate the amount of waste to landfill and generally	How satisfied is the Employer with the performance of the Contractor with [set out Employer's expectation levels for achieving its sustainability criteria and its reduction and management of		

			waste] [WRAP]		
F	Targeted Recruitment & Training	To measure the economic, social and environmental wellbeing and regeneration outputs offered by the Contractor	How satisfied is the Employer with the type, quality and frequency of TRT being delivered by the Contractor to the Employer		

Schedule 5 CONTRACT DATA

PART 1 - DATA PROVIDED BY THE EMPLOYER

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all

contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option [A, B, C, D]¹ dispute resolution Option W2 and secondary Options X5, X7, X16² and Z1 to Z10³ of the NEC3 Engineering and Construction Contract (June 2005) with amendments dated June 2006.
- The *Works* are
.....
- The Employer is
Name : [insert name of Employer], its
successors and assignees
Address : [insert address and postcode]
- The Project Manager is
Name
Address
.....
- The Supervisor is
Name [NOT USED]
Address
- The *Adjudicator* is [the Adjudicator nominated by the Adjudicator Nominating Body
Name

¹ Delete as appropriate and then delete this footnote.

² Insert secondary options as required on a project by project basis, then delete this footnote.

³ Amend, depending upon which Z clauses actually adopted and then delete this footnote.

Address
.....]

- The Works Information is in
.....
- The Site Information is in
.....
.....
.....
- The *boundaries of the site* are
- The language of this contract is English
- The *law of the contract* is the law of England & Wales as applied in Wales
- The *period for reply* is [two (2)] weeks.
- The *Adjudicator nominating body* is the Chairman for the time being of the Technology and Construction Solicitors Association or his nominated representative.
- The *tribunal* is [litigation]
- The following matters will be included in the Risk Register, [the form of which appears at Appendix []]
.....
.....
.....

3 Time

- The *starting date* is.....
- The access dates are

Part of the Site	Date
1	
2	
3	
- The *Contractor* submits revised programmes at intervals no longer than

..... weeks.

4 Testing and Defects

- The *defects date* is [fifty two (52)] weeks after Completion of the whole of the *works*.
- The *defect correction period* is [four (4)] weeks except that
- The *defect correction period* for is..... weeks
- The *defect correction period* for is weeks.

5 Payment

- The currency of this contract is pounds sterling
- The *assessment interval* is [four (4)] weeks (not more than five).
- The *interest rate* is [two (2)]% per annum above the base rate of Bank of England

6 Compensation events

- The place where weather is to be recorded is
- The *weather measurements* to be recorded for each calendar month are
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at.....hours GMT
 - and these measurements:

.....
.....
.....

7 Weather

- The *weather measurements* are supplied by.....
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at

and which are available from Met Office Sutton House
London Road Bracknell RG12 2SY

[Where no recorded data are available]

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are

.....

[Not used]

.....

.....

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *Works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is [ten million pounds (£10,000,000)]
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is [ten million pounds (£10,000,000)]
- [Minimum limit of indemnity for insurance in respect of claims made against the *Contractor* arising out of his failure to use the skill and care normally used by professional providing services similar to those included in the *Works* is two million pounds (£2,000,000).]
- [The minimum limit of indemnity for insurance in respect of a failure by the Contractor to use skill and care to be expected of a competent design and build contractor and competent professional designer for at least [£5m] each and every event without limit on the number of claims for a period of 12 years from the completion date.]

Optional Statements

[If the tribunal is arbitration]

- The *arbitration procedure* is.....
NOT USED.....
- The place where arbitration is to be held is
.....
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who

selects an arbitrator is

.....

If the Employer has decided the Completion Date for the whole of the works

- The *Completion Date* for the whole of the *works* is

.....

If the Employer is not willing to take over the works before the Completion Date

- The *Employer* is not willing to take over the *works* before the Completion Date.

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

- The *Contractor* is to submit a first programme for acceptance withinweeks of the Contract Date.

If the Employer has identified work which is to meet a stated condition by a key date

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
----------------------------	-----------------

1	
---	-------

2	
---	-------

3	
---	-------

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

- The period within which payments are made is.....

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is

If there are additional compensation events

- These are additional compensation events

1	
---	-------

2	
---	-------

3

If there are additional Employer's risks

- These are additional *Employer's* risks

1

2

3

If the Employer is to provide Plant and Materials

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

.....

If the Employer is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table

1. Insurance against

Cover/indemnity is.....

The deductibles are.....

2. Insurance against.....

Cover/indemnity is.....

The deductibles are.....

3. Insurance against.....

Cover/indemnity is.....

The deductibles are.....

If additional insurances are to be provided

- The *Employer* provides these additional insurances

1. Insurance against.....

Cover/indemnity is.....

The deductibles are.....

2. Insurance against

Cover/indemnity is

The deductibles are

3. Insurance against

Cover/indemnity is.....

The deductibles are

- The *Contractor* provides these additional insurances

1. Insurance against

Cover/indemnity is

2. Insurance against

Cover/indemnity is

3. Insurance against

Cover/indemnity is.....

If Option B or D is used

- The method of measurement is
amended as follows
.....
.....

If Option C or D is used

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

share range	Contractor's share percentage
-------------	-------------------------------

less than%	 %
------------------	---------

from % to %	 %
-------------------------	---------

from % to %	 %
-------------------------	---------

greater than %	 %.
----------------------	----------

If Option C,D, [E or F] is used

- The *Contractor* prepares forecasts of Defined Cost for the *works* at intervals no longer than weeks.

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

**Price
adjustment for
inflation**

[If Option X1 (Price Adjustment for Inflation) is used

- The proportions used to calculate the Price Adjustment Factor are

0. linked to the index for

0.

0.

0.

0.

0.

0.

0. non-adjustable

1.00

- The *base date* for indices is.....
- The indices are those prepared by]

**Sectional
Completion**

[If Option X5 is used

- The completion date for each section of the works is

<i>section</i>	<i>description</i>	<i>completion date</i>
1		
2		
3		
4		]

**Bonus for early
completion for
each section**

[If Options X5 and X6 are used together

- The bonus for each *section* of the *works* is

<i>Section</i>	<i>description</i>	<i>amount per day</i>
1		
2		
3		
4		

Remainder of the works

.....]

Delay damages for each section [If Options X5 and X7 are used together

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1		
2		
3		
4		

Remainder of the *works*]

Bonus for early completion for whole of the works [If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the *works* is..... per day.]

Delay damages for whole of works If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the *works* are per day.

Partnering Option X12 is not used

- The *Client* is
Name
Address
.....
- The Client's objective is
.....
- The Partnering Information is in
.....]

Performance Bond Option X13 is not used

- The amount of the performance bond is

Advanced Payment to the Contractor [If Option X14 is used

- The amount of the advanced payment is.....
- The *Contractor* repays the instalments in assessments starting not less than weeks after the Contract

Date.

- The instalments are

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

- An advanced payment bond is/is not ⁴required.]

Retention

If Option X16 is used

- The *retention free amount* is.....
- The *retention percentage* is %.

Low performance damages

If Option X17 is used

- The amounts for low performance damages are
amount performance level
..... for
..... for.....

Limitation liability

of Option X18 is not used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to.....
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited.....
- The *end of liability date* is years after the Completion of the whole of the *works*.]

Key Performance Indicators

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in

⁴ Delete as appropriate then delete this footnote.

- A report of performance against each Key Performance Indicator is provided at intervals of months.

The Contracts (Rights of Third Parties) Act 1999

Option Y(UK)3 is not used

- term person or organisation
-
-
-]

Additional Conditions of Contract

If Option Z is used

- The *additional conditions of contract* set out at [] are part of this contract.

PART 2 DATA PROVIDED BY THE CONTRACTOR

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The Contractor is
Name
Address
.....
- The *direct fee percentage* is %.
- The *subcontracted fee percentage* is %.
- The *working areas* are the Site and
- The key people are
(1) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
(2) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
- The following matters will be included in the Risk Register
.....
.....

**Optional
statements**

If the Contractor is to provide Works Information for his design

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

.....

.....

.....

.....

.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

If the Contractor is to decide the completion date for the whole of the works

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

If Option A or C is used

- The *activity schedule* is

If Option B or D is used

- The *bill of quantities* is

If Option A, B, C or D is used

- The tendered total of the Prices is

[If Option F is used

- Work which the *Contractor* will do himself is

activity

price(lump sum or unit)

.....	
.....	
.....	]

**Data for
Schedule of Cost
Components**

If Option A or B is used

- The percentage for people overheads is %.
- The published list of Equipment is the last edition of the list published by.....
- The percentage for adjustment for Equipment in the published list is.....% (state plus or minus)
- The rates for other Equipment are

Equipment	size or capacity	rate
-----------	------------------	------

.....		
.....		
.....		
.....		

- The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
----------------------	-------------

.....	
.....	
.....	
.....	

- The percentage for design overheads is%.
- The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are

.....

.....

.....

.....

**Data for
Schedule of Cost
Components**

If Option C, D or E is used

- The listed items of Equipment purchased for work on this contract, with an on cost charge, are

Equipment	time-related charge	per time period
-----------	---------------------	-----------------

.....		per
.....		per

..... per

..... per

- The rates for special Equipment are

Equipment	size or capacity	rate
.....		
.....		
.....		
.....		

- The percentage for Working Areas overheads is %.

- The hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas are

category of employee	hourly rate
.....	
.....	
.....	
.....	

The percentage for manufacture and fabrication overheads is %.

**Data for both
schedules of
cost components**

If Option C,D or E is used

- The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....	
.....	
.....	
.....	

- The percentage for design overheads is %.

- The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside of the Working Areas

are

.....

.....

.....

**Data for the
Shorter Schedule
of Cost
Components**

If Option C, D or E is used

- The percentage for people overheads is%.
- The published list of Equipment is the last edition of the list published by
.....
- The percentage for adjustment for Equipment in the published list is
 -
% (state plus or minus).
- The rates for other Equipment are

Equipment	size or capacity	rate
.....		
.....		
.....		
.....		

OPTION Z ADDITIONAL CONDITIONS OF CONTRACT AND AMENDMENTS TO CONDITIONS OF CONTRACT

The contract shall be amended as set out below.

1 General

Clause 11 Identified and defined terms

Insert the following definitions:

Clause 11(23) Defined Cost

Retain the existing text and at the end of the definition add the following words:

“and the Contractor shall at all times present information on Defined Cost to the Project Manager and Employer in the form of the Exemplar Cost Schedule set out at Appendix C

Clause 11(24) Disallowed Cost

Retain the existing text and at the end of the definition add the following words:

“including the examples of Disallowed Cost set out in the Exemplar Cost Schedule at Appendix C which shall be a non-exhaustive list and the Contractor shall at all times present information on Defined Cost to the Project Manager and Employer in the form of the Exemplar Cost Schedule set out at Appendix C

Clause 11.2 (34) Designated Subcontractors

means those sub-contractors appointed by the *Contractor* that have a design responsibility;

Clause 11.2 (35) Professional Team

means any project manager employer's agent, CDM coordinator, architect quantity surveyor structural engineer mechanical and electrical services engineer and other professional advisers whose services are from time to time appointed by the *Contractor* and references to a 'member of the Professional Team' shall be construed accordingly;

Clause 11.2 (37) Contractor's TRT Method Statement

means the Contractor's Targeted Recruitment and Training method statement set out at Schedule 6 for this Contract;

Clause 11.2(40) Intellectual Property Rights

means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether

registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

Clause 11.2(41) Pre-Construction Fee

means the fixed fee set out in the purchase order to be paid by the Employer to the Contractor for the performance of all relevant Pre-Construction Services in relation to the Contract;

Clause 11.2(41) Pre-Construction Services

means such of the services as are set out in the Works Brief (brief particulars of which are attached at Appendix B together with any additional services agreed by the parties and where reference is made to the Works in the Contract, such reference shall at all times be deemed to include the Pre-Construction Services;

Clause 12 Interpretation and the law

Amend sub-clause 12.1: At the end of the clause remove the full stop and add “and any references to any statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it.”

Clause 14 The Project Manager and the Supervisor

Add the following clause:

Clause 14.5 No inspection testing approval or review nor any omission to inspect test approve or review on the part of the *Employer* is to diminish any duty or liability hereunder of the *Contractor*.

2 The Contractor's Main Responsibilities

Clause 20.5 Insert new clause 20.5:

"Save to the extent obliged to do otherwise under or pursuant to the contract, the *Contractor* will not specify for use and use reasonable skill, care and diligence to ensure that Subcontractors and/or consultants (including but not limited to the Professional Team) do not specify for use in the Works any materials or substances which at the time of specification are not approved or not recommended or are identified as being deleterious, in the particular circumstances in which they are specified for use. If the *Contractor* becomes aware that any such materials are being used or specified in relation to the works the *Contractor* will notify the *Project Manager* in writing as soon as practicable

Clause 21.1 Delete clause 21.1 and replace with the following:

"The *Contractor* accepts and shall be fully responsible for the design of the Works including all designs contained in the *Works Information*, and any design(s) which the *Contractor* prepares or has prepared or has caused or shall cause to be prepared or issued by the Professional

Team or any Subcontractors."

Clause 21.2 Delete clause 21.2 and replace with the following:

The *Contractor* will submit the particulars of his design of the elements of the *Works* set out in the design approval procedure in the Works Information.

Clause 21.4 Insert the following new clause:

The *Contractor* warrants to the *Employer* that it has complied, and will at all times comply, with the terms of this contract and any specifications or requirements included or referred to in this contract and that it has exercised, and will continue to exercise, the degree of skill, care and diligence reasonably to be expected of a competent contractor, and (to the extent that the *Contractor* is responsible for any design under this contract) the degree of skill, care and diligence reasonably to be expected from a competent professional designer or combination of designers, holding himself or themselves out as being competent to carry out the construction and design of the Works.

6 Compensation Events

Delete existing sub-clause 60.3 and replace with: The *Employer* gives no warranty and makes no representation as to the accuracy or completeness of the Site Information. In so far as the *Contractor* relies on the Site Information he does so at his own risk.

Amend sub-clause 60.4: Add new Clause 60.4:
If an event is included as a *Contractor's* risk in the Risk Register it is not a compensation event.

Clause 60.1(10) At the end of Clause 60.1(10) add the following
"or unless the *Employer* had reasonable grounds based on a previous search in the same *section* revealing that materials goods or work of a similar nature in the same *section* were not in accordance with the *contract* for suspecting that such materials goods or work were not in accordance with this *contract*."

Clause 60.1(12) Delete this clause.

Clause 60.1(19) Delete this clause.

Clause 60.3 Delete this clause.

9 Termination

Clause 91 Reasons for termination

Clause 91.1 Delete the line that commences "had an administration order made against it (R8)" and replace it with the following

" an application is made to court against it, or an order if made, for the appointment of an administrator or where there is a notice of intention to appoint an administrator given or if an administrator is appointed over

the Contractor (being a company) (R8)”

Clause Z2

PARENT COMPANY GUARANTEE AND BOND

Insert a new additional condition of contract as follows:

Z2 It is a condition precedent to the obligation of the *Employer* to pay any sums under this Contract that the *Contractor* has provided to the *Employer* those collateral warranties then due under additional condition Z3 and:

- (a) delivered to the *Employer* an executed parent company guarantee in the form set out in Appendix D to this contract duly executed as a deed by the *Contractor's* ultimate parent;
- (b) delivered to the *Employer* an executed bond in the form set out in Appendix E to this contract by a surety approved in its absolute discretion by the *Employer*.”

Clause Z3

COLLATERAL WARRANTIES

Insert a new additional condition of contract as follows:

Z3.1 "At the request of the *Employer*, whether before or after the completion of the Works, the *Contractor* shall execute as deeds and deliver to the *Employer*, within twenty-one days of any such request any or all of the following one or more deeds of warranty in the form set out in Appendix F to this contract with such amendments as the *Employer* may reasonably require in favour of:

- (a) a party or parties purchasing the premises comprising the works or any part thereof;
- (b) a party or parties taking, a lease of the premises comprising the works or any part thereof;
- (c) a party or parties providing finance to the *Employer* in connection with the works, or any such purchaser or lessee of any part of the works; and
- (d) the *Employer* or its successors, in the event the *Employer* or its successor assigns or novates this contract.

Z3.2 *The Contractor*, when requested by the *Employer* procures that any Subcontractor with a design responsibility employed by it in relation to this contract, whether before or after the completion of the works, executes as a deed in the form set-out in Appendix H to this contract with such amendments as the *Employer* or its successor may reasonably require and delivers to the *Employer* within a further twenty one days of any such request the deed to be in favour of the *Employer* or its successor, and any person:

- (a) purchasing the premises comprising the works or any part thereof;
- (b) taking a lease of the premises comprising the works or any part thereof; and
- (c) providing finance to the *Employer* in connection with the works, or any such purchaser or lessee of any part of the works.

Z3.3 The *Contractor* procures that in relation to the any member of the Professional Team engaged by it or novated to it to design any part of the works, whether before or after completion of the works, executes as a deed and delivers to the *Employer* or its successor a deed of warranty in the form set out in Appendix G to this contract with such amendments as the *Employer* or its successor reasonably requires within a further twenty-one days of such request, the deed to be in favour of the *Employer* or its successor, and any person:

- (a) purchasing the premises comprising the works or any part thereof;
- (b) taking a lease of the premises comprising the works or any part thereof; and
- (c) providing finance to the *Employer* in connection with the works, or any such purchaser or lessee of any part of the works.

Z3.4 If the *Contractor* fails to execute and deliver any such deed pursuant to additional condition Z3.1 above, within a further seven days of the *Employer's* final request, the *Employer* may execute such deed on the *Contractor's* behalf, and the *Contractor* hereby appoints the *Employer* as the *Contractor's* attorney for the purpose of executing any such deed and the *Contractor* agrees to ratify and confirm any act done by the *Employer* pursuant to this power of attorney, and agrees that this power is irrevocable pursuant to Section 4, Powers of Attorney Act 1971."

Clause Z4

NOVATION

Insert a new additional condition of contract as follows:

Z4 If requested by the *Employer*, the *Contractor* shall within 7 days of the request, execute as deeds and deliver to the *Employer* deeds of novation in the form set out at Appendix I of the appointment of the architect and the engineer or any other consultant in the *Employer's* professional team."

Clause Z5

CONTRACTOR'S TRT METHOD STATEMENT

Z5.1 The Contractor shall actively participate in the potential for economic, social and environmental wellbeing and regeneration resulting from this Contract and agrees to deliver the Contractor's TRT Method Statement at the times and in the manner set out therein.

Z5.2 The Contractor agrees to review and update the Contractor's TRT

Method Statement throughout the course of the Contract in discussions with the Employer and Project Manager.

Clause Z6

CONTRACTOR'S CONSULTANTS AND SUBCONTRACTORS

Z12.1 The *Contractor* shall forthwith upon execution thereof provide the *Employer* with a copy of the:

Z12.1.1 deed of appointment (the terms of which shall have been previously approved in writing by the *Employer*) entered into with any consultant the *Contractor* may retain to provide design services to the *Contractor* in relation to the Works; and

Z12.1.2 the subcontract entered into with any Subcontractors with design responsibility. Z12.2 If the *Contractor* shall terminate the appointment of the consultant or Designated Subcontractor referred to in Z12.1 above, the *Contractor* shall forthwith give notice in writing to the *Employer* of such event and as soon as practicable appoint or employ a substitute to be approved by the *Employer* such approval not to be unreasonably withheld or delayed. The *Contractor* shall procure the execution by such substitute of deeds of warranty on like terms to those provided in additional condition Z3 (as the case may be) upon the appointment of any such substitute and deliver the same forthwith to the *Employer*.

Clause Z7

PROFESSIONAL INDEMNITY INSURANCE

Insert a new additional condition of contract as follows:

"Z13.1 Without prejudice to the *Contractor's* obligations under this contract or otherwise at law, the *Contractor* undertakes and warrants that it forthwith procures and maintains at its own cost professional indemnity insurance for a sum not less than [£5,000,000 to £10,000,000] in respect of each and every claim to cover the *Contractor's* obligations relating to this contract.

Z13.2 The insurance is to be with a reputable insurance company carrying on insurance business in the United Kingdom, not subject to any unusual terms or excesses having regard to the cover which is available in the insurance market to competent contractors with good claims records and who are of similar size and experience as the *Contractor*.

Z13.3 The insurance is maintained by the *Contractor* for a period of twelve years from the Completion Date and for such period as the *Contractor* has any liability to the *Employer* (howsoever arising), and for so long as cover remains available on commercial rates and terms to competent contractors with good claims records of a similar size and experience as the *Contractor*.

Z13.4 The *Contractor* produces to the *Employer* on demand (but not less than once in any period of 12 months) reasonably satisfactory evidence that the insurance required is in force, and in any event

notifies the *Employer* as soon as reasonably practicable upon its inability to obtain cover, or the cancellation of the insurance, or its inability to renew the insurance.

Z13.5 In respect of a claim by or on account of the *Employer*, the *Contractor* holds any such money received from such insurance (except for the *Contractor's* legal costs in respect of that particular claim) on trust for the *Employer*, and does not make any deduction from those monies without first obtaining the *Employer's* consent in writing."

Clause Z8

PROMPT PAYMENT

Z14.1 In order that the *Project Manager* can assess the amount due at each assessment date, the *Contractor* shall provide to the *Employer* such written proof of payment of the amount that the *Contractor* has notified that the any Subcontractor is due for payment in accordance with the Subcontracts of Designated Subcontractors in relation to any previously certified amounts and in a manner that the *Project Manager* shall so require.

Z14.2 In the event that the *Contractor* fails to provide such written proof of payment within and at the time of each and every assessment date ("the Discrepant Application") it shall be a condition precedent to the *Contractor's* entitlement to payment of the value of the relevant Designated Subcontractor's work in that interim assessment, in relation to any further assessments that the *Project Manager* may undertake that such written proof of payment is provided to the satisfaction of the *Project Manager*. Once the *Contractor* has satisfactorily provided such proof of payment the value of the relevant Designated Subcontractor's work shall, subject to the terms of this Contract, become due in the next assessment by the *Project Manager*.

Clause Z9

BREEAM

The *Contractor* shall carry out and complete the design and construction of the Works under this Contract in accordance with the [insert the version of BREEAM relevant] and in accordance with the process and rating set out in the Works Information.

Clause Z10

Pre-Construction Services

Agreeing Pre-Construction Services

Z10.1 As a condition to the commencement of this Contract, the Employer shall agree with the Contractor:-

- (a) the Pre-Construction Fee;
 - (b) (in conjunction with the Professional Team) a programme for the carrying out of the Pre-Construction Services and the Works, including a date for commencement and a completion date, which shall be based on the target programme provided to the Contractor by the Employer in reasonable time prior to the entry into the relevant agreement for Pre-Construction Services; and
- 4.2 the precise Pre-Construction Services comprised in the Contract together with any relevant specifications or quality standards to be achieved, which shall be based on the Works Brief provided to the Contractor by the Employer in reasonable time prior to the entry into the relevant agreement.

Effect of failure to reach agreement

Z10.2 The parties will use their respective reasonable endeavours to agree the matters referred to in clause 1 in the shortest practicable time. If they fail to do this within a reasonable time (as determined by the Employer by reference to its need for the Contract to be carried out and its prospects of arranging for someone else to carry it out) the Employer will be at liberty to arrange for others to carry out the relevant services if the Employer considers that agreement has not been, or is unlikely to be, agreed in time to enable the Works to be designed and carried out in accordance with the target programme for these activities. The effect of the failure to reach agreement on the matters referred to in clause 1 shall also be deemed to be a termination by mutual consent of the Contract whereupon the parties shall agree the value of the Pre Construction Services and any balance due to one party shall be paid within 21days of the assessment.

Agreeing matters to go into the Contract

Z10.3 Following completion of the Pre-Construction Services, the Employer shall agree with the Contractor: -

Z10.3.1 if NEC Option C is selected, a “Target Cost” [and “Guaranteed Maximum Cost”](as both terms are defined in the Contract

Z10.3.2 the Accepted Programme and Completion Date and any Key Dates(as all are defined in the Contract);

Z10.3.3 [Defined Cost

Disallowed Cost

The Prices

The Fee

Activity Schedule

Conditions of Subcontract

Risk Register

Contract Data – parts one and two]

Z10.3.4 the precise Works required to be carried out by the Contractor together with any relevant specifications or quality standards to be achieved and any other information necessary to complete the Contract.

Z10.4 The parties will use their respective reasonable endeavours to agree the matters referred to in clause Z10.3 in the shortest practicable time. If they fail to do this within a reasonable time (as determined by the Employer by reference to its need for the Contract to be carried out and its prospects of arranging for someone else to carry it out) the Employer will be at liberty to arrange for others to carry out the Contract if the Employer considers that the Contract has not been, or is unlikely to be, agreed in time to enable the Works to be designed and carried out in accordance with the target programme for these activities. The effect of the failure to reach agreement on the matters referred to in clause Z10.3 shall also be deemed to be a termination by mutual consent of the Contract whereupon the parties shall agree the value of the Pre Construction Services and any balance due to one party shall be paid within 21days of the assessment.

Binding Contract

Z10. 5 The issue of a Contract by way of a signed purchase order substantially in the form set out in Schedule 5 to the Framework Agreement between the Employer and the Contractor shall constitute a binding contract between the Employer and the Contractor.

Schedule 6

Targeted Recruitment and Training Clause

1. Introduction

The Contractor is required to actively participate in the economic and social regeneration of the locality and it is a requirement that at the same time as entering into the Contract the Contractor shall deliver specified targeted recruitment and training outcomes as set out in 2 below.

This requirement will ensure delivery of policies and commitments contained within the relevant strategies of each of the Participating Authorities and will be detailed within the individual contract packages.

2. The Requirements

Contractors are required to submit a Targeted Recruitment and Training Method Statement with each valid tender, using the attached pro-forma, setting out how the following outcomes will be achieved without cost to the Participating Authorities.

2.1 New Entrant Trainees

A minimum number of person weeks will be specified within the contract particulars for the employment of new entrant trainees from sources identified by the Participating Authority where:

- *a person-week is the equivalent to one person being employed for 5 days either on the development site **or on other sites** with the agreement of the client, such agreement not to be unreasonably withheld;*
- *new entrant trainee⁽⁵⁾ is a school or college leaver or an adult that has not been employed in the construction industry during the previous 6 months⁽⁶⁾ and who is undertaking training towards a construction industry recognised qualification.*

2.2 Recruitment

Every vacancy on site, including those with sub-contractors, is to be notified to the person or body identified by the Participating Authority at least 3 working days before recruitment from other sources and all candidates identified are to have equality of opportunity in the selection process.

2.3 Remuneration

Trainees and recruits must, as a minimum, be paid in accordance with industry norms and must have terms and conditions of employment that are at least equivalent to those provided to workers that have equivalent skills and experience.

Employers are encouraged to increase the remuneration of trainees in line with their experience and productivity.

⁵ A trainee could be registered as an apprentice with an industry recognised body (who can be counted as a 'new entrant' for up to 104 weeks) or a person that has a trainee contract or a contract of employment or self-employment that are not apprentices (who can be counted as a 'new entrant' for up to 52 weeks).

⁶ Other than as a 'new entrant trainee' whose existing contract of employment or apprenticeship agreement is being terminated and who is therefore seeking another position through a named agency to complete their training period.

2.4 Opportunities for Sub Contractors /Additional Suppliers

For any sub contracting or supply chain opportunities the Contractor is to include in each list of firms invited to tender at least two firms agreed by the nominated person from the Participating Authority . The suitability of the firms nominated by the Participating Authority shall be assessed by the Contractor. If any of the firms nominated are subsequently deemed unsuitable then the Contractor is to provide a detailed report to the Participating Authority outlining the reasons for not inviting the firm to tender together with suggestions as to how that firm may overcome the identified shortcomings.

2.5 Monitoring & Verification Information

The contractor will develop monthly monitoring reports in partnership with the employer to be submitted at monthly site meetings as an agenda item. TR&T Requirements will be monitored by the employer by a designated team of staff. Pro forma forms to report will be provided to include information such as:

- number of weeks employment of new trainees,
- postcodes of those trainees,
- number of persons employed on the site with their postcodes,
- number of vacancies which have arisen on site,
- details of sub contracting opportunities and postcodes of subcontractors/suppliers to this project

3. Contractor and Sub-contractor Compliance

It is the Contractor's responsibility to develop a working method that will deliver the targeted recruitment and training requirements and supply-chain opportunities and related monitoring and verification data, and obtain the full co-operation of contractors and subcontractors in delivering these requirements.

4. Support

4.1 The inclusion of targeted recruitment and training requirements does not comprise or imply any promise on the part of Participating Authority or their partners or agents to provide suitable trainees or labour. Any action taken by these bodies or their agents to broker relationships between the Contractor and local individuals / firms / agencies does not imply that they or their agents consider the individual / firm / agency as suitable for engagement by the Contractor. All recruitment, supervision and discipline responsibilities rest with the Contractor and Sub-contractors. Within this context, the Participating Authority will work with local agencies to help facilitate the achievement of the recruitment and training requirements;

4.2 Prior to completing the Method Statement bidders are advised to refer to the Targeted Recruitment and Training Information Sheet (~~enclosed with tender pack~~) that will give information on local training and resources and provide some guidance notes for completion of the method statement. All of these providers will operate an appropriate equal opportunities policy.

5. Contacts

The Participating Authority will provide the contact names, e-mail addresses and phone numbers for individuals and/ or bodies in relation to all TRT issues.

Schedule 6 Appendix A

PRO-FORMA TARGETED RECRUITMENT & TRAINING METHOD STATEMENT

PARTICIPATING AUTHORITY

NAME OF PROJECT

Name of Company

Contact Name

Position

Telephone number(s)

E-mail address

I confirm that this Method Statement sets out the actions that will be undertaken to ensure the achievement of the ***Participating Authorities*** Targeted Recruitment & Training Requirements. It is recognised that delivery of these requirements will be a contract condition.

Signed

(Print Name)

Date

Ensure that information is provided in each of the following sections. This document must be submitted as part of each valid tender, you may use supplementary sheets to answer the questions numbered and attached to the original method statement.

Note: Tenderers are recommended to obtain information ***from contact name***

Section 1. Numbers of New Trainees

- 1.1 Training opportunities to be provided. Please complete Table 1 in relation to the Tender

Table 1 allows the Employer to check that the requirements detailed will be delivered through a suitable mix of apprentices and 'other trainees'. Clarification may be sought if the selected mix will not maximise opportunities or be easily delivered through the contract. To ensure continuity of training a trainee may be moved to other sites the Contractor is working on to achieve the desired training weeks (conditions may apply)

Table 1 Person-weeks to be delivered by new trainees (excluding work placements)

Trade / occupation	Total Trainee-weeks and Trainees			
	Apprentices		Other Trainees	
	P/wks	No.	P/wks	No.

Notes:

P/wks - A person-week is the equivalent of one person working for 5 days either on site, or through a mix of on-site work and off-site training. To provide continuity of training and employment this can include time on other sites with the agreement of the Employer.

No. - enter here the number of trainees that will be recruited to deliver the p/wks.

A new entrant is a person that is leaving an educational establishment (e.g. school, college or university) or a training provider, or a non-employed person that is seeking employment that includes on-site training and assessment or offsite training, or a mix of these. Or a "new entrant trainee" whose existing contract of employment or apprenticeship is being terminated and therefore seeking another position to complete their training period

An apprentice is a person registered as an apprentice with an industry recognised body. Each apprentice can be counted as a 'new entrant' for up to 104 weeks.

Other Trainees – people that have a trainee contract, a contract of employment or self-employment that are not apprentices. Each 'other trainee' can be counted as a 'new entrant' for up to 52 weeks.

- 1.2 Please show in Table 2 the number or person-weeks that will be offered as work-experience opportunities for unwaged trainees. Some of these opportunities may not be utilised.

The Participating Authority is interested in providing general site experience for under achieving young adults and school leavers of 16+ age group who may benefit from gaining site experience to progress them to employment or training.

Table 2 Un-waged Work-experience Opportunities

Occupation/Activity	No. Person-weeks
Total	

Sections 2 to 5

The answers to sections 2 to 5 should demonstrate that the contractor has understood the requirements, and read the Information Sheet. The answers should satisfy good practice as interpreted by the Employer and the supply-side organisations. Innovations and added value may be included in Section 4. Questions should be answered on a separate sheet of paper and submitted with this pro-forma with tables 1, 2 & 3 completed.

Section 2: Support for Trainees / Training

2.1 Will you be using sub contractors as part of this project?

2.2 if so, will you be employing the trainees referred to in Table 1 yourself or will you be looking to your sub contractors to take on trainees?

2.3 With reference to the question above, what proportion of the trainees in Table 1 will your organisation be employing?

2.4 Tell us about the arrangements you will make to provide mentoring and support for trainees to ensure achievement of industry accreditation?

2.5 What will you do to give the trainees optimum experience on site?

2.6 What arrangements will you make to recruit apprentices and other trainees, including under achieving young people and adults that have been unemployed for over 6 months?

2.7 What agencies do you propose to work with and what training initiatives would you seek to utilise in achieving Targeted Recruitment and Training on this project?

2.8 What steps will you take to maximise the number of new entrant trainees that are retained after the completion of the time they can be counted as 'new entrant trainees', and what percentage of new entrant trainee starts would you hope to retain at this stage?

Section 3: *Vacancies / Sub Contractors Management*

Notification of Job Vacancies

3.1 What arrangements will you make to notify all job vacancies to ***the Participating Authority***, providing time for applications from these sources to be considered?

3.2 What arrangements will you make to ensure candidates identified by ***the Participating Authority*** have an equality of opportunity in the selection process?

Contractor / Sub contractor Compliance

3.3 If sub contractors are being used, how will you obtain the cooperation of your contractors and subcontractors to ensure the delivery of the TR&T requirements?

Management

3.4 Who will be responsible for the delivery of the TR&T requirements on site and/or for the company?

3.5 How will the monitoring information be collected in order to provide evidence of performance? Who will be responsible for this?

3.6 How will you ensure that personal information on each trainee can be provided to the Employer?

Section 4: *Additional Information*

4.1 Please provide here any other information about your commitment and the approach and actions you intend to take. How will you ensure delivery of the recruitment and training requirements and assist the ***Participating Authority*** in demonstrating an impact on deprivation through this contract, including any innovative ideas?

Section 5: *Costs*

Please complete Table 3 in relation to the resources required to deliver the TR&T Requirements. Please demonstrate by use of this table how the TR&T will be delivered in a cost-neutral way to ***the Participating Authority***.

Table 3. Summary of Targeted Recruitment & Training Resources

Cost Item	£	Basis of calculation
Management and administration		
Training costs		
Additional site costs		
Mentoring and support activities		
Total cost		
Sources of Funding and other Resources		
Construction Skills Grants if applicable		
Contribution from company staff / overheads		
Trainees productivity		
Services from other external agencies		
Total of additional resources		
Net Cost	NIL	Difference between Total cost and Total of additional resources. <u>This should be NIL</u>

SWWRCF VOLUME 2

APPENDIX A

Part 1

SCOPE OF PRE-CONSTRUCTION SERVICES

In conjunction with the Employer and the Professional Team

- Prepare and agree with the Employer, an Accepted Programme showing completion of the pre-construction activities and the programme for the construction of the Works.
- Prepare material and component flows for the construction of the Works and identify those which require advance ordering and processing.
- Assist the Employer in developing the Works Brief.
- Provide relevant input to assist the Professional Team in carrying out the design of the Works to meet the Works Brief sufficient to enable construction to proceed under the Contract for the construction of the Works and demonstrate the functionality of the design and its compliance with the Works Brief.
- Formulate and agree proposed construction methods taking into account “buildability” and the need to achieve the efficient delivery of the Works by adequate pre-planning.
- Advise on the provision and layout of site facilities and services to be provided and procured by the Contractor.
- Agree the breakdown of the Works into suitable packages for procurement and agree the Designated Subcontractors and other subcontractors who will be responsible for key subcontract packages with a view to obtaining their input to “buildability” and efficient working practices and overall best value.
- Prepare lists of preferred subcontractors for non-key subcontract packages for the tendering or negotiating of packages of works and consider the most effective method for choosing subcontractors to carry out individual packages of works to deliver best value.
- In conjunction with the Professional Team, agree a Target Cost, Guaranteed Maximum Cost and Contractor’s Margin for the construction of the Works and the basis upon which evidence of Actual Cost will be provided during the construction of the Works.
 - The Employer, involving any relevant specialist contractors, prepare and manage a Risk Register throughout the period of this contract and the proposed separate contract for the construction of the Works.

SW.W.R.C.F. VOLUME 2

APPENDIX B CONTRACT

FORM OF PURCHASE ORDER

	PURCHASE ORDER . [No.] Date:
--	--

Parties and Contacts

The <i>Employer</i> is Name: ...[insert name of [Gateway/Relationship] Manager] [insert name of authority][Council] Address: [insert address and postcode] Contact Details:	The <i>Contractor</i> is Name: ..[insert name of Framework Manager] [The Contractor] Address: Company No:..... Contact Details.....
--	--

Works Details

Project Title..... Location /Site: Project Brief No:

Works/Services

PLEASE SUPPLY

Details of Works/Services	£	P
[Perform the Pre-Construction <i>Services</i> which are set out in the Works Brief at [reference] pursuant to this Purchase Order] ⁷ Fixed Fee Perform the Works/ <i>Services</i> which are set out in the Works Brief at [reference] pursuant to this Purchase Order		
		TOTAL

⁷ Delete where Pre-Construction Services are not required

INCORPORATION OF DOCUMENTS

This purchase order written as a Deed, incorporates the following:

1. the NEC 3 Engineering and Construction Contract, third edition June 2005 (with amendments June 2006), [Option A Priced Contract with Activity Schedule, Option B Priced Contract with Bill of Quantities; Option C Target Contract with activity schedule; Option D Target Contract with Bill of Quantities] as amended herein; and
2. the secondary options [X1, X5, X7, X16, 20, Y(UK)2, Y(UK)3] as amended herein and Z; and
3. The Works Brief which includes the Works Information, all Drawings, Specification and such other technical information referred to in the Works Brief; and
4. The Contract Data, parts 1 & 2;
5. The following clauses and associated definitions of the Framework Agreement between the Employer and the Contractor dated [] 4.8 to 4.11; 8; 15 to 28 and those provisions shall apply to this purchase order mutatis mutandis and in the event of conflict between any other provision these provisions shall prevail;
6. [Any other document expressly incorporated by either the Contract Data or the Z clause amendments eg Contractor's TRT Method Statement,]

Execution

Signed As a Deed:

Official Designation:

Signed as a Deed:

[Contractor]

Payment History – for Employer's use only

Invoice Number	Date Passed	Amount		Initials
		£		

PROPERTY CONSTRUCTION WORKS FRAMEWORK

WORKS BRIEF

[INSERT NAME OF EMPLOYER] WORKS BRIEF			
Project Brief No:		Date Issued	Response Required By:
Location:			Grid Ref:
Scheme Title:			
Scheme Category:			
Description of Work (including outputs and target dates)			
Employer Project Manager			Phone Number
Budget Source/Amount:			

Attachments as Appendices to this Brief

Contract Data Part 1		Ref:	
Works Schedule		Ref:	
Preliminaries			
Programme:		Ref:	
Drawings		Ref:	
NBS		Ref:	
Risk Assessment		Ref:	

**S.W.W.R.C.F VOLUME 2
APPENDIX C**

Exemplar Cost Schedule Tender Response					
Project:			Cost summary - New Build		m ²
			GIFA		m ²
			New Build		m ²

Element		new build	total £
Cost Summary			
1	Substructures		
2	Superstructures		
2A	Frame		
2B	Upper floors		
2C	Roof		
2D	Stairs		
2E	External walls		
2F	Windows and external doors		
2G	Internal walls and partitions		
2H	Internal doors		
3	Internal finishes		
3A	Wall finishes		
3B	Floor finishes		
3C	Ceiling finishes		
4A	Fixtures and fittings		
5	Mechanical and electrical installations		
5A	Sanitary appliances		
5B	services equipment		
5C	Disposal installations		
5D	water installations		
5E	Heat source		
5F	heating and cooling		
5G	ventilating system		
5H	Electrical installations		
5I	Gas installations		
5J	lift installations		
5K	Protective installations (including internal CCTV)		
5L	Communication installations		
5M	ICT infrastructure works		
5N	Special installations		

50	BWIC		
6	External works		
6A	site clearance		
6B	Hard play, car parks and roads		
6C	soft landscaping		
6D	sports pitches including equipment		
6E	Incoming services and statutory connections		
6F	Drainage		
6G	site lighting		
6H	Fencing		
6I	External CCTV		
6J	Other works		
7	Abnormal costs		
7A	site restrictions		
7B	site conditions		
7C	Infrastructure		
7D	other abnormal with life-cycle		
7E	Temporary accommodation		
7F	Demolitions		
7G	other abnormal without life-cycle		
8	Preliminaries		
	Sub-total		
9	Fees (where applicable)		
9A	Contractor Pre Construction costs		
9B	Design team fees		
9C	statutory fees and charges		
	Planning		
	Building control		
9D	survey fees-allowances		
	Fabric condition survey		
	structural survey		
	m&e survey		
	Asbestos survey		
	Drainage survey		
	Geotechnical		
	Topographical survey		
	Traffic/green tp		
	Part L-air pressure test		
	Archaeological / ecology / environmental surveys		
	BREEAM assessor		
	Planning supervisor		

9E	Sundry fees & expenses-finance		
10A	Overheads		
	Bond		
	CITB levy		
	Project management-bid cost		
	Buying margin		
10B	Profits		
11	Contingencies		
11A	Design and construction contingency		
11B	Risk allowance		
	Total construction costs		

Exemplar Cost Schedule-Preliminaries					
	Defined Costs		Disallowed Costs	Head Office Overheads (Fee)	Comments
Cost Component	Site	Prelims			
Contractors Labour					
All Trades					
Base Labour Cost	X				
Productivity Bonuses	X				
Overtime	X				
Labour on Cost					
Holiday Pay	X				
Employers NI	X				
Pension	X				
Union Subs	X				
Health Insurance	X				
Lodge	X				
Travel	X				
Subsistence	X				
Employers & Public Insurances / Levies	X				
CITB Levy	X				
Sickness				X	
Severance Pay				X	
Training Costs				X	
Small tools		X			
Vans		X			
Van running costs		X			
PPE		X			
Material Costs					
Invoice material costs and any discounts	X				
Equipment - hired & Owned					
Hire Rate	X				
Depreciation/ maintenance costs	X				
Transporting costs	X				
Damage				X	
Cost to replace stolen items				X	
Sub - Contractors					
Subcontractor payments including discounts	X				
Contractors Staff					
Site Staff					
Project/ Contractors Manager		X			
Site Agents/ Planners		X			
Foreman		X			
Surveyor		X			
Engineers		X			
Tenant Liaison		X			
Admin Staff		X			
Trainees		X			
Others - Please specify		X			
Staff on Costs					
Bonuses		X			
Overtime		X			
Pension		X			

Union Subs		X			
Professional Subscriptions fees		X			
Health Insurance		X			
Lodge		X			
Travel		X			
Insurances/ levies EL &PL etc.		X			
Sickness				X	
Severance Pay				X	
Training costs				X	
Company Cars		X			
Travel Expenses, including to and from working area		X			
Site/ Project Specific					
Cleaning/ Drying Costs	X				
Site Operating Expenses		X			
Stationary				X	
Contract Insurances/ Bond Costs		X			
Non Mechanical Plant	X				
Mechanical Plant	X				
Tools/ PPE		X			
Site Office/ Welfare - including site office furniture		X			
Site Transport		X			
Site Security		X			
Scaffolding	X				
Hoarding/ Fencing	X				
Setting Out	X				
Unload/ double handling	X				
Temporary Works	X				
Fees - eg Considerate Constructors		X			
Temporary power		X			
Temporary Water		X			
Communications - site mobiles, fax, photocopier, telephone.				X	
QA Testing				X	
Safety & Training (site specific only, approved by employer)	X				
Maintenance		X			
Protection	X				
Traffic Management	X				
Example of Disallowed Costs					
Insufficient proof payments have been made					
Incorrect amount being paid to contractor					
Cost of plant & materials not being used to provide a service					
Any pain/ gain outside the main contract agreement (Design and sub contract pain/gain to be paid from contractor main share)					
Correcting defects that have already been corrected previously					
Time spent in agreeing final account after completion of the works					
Preparation of and conduct of an adjudication or proceedings tribunal					
Head Office Set up					
Directors				X	
Purchasing department				X	
Accounts department				X	
Estimating department				X	
Managing Quantity Surveyors				X	
PR/ Marketing/ Advertising				X	
Human Resources				X	

Head office administration				X	
Training				X	
Office Equipment etc				X	
Computers/ IT					
Head Office Telephones / It				X	
It, software & Hardware including laptop computers				X	
Office postage				X	
Trade subscriptions				X	
legal; fees				X	
Head office building costs				X	
IT hardware				X	
Laptops				X	
IT software - Contractor				X	
Mobile phones & calls				X	
Cameras				X	
Overhead projectors etc.				X	
Photocopiers				X	
Fax Machines				X	
Desk telephones & calls				X	
stationary				X	
Financing charges				X	

DATED

20[..]

SWWRCF VOLUME 2 APPENDIX D

(1) [GROUP] LIMITED/PLC

(2) [INSERT EMPLOYER NAME]

**PARENT COMPANY GUARANTEE
RELATING TO
[DETAILS OF CONTRACT]**

THIS DEED IS MADE AND DELIVERED ON THE
20 []

DAY OF

BETWEEN:

- (1) [] whose registered office is at [] ("Guarantor"), and
- (2) [insert name of Employer] of [insert address of Employer including postcode] together with its successors and its permitted assigns ("Employer").

INTRODUCTION:

- A The Employer and [] ("Contractor") have entered into a Framework Agreement ("the Framework Agreement") dated [] for the calling off of design and construction works contracts under the framework.
- B By a contract dated [] the Employer and the Contractor have entered in a contract for design and construction works ("the Contract")
- C The [Guarantor is the ultimate parent company of the Contractor] [Guarantor is a [wholly-owned] subsidiary of the Contractor], and has received and considered a copy of the Framework Agreement and the Contract.
- D It is a condition of the Framework Agreement and the Contract that the Contractor procures the execution and delivery of a parent company guarantee in the terms set out below.
- E The Guarantor has agreed, amongst other matters, to guarantee the due and proper performance by the Contractor of the Contractor's obligations arising under in connection with and pursuant to the Contract upon the terms of this Deed.

NOW IT IS HEREBY AGREED AS FOLLOWS:

29. The Guarantor hereby:
- 29.1 guarantees as primary obligor to the Employer the due and proper and punctual performance by the Contractor of each and every obligation and duty of the Contractor arising under in connection with and pursuant to the Contract;
- 29.2 agrees that if the Contractor:
- (a) shall in any respect fail to perform any of its obligations or terms arising under the Contract shall commit any breach of any term set out or implied in the Contract; or
 - (b) become insolvent within the meaning of "insolvent" in section 113 of the Housing Grants, Construction and Regeneration Act 1996, or proposes or makes any composition or arrangement with one or more

of its creditors with a view of rescheduling any of its indebtedness, proposes or enters into a voluntary arrangement for the composition of debts or a scheme of arrangement, any liquidator receiver administrative receiver administrator compulsory manager or other similar officer is appointed in respect of the Contractor, an application is made to court or an order is made for the appointment of an administrator or a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor or any of its assets or otherwise is unable to pay its debts as they fall due within the meaning of s.123 of the Insolvency Act 1986,

then the Guarantor will forthwith perform and fulfil in the place of the Contractor each and every obligation or term in respect of which the Contractor has defaulted or as may be unfulfilled by the Contractor, and the Guarantor will to the full extent of the Contractor's liability arising under the Contract (but not further) indemnify and save harmless the Employer from and against any and all losses, damages, expenses, liabilities, claims, costs (including the Employer's legal costs on an indemnity basis) or proceedings which the Employer may suffer or incur by reason of the said failure or breach;

- 29.3 acknowledges and agrees that no variation modification amendment supplement alteration or waiver nor any invalidity avoidance unenforceability ineffectiveness void voidable or termination of the terms of the Framework Agreement or the Contract or in the extent, nature or method of performance of matters constituting the works in the Contract and no allowance of time, waiver, forbearance or concession or forgiveness or any other matter or thing concerning the Framework Agreement or the Contract or the conduct or performance by the Contractor of its obligations thereunder shall in any way release the Contractor from any liability under the terms of this Deed, and the Guarantor hereby waives notice to it of any such event;
- 29.4 agrees that this deed shall not be revocable by the Guarantor and that this deed shall be a continuing guarantee, shall be additional to any other guarantee or security from time to time held by the Employer and shall remain in full force and effect notwithstanding the insolvency (as defined above) of the Contractor.
30. Each of the sub-clauses in clause 1 shall constitute separate, independent and enforceable obligations.
31. The Employer may assign this deed or any benefit or part of the benefit of this deed once, and thereafter there may be one further assignment by the Employer pursuant to this clause. The Guarantor may not assign any part of this deed. A reassignment to the Employer on the satisfaction of any security or repayment of a loan or grant shall not count as an assignment for the purposes of the foregoing.
32. This deed shall be governed by the laws of England and Wales as applied in Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof this deed has been executed by the parties and delivered on the day and year first before written.

EXECUTED as a **DEED** by

[GROUP] LIMITED/PLC

acting by a director and its company
secretary or two directors:

Director

Signature

Director/Company Secretary

Signature

**THE COMMON SEAL of the
EMPLOYER**

was affixed

in the presence of:

[affix common seal here]

Authorised signatory

DATED

20[..]

**SWWRCF
VOLUME 2 APPENDIX E**

**(1) [CONSTRUCTION] LIMITED
(2) [] INSURANCE LIMITED
and
(3) [INSERT NAME OF EMPLOYER]**

**GUARANTEE BOND
in relation to
[insert name of project]**

1.	DEFINITIONS AND INTERPRETATION	80
2.	GUARANTEE BOND	81
3.	ALTERATION OF THE CONSTRUCTION CONTRACT	81
4.	DURATION OF BOND	82
5.	CONTRACTOR'S UNDERTAKING	82
6.	ASSIGNMENT	82
7.	JURISDICTION	82

THIS DEED OF GUARANTEE BOND IS MADE THE DAY OF 20[]

BETWEEN:-

- (1) [] **CONSTRUCTION LIMITED** (registered in England and Wales under company number []) whose registered office is at [] (the "**Contractor**");
- (2) **[INSURANCE] LIMITED** (registered in England and Wales under company number []) whose registered office is at [] (the "**Guarantor**"); and
- (3) **[insert name of Employer] of [insert name and address of Employer] ("the Employer")**;

33. **DEFINITIONS AND INTERPRETATION**

33.1 Definitions

In this Guarantee Bond, unless the context otherwise requires; the following expressions shall have the following meanings:-

Bond Amount	means the sum of £[] ([insert bond amount in words] Pounds).
Construction Contract	means a contract dated [insert date] between the Employer (1) and the Contractor (2) for the design (where applicable) and construction by the Contractor of the Works at the Site substantially in the form of contract as follows: the NEC 3 Engineering and Construction Contract third edition June 2005(with amendments June 2006) [Target Cost with activity schedule] and any other amendments agreed by the Contractor and the Employer during the period of this Guarantee Bond.
Expiry	means the date being 7 days after the end of the <i>defects correction period</i> under and in accordance with the Construction Contract which shall be conclusive for the purpose of this Guarantee Bond.
Site	means [insert details of the Site and location]
Works	means the design (where applicable), works, services, goods, materials and equipment to be supplied and/or incorporated by the Contractor as

provided for by, or to be inferred from,
the Construction Contract.

33.2 Successors

Reference to the 'Employer' 'Guarantor' and the 'Contractor' shall include the parties' successors in title and assigns.

33.3 Joint liability

Where two or more persons are included in the expressions "Guarantor", "Employer" or "Contractor", the terms "Guarantor", "Employer" or "Contractor" shall include the plural number and any obligations expressed to be made by or with such party shall be deemed to be made and undertaken by such persons jointly and severally.

33.4 Headings

The headings in this Guarantee Bond are inserted for convenience only and shall be ignored in construing the terms and provisions hereof.

34. GUARANTEE BOND

34.1 The Guarantor guarantees to the Employer that in the event of a breach of the Construction Contract (which for the purposes of this Guarantee Bond shall include any occurrence or omission which results in the termination of the Contractor's obligation to provide the Works under the Construction Contract and shall not be limited to a breach per se of any terms of the Construction Contract) by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the costs expenses losses and damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Construction Contract and taking into account all sums due or to become due to the Contractor.

34.2 The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the Bond Amount but subject to such limitation and to clause 4, the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Construction Contract.

35. ALTERATION OF THE CONSTRUCTION CONTRACT

The Guarantor shall not be discharged or released by any variation modification amendment supplement alteration or waiver nor any invalidity avoidance unenforceability ineffectiveness void voidable or termination of any of the terms conditions and provisions of the Construction Contract or in the extent or nature of the Works and no allowance of time, waiver, forbearance, concession or forgiveness by the Employer under or in respect of the Construction Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond.

36. DURATION OF BOND

The obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry save in respect of a demand made in writing by the Employer prior to such date.

37. CONTRACTOR'S UNDERTAKING

The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Construction Contract.

38. ASSIGNMENT

This Guarantee Bond and the benefits hereof may be assigned by the Employer without limitation provided that the Guarantor and Contractor shall be entitled to receive notice of such assignment in writing within a reasonable period of the assignment taking place.

39. JURISDICTION

This Guarantee Bond shall be governed by, and construed in accordance with, the laws of England and Wales as applied in Wales and the Courts of England and Wales shall have non-exclusive jurisdiction with regard to all matters arising in connection with or under this Guarantee Bond.

IN WITNESS whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a deed on the date first above written.

SIGNED AND DELIVERED as a **DEED** by the
CONTRACTOR by the signatures of:

Director

Director/Company Secretary

SIGNED AND DELIVERED as a **DEED** by the
GUARANTOR by the signatures of:

Authorised signatory

Authorised signatory

SIGNED AND DELIVERED as a **DEED** by the
EMPLOYER by affixing its **Common Seal**
in the presence of:

Authorised signatory

DATED

20[..]

**SWWRCF
VOLUME 2 APPENDIX F**

(1) [CONTRACTOR]

AND

(2) [EMPLOYER]

AND

(3) [BENEFICIARY]

DEED OF COLLATERAL WARRANTY

Relating to the provision of

at {[insert details](#)}

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15.	APPLICABLE LAW AND JURISDICTION	92

Date of Agreement:

Project:

Works:

**(as more particularly described in the
Construction Contract)**

Employer:

Contractor:

Company Registration Number:

of/whose registered is at:

Beneficiary:

Company Registration Number:

of/whose registered is at:

Construction Contract dated:

**Parties: The Employer (1) and the
Contractor (2)**

**Professional/Contractor's Indemnity
Insurance:**

£ million (minimum
cover) ("Nil" if not applicable)

1. INFORMATION

The information completed on page 1 of this agreement forms part of this agreement.

2. BACKGROUND

2.1 The Contractor has been appointed by the Employer under the Construction Contract to undertake the construction and the design (if any) of the Works.

2.2 The Beneficiary has an actual or prospective interest in the Project.

3. CONSIDERATION

This agreement is made on the date appearing on page 1 between the Contractor and the Beneficiary in consideration of the payment of £1 by the Beneficiary to the Contractor (receipt of which the Contractor hereby acknowledges).

4. WARRANTY AND LIABILITY

4.1 The Contractor warrants to the Beneficiary that it has complied, and will at all times comply, with the terms of the Construction Contract and any specifications or requirements included or referred to in the Construction Contract and that it has exercised, and will continue to exercise, the degree of skill, care and diligence reasonably to be expected of a competent contractor, and (to the extent that the Contractor is responsible for any design under the Construction Contract) the degree of skill, care and diligence reasonably to be expected from a competent professional designer or combination of designers, holding himself or themselves out as being competent to carry out the construction and design of the Works.

4.2 The Contractor has no liability under this agreement which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Construction Contract as joint employer and the Contractor shall be entitled in any action or proceedings by the Beneficiary under this agreement to rely on any limitation in the Construction Contract and to raise the equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have had if the Beneficiary had been named as the Employer under the Construction Contract. It shall not be a defence to any action brought against the Contractor under this Agreement that the Employer has suffered no loss under the Construction Contract previously. Upon the expiration of 12 years from the completion date of the Works in accordance with the Construction Contract the liability of the Contractor under this agreement shall cease, save in relation to any claims made by the Beneficiary against the Contractor and notified previously in writing by the Beneficiary to the Contractor.

5. STANDARDS OF PRODUCTS AND MATERIALS

5.1 The Contractor warrants to the Beneficiary that (unless otherwise authorised or instructed by or on behalf of the Employer):

- (a) in relation to any part of the Works for which the Contractor is responsible for the design, it has exercised, and will exercise, all reasonable skill care and diligence in accordance with this agreement to see that it has not specified, selected, approved or authorised for use and will not specify, select, approve or authorise for use; and
 - (b) it has not used, and will not use, in connection with the Works any product or material or Construction practice or technique which is prohibited by the Construction Contract or is not in conformity with relevant British or European Union Standards and/or Codes of Practice or which at the time of specification, selection, approval or authorisation is otherwise generally known within the UK construction industry to be deleterious or hazardous to health and safety or to the durability of the Works.
- 5.2 If in the performance of its duties under the Construction Contract the Contractor becomes aware that it, or any other person, has specified, used, authorised or approved the specification or use by others, of any such products or materials, Construction practices or techniques, the Contractor will notify the Beneficiary in writing forthwith. This clause does not create any additional duty for the Contractor to inspect or check the work of others which is not required by the Construction Contract.

6. INSURANCE

6.1 The Contractor covenants:

- (a) in relation to any design of the Works for which the Contractor is responsible, to take out and maintain with reputable insurers in the UK insurance market professional indemnity insurance in an amount not less than that stated on page 1 for any occurrence or series of occurrences arising out of one event for a period expiring no earlier than 12 years after the completion date of the Works in accordance with the Construction Contract, provided always that such insurance continues to be available in the UK insurance market at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Contractor's own claims record or other acts or omissions particular to the Contractor shall be deemed to be within commercially reasonable rates;
- (b) to inform the Beneficiary or its assignees in writing immediately of any failure or inability to maintain insurance in accordance with clause 6.1.1, and of any circumstances likely to render such insurance void or voidable, in order that the Contractor and the Beneficiary can discuss the means of best protecting their respective positions in the absence of such insurance; and
- (c) when reasonably requested by the Beneficiary to produce for inspection documentary evidence that its professional indemnity insurance cover is being maintained properly and that payment has been made in respect of the last preceding premium.

7. DOCUMENTS

- 7.1 In relation to all drawings, designs, details, plans, reports, models, specifications, bills of quantities, calculations, software and other documents of any nature whatsoever which have been, or are hereafter, created and developed by the Contractor in the course of performing its obligations under the Construction Contract ("Documents") the Contractor hereby grants, or agrees to grant, to the Beneficiary an irrevocable royalty-free non-exclusive licence to use and reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable including, but without limitation, the carrying out, completion, maintenance, letting, advertisement, modification, extension, reinstatement, reconstruction and repair of the Project. Such licence will carry the right to grant sub-licences and will be transferable to third parties but shall not entitle the owner of such licence or any sub-licence to reproduce the designs contained in the Documents. Such licence shall take effect from the date of this agreement or (in relation to Documents not yet in existence) from the date of the creation of the relevant Document and shall continue notwithstanding any termination of this agreement. Neither the Beneficiary nor any recipient of any sub-licence under this clause shall hold the Contractor liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by it.
- 7.2 The Contractor agrees, on reasonable request at any time, and following reasonable written prior notice, to give the Beneficiary or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 7.3 The Contractor warrants to the Beneficiary that it has used the standard of skill, care, and diligence as set out in clause 4.1 to see that the Documents (save to the extent any duly appointed sub-contractors have been used to prepare the same) are its own original work and that in any event their use in connection with the Works will not infringe the rights of any third party.

8. ASSIGNMENT

- 8.1 The benefit of this agreement may be assigned by the Beneficiary to any beneficiary having a bona fide actual or prospective legal or commercial interest in the Project or any part [twice] only without the consent of the Contractor provided that the Contractor shall be entitled to receive notice of such an assignment in writing within a reasonable period of the assignment taking place. The Contractor will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this agreement (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary hereunder or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Works or that that original beneficiary or any intermediate beneficiary has not suffered any, or as much, loss.
- 8.2 Notwithstanding clause 8.1 the Beneficiary may assign the benefit of this agreement without restriction to any company within the same "group" as the Beneficiary (as defined by Section 42 of the Landlord and Tenant Act 1954)

9. INSPECTION OF DOCUMENTS

The Contractor's liabilities under this agreement will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other inquiry or inspection which the Beneficiary may make or procure to be made for its benefit or on its behalf.

10. [STEP IN RIGHTS]

- 10.1 *The Beneficiary has no authority to issue any direction or instruction to the Contractor in relation to the performance of the Contractor's duties under the Construction Contract unless and until the Beneficiary has given notice under clauses 10.2 or 10.3.*
- 10.2 *The Contractor shall not exercise, or seek to exercise, any right which it may have, or which may become available to it, to terminate the Construction Contract or to treat it as having been terminated or repudiated, or to discontinue or suspend the performance of any duties or obligations to be performed by the Contractor under it, without first giving to the Beneficiary not less than 14 days written notice specifying the Contractor's ground or grounds (the "Specified Grounds") for terminating the Construction Contract or treating it as having been terminated or repudiated or for discontinuing or suspending the performance of any duties to be performed by the Contractor under it, and stating the amount (if any) of any monies outstanding under the Construction Contract. The Contractor's right to terminate the Construction Contract with the Employer, or treat it as having been repudiated or to discontinue or suspend performance shall cease if within such period of notice (and subject to clause 10.6) the Beneficiary shall give written notice to the Contractor requiring the Contractor to accept the instructions of the Beneficiary or its appointee upon the terms and conditions of the Construction contract and to the exclusion of the Employer in respect of the Works.*
- 10.3 *The Contractor agrees that, if so requested by the Beneficiary by notice in writing, and subject to clause 10.6, it will accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of its duties under the Construction Contract and upon the terms and conditions of the Construction Contract and will if so requested enter into an agreement whereby the Beneficiary is substituted for the Employer under the Construction Contract.*
- 10.4 *The Employer acknowledges that the Contractor shall be entitled to rely on a notice given to the Contractor by the Beneficiary under clauses 10.2 or 10.3 as conclusive evidence that the Beneficiary has taken over from the Employer the obligations and responsibilities of the Employer towards the Contractor, such that the Contractor should accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer.*
- 10.5 *Notwithstanding anything contained in this agreement, and notwithstanding any payments which may be made by the Beneficiary to the Contractor, the Beneficiary will not be under any obligation to the Contractor, nor will the Contractor have any claim or cause of action against the Beneficiary, unless and until the Beneficiary has given written notice to the Contractor pursuant to clauses 10.2 or 10.3 of this agreement.*

- 10.6 *It shall be a condition of any notice given by the Beneficiary pursuant to clauses 10.2 or 10.3 that the Beneficiary or its appointee accepts liability for the performance of the Employer's obligations under the Construction Contract including the payment of fees and all other sums properly payable to the Contractor by the Employer under the Construction Contract (save that the Beneficiary will, in paying such sums, be entitled to the same rights of set-off and deduction as would have applied to the previous Employer under the Construction Contract) and including the rectification of any outstanding breach or breaches by the previous Employer so far as they have been properly included in the Contractor's Specified Grounds and are capable of remedy by the Beneficiary. Upon the issue of any notice by the Beneficiary under clauses 10.2 or 10.3, the Construction Contract shall continue in full force and effect as if no right of termination on the part of the Contractor had arisen and the Contractor shall be liable to the Beneficiary or its appointee under the Construction Contract in lieu of its liability to the Employer. If any notice given by the Beneficiary under clauses 10.2 or 10.3 requires the Contractor to accept the instructions of the Beneficiary's appointee, the Beneficiary shall be liable to the Contractor as guarantor for its appointee in respect of the payment of all sums from time to time due to the Contractor from the Beneficiary's appointee and in respect of all the appointee's obligations arising pursuant to this agreement.]*

11. SUCCESSORS

References to the Beneficiary shall include the person or persons from time to time entitled to the benefit of this agreement

12. SUBCONTRACTORS

Following a written request from the Beneficiary the Contractor will (unless it has already done so) use all reasonable endeavours to procure that its subcontractors (if any) execute deeds of warranty in the same or equivalent terms as are set out in this agreement in favour of any person in whose favour the Construction Contract obliged the Contractor to give, or procure the giving, of such warranties.

13. NOTICES

Any notice, request, demand, consent or approval given under or in connection with this agreement must be given or confirmed in writing. Any such notice, request, demand, consent or approval shall be delivered personally or addressed to the respective address of the parties set out in this agreement or to the registered office or the principal business address of either party for the time being and, if sent by post, shall be sent by first class pre-paid post or recorded delivery and shall be deemed to have been received on second working day after the same shall have been posted.

14. THIRD PARTY RIGHTS

This agreement is enforceable by the original parties to it and by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

15. APPLICABLE LAW AND JURISDICTION

This agreement will be construed in accordance with the laws of England and Wales as applied in Wales and shall be in all respects subject to the jurisdiction of the courts of England and Wales.

IN WITNESS whereof this agreement has been executed as a deed and delivered on the date stated above.

EXECUTED as a **DEED** by the

CONTRACTOR

by the signatures of:

[Alternative A](#)

Authorised Signatory

Authorised Signatory

[Alternative B](#)

Director

Director/Company Secretary

EXECUTED as a **DEED** by the

BENEFICIARY

by the signatures of:

[Alternative A](#)

Authorised Signatory

Authorised Signatory

[Alternative B](#)

Director

Director/Company Secretary

**THE COMMON SEAL of the
EMPLOYER**

was affixed to this deed
in the presence of:

[affix common seal here]

Authorised signatory

DATED

20[..]

**SWWRCF
VOLUME 2 APPENDIX G**

(1) {CONSULTANT}

AND

(2) {CONTRACTOR}

AND

(3) {BENEFICIARY}

DEED OF COLLATERAL WARRANTY

**Relating to the provision of
at {insert details}**

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6.	INSURANCE	98
7.	DOCUMENTS	98
8.	ASSIGNMENT	99
9.	INSPECTION OF DOCUMENTS	99
10.	SUCCESSORS	99
11.	SUB-CONSULTANTS	99
12.	NOTICES	100
13.	APPLICABLE LAW AND JURISDICTION	100
14.	THIRD PARTY RIGHTS	100

Date of Agreement:

Project:

Contractor:

Company Registration Number:

of/whose registered is at:

Consultant:

Company Registration Number:

of/whose registered is at:

Beneficiary:

Company Registration Number:

of/whose registered is at:

Services: (as more particularly
described in the Appointment)

Appointment dated:

**Other parties apart from the
Consultant (if any):**

Professional Indemnity Insurance: £ million
(minimum cover)

1. INFORMATION

The information completed on page 1 of this agreement forms part of this agreement

2. BACKGROUND

- 2.1 The Beneficiary has an actual or prospective interest in the Project.
- 2.2 The Consultant is or has been appointed by the Contractor under the terms of the Appointment to provide the services briefly described on page 1 of this Agreement and more particularly described in the Appointment.

3. CONSIDERATION

This agreement is made on the date appearing on page 1 between the Consultant and the Beneficiary in consideration of the payment of £1 by the Beneficiary to the Consultant (receipt of which the Consultant acknowledges).

4. WARRANTY AND LIABILITY

- 4.1 The Consultant warrants to the Beneficiary that it has complied and will at all times comply with the terms of the Appointment, and any specifications or requirements included or referred to in the Appointment, and that, in the performance of the Services, it has exercised and will continue to exercise the degree of skill, care and diligence reasonably to be expected of a skilled and qualified professional person holding himself out as competent to perform those services in relation to projects of a similar size, scope and nature as the Project.
- 4.2 The Consultant has no liability under this agreement which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Appointment as joint employer and the Consultant shall be entitled in any action or proceedings by the Beneficiary under this agreement to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs or counterclaims) as it would have had if the Beneficiary had been named as the Contractor under the Appointment. However, it shall not be a defence to any action brought against the Consultant under this agreement that the Contractor has suffered no loss under the Appointment. Upon the expiration of 12 years from the completion date of the Project the liability of the Consultant under this agreement shall cease save in relation to any claims made by the Beneficiary against the Consultant and previously notified in writing by the Beneficiary to the Consultant.

5. STANDARDS OF PRODUCTS AND MATERIALS

- 5.1 The Consultant warrants that it has exercised, and will continue to exercise, all reasonable skill, care and diligence in accordance with this agreement to see that it has not specified or selected for use, and will not specify or select for use, and (as appropriate) it has not authorised or approved, and it will not authorise or approve, the specification, selection or use by others of any product or material or building practice or technique which is prohibited by the Appointment or is not in conformity with relevant British or European Union Standards and/or Codes of Practice or which at the time of specification, selection, approval or authorisation is widely known to members of the Consultant's profession to be deleterious or hazardous to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which it is used.

- 5.2 If, in the performance of its duties under the Appointment, the Consultant becomes aware that it, or any other person, has specified or used, or authorised or approved, the specification or use by others of any such products or materials the Consultant will notify the Beneficiary in writing forthwith. This clause does not create any additional duty for the Consultant to inspect or check the work of others which is not required by the Appointment.

6. INSURANCE

6.1 The Consultant covenants:-

- (a) to take out and maintain professional indemnity insurance with reputable insurers in the UK insurance market in an amount of not less than that stated on page 1 for any occurrence or series of occurrences arising out of any one event for a period expiring no earlier than 12 years after the date of practical completion of the Project in accordance with the Building Contract, provided that such insurance is available in the UK insurance market to members of the Consultant's profession at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts or omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates;
- (b) to inform the Beneficiary or its assignees in writing immediately of any failure or inability to maintain such professional indemnity insurance cover in accordance with clause 6.1.1, and of any circumstances likely to render such insurance void or voidable, in order that the Consultant and the Beneficiary can discuss means of best protecting their respective positions in the absence of such insurance; and
- (c) when reasonably requested by the Beneficiary, to produce for inspection documentary evidence that its professional indemnity insurance cover is being properly maintained and that payment has been made in respect of the last preceding premium.

7. DOCUMENTS

- 7.1 In relation to drawings, designs, details, plans, reports, models, specifications, bills of quantities, calculations, software and other documents of any nature whatsoever which have been, or are hereafter, created or developed by the Consultant in the course of performing its obligations under the Appointment ("Documents") the Consultant hereby grants, or agrees to grant, to the Beneficiary an irrevocable royalty-free non-exclusive licence to use and reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable including (but without limitation) the carrying out, completion, maintenance, letting, advertisement, modification, extension, reinstatement, reconstruction and repair of the Project. Such licence will carry the right to grant sub-licences and will be transferable to third parties but shall not entitle the owner of such licence or any sub-licences to reproduce the designs contained in the Documents. Such licence shall take effect from the date of this agreement or (in relation to Documents not yet in existence) from the date of the creation of the relevant Document and shall continue notwithstanding any termination of

this agreement. Neither the Beneficiary, nor any recipient of any sub-licence under this clause, shall hold the Consultant liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by it.

- 7.2 The Consultant agrees on reasonable request at any time and following reasonable written prior notice to give the Beneficiary, or those authorised by it, access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 7.3 The Consultant warrants to the Beneficiary that it has used the standard of skill, care and diligence as set out in clause 4.1 to see that the Documents (save to the extent duly appointed sub-consultants have been used to prepare the same) are its own original work and that in any event their use in connection with the Project will not infringe the rights of any third party.

8. ASSIGNMENT

- 8.1 The benefit of this agreement be assigned by the Beneficiary to any beneficiary having a bona fide actual or prospective legal or commercial interest in the Project or any part [twice] only without the consent of the Consultant provided that the Consultant shall be entitled to receive notice of such an assignment in writing within a reasonable period of the assignment taking place. The Consultant will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this agreement (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary hereunder or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Project or that that original beneficiary or any intermediate beneficiary has not suffered any or as much loss.
- 8.2 Notwithstanding clause 8.1, the Beneficiary may assign the benefit of this agreement without restriction to any company within the same "group" as the Beneficiary (as defined by Section 42 of the Landlord and Tenant Act 1954).

9. INSPECTION OF DOCUMENTS

The Consultant's liabilities under this agreement will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection which the Beneficiary may make or procure to be made for its benefit or on its behalf.

10. SUCCESSORS

References to the Beneficiary shall include the person or persons from time to time entitled to the benefit of this agreement.

11. SUB-CONSULTANTS

Following a written request from the Beneficiary the Consultant will (unless it has already done so) use all reasonable endeavours to procure that its sub-consultants (if any) execute deeds of warranty in the same or equivalent terms as are set out in this agreement in favour of any person in whose

favour the Appointment obliged the Consultant to give, or procure the giving of, such warranties.

12. NOTICES

Any notice, request, demand, consent or approval given under or in connection with this agreement must be given or confirmed in writing. Any such notice, request, demand, consent or approval shall be delivered personally or addressed to the respective address of each party set out in this agreement or to the registered office or the principal business address of either party for the time being and, if sent by post, shall be sent by first class pre-paid post or recorded delivery and shall be deemed to have been received on the second working day after posting.

13. APPLICABLE LAW AND JURISDICTION

This agreement will be construed in accordance with the laws of England and Wales as applied in Wales and shall be in all respects subject to the jurisdiction of the courts of England and Wales.

14. THIRD PARTY RIGHTS

This agreement is enforceable by the original parties to it and their successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

IN WITNESS WHEREOF this agreement has been executed as a deed on the date and year stated above.

Alternative A (where the Consultant is a company)

EXECUTED as a **DEED** by

THE CONSULTANT

acting by a director and its company
secretary or two directors:
Director

Signature

Director/Company Secretary

Signature

Alternative B (where the Consultant is a partnership)

EXECUTED as a **DEED** by

THE CONSULTANT

by the signatures of those partners
authorised to bind the Consultant:

[Partner]

[Name]

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

[Partner]

[Name]

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

[Partner]

[Names]

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

EXECUTED as a **DEED** by

THE BENEFICIARY

by the signatures of:

Alternative A

Authorised Signatory

Authorised Signatory

Alternative B

Director

Director/Company Secretary

EXECUTED as a **DEED** by

THE CONTRACTOR

by the signatures of:

Alternative A

Authorised Signatory

Authorised Signatory

Alternative B

Director

Director/Company Secretary

DATED

20[..]

**SWWRCF
VOLUME 2 APPENDIX H**

(1) SUBCONTRACTOR

AND

(2) CONTRACTOR

AND

(3) BENEFICIARY

DEED OF COLLATERAL WARRANTY

Relating to the provision of

{insert details} at {insert details}

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10.	SUCCESSORS	110
11.	NOTICES	110
12.	THIRD PARTY RIGHTS	110
13.	APPLICABLE LAW AND JURISDICTION	110

Date of Agreement:

Project:

Works:

**(as more particularly described in the
Building Contract)**

Subcontract Works:

**(as more particularly described in the
Subcontract)**

Beneficiary:

Company Registration Number:

of/whose registered is at:

Contractor:

Company Registration Number:

of/whose registered is at:

Subcontractor:

Company Registration Number:

of/whose registered office is at:

Subcontract dated:

**Professional/Contractor's Indemnity
Insurance:**

£ million (minimum cover)
("Nil" if not applicable)

1. INFORMATION ON PAGE 1

The information completed on page 1 of this agreement forms part of this agreement.

2. BACKGROUND

- 2.1 The Contractor has been appointed under the Building Contract to carry out the Works.
- 2.2 The Contractor has entered into, or intends to enter into, the Subcontract with the Subcontractor for the design (if applicable) and construction of the Subcontract Works.

3. CONSIDERATION

This agreement is made on the date appearing on page 1 between the Contractor, the Subcontractor, and the Beneficiary in consideration of the payment of £1 by the Beneficiary to the Subcontractor (receipt of which the Subcontractor hereby acknowledges).

4. WARRANTY AND LIABILITY

- 4.1 The Subcontractor warrants to the Beneficiary that it has complied, and will at all times comply, with the terms of the Subcontract and any specifications or requirements included or referred to in the Subcontract and that it has exercised and will continue to exercise the degree of skill, care and diligence reasonably to be expected of a competent Subcontractor, and (to the extent that the Subcontractor is responsible for any design under the Subcontract) the degree of skill, care and diligence reasonably to be expected of a competent professional designer or combination of designers holding himself or themselves out as being experienced in carrying out works [and design in relation to works] of a similar size, scope and nature to the Subcontract Works.
- 4.2 The Subcontractor has no liability under this agreement which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Subcontract as joint employer and the Subcontractor shall be entitled in any action or proceedings by the Beneficiary under this agreement to rely on any limitation in the Subcontract and to raise the equivalent rights in defence of liability (but excluding set offs and counterclaims) as it would have had if the Beneficiary had been named as such under the Subcontract. Upon the expiration of 12 years from the date of completion of the Subcontract Works in accordance with the Subcontract the liability of the Subcontractor under this agreement shall cease save in relation to any claims made by the Beneficiary against the Subcontractor and previously notified in writing by the Beneficiary to the Subcontractor.

5. STANDARDS OF PRODUCTS AND MATERIALS

- 5.1 The Subcontractor warrants to the Beneficiary that (unless otherwise authorised or instructed by or on behalf of the Beneficiary):
 - (a) in relation to any part of the Subcontract Works for which the Subcontractor is responsible for the design, it has exercised, and will

exercise, all reasonable skill, care and diligence in accordance with this agreement to see that it has not specified, selected, approved or authorised for use and will not specify, select, approve or authorise for use; and

- (b) it has not used, and will not use, in connection with the Subcontract Works: any product or material or building practical or technique which is prohibited by the Subcontract or is not in conformity with relevant British or European Union Standards and/or Codes of Practice or which at the time of specification, selection, approval or authorisation is otherwise generally known within the UK construction industry to be deleterious or hazardous to health and safety or to the durability of the Subcontract Works.
- (c) If in the performance of its duties under the Subcontract the Subcontractor becomes aware that it or any other person has specified, used, authorised or approved the specification or use by others of any such product or materials, building practices or techniques, the Subcontractor will notify the Beneficiary forthwith. This clause does not create any additional duty for the Subcontractor to inspect or check the work of others which is not required by the Subcontract.

6. INSURANCE

6.1 The Subcontractor covenants:

- (a) in relation to any design of the Subcontract Works for which the Subcontractor is responsible, to take out and maintain with reputable insurers in the UK insurance market professional indemnity insurance in an amount of not less than that stated on page 1 for any occurrence or series of occurrences arising out of any one event, for a period expiring no earlier than 12 years after the date of completion of the Subcontract Works in accordance with the Subcontract, provided always that such insurance continues to be available in the UK insurance market at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Subcontractor's own claims record or other acts or omissions particular to the Subcontractor shall be deemed to be within commercially reasonable rates;
- (b) to inform the Beneficiary or its assignees in writing immediately of any failure or inability to maintain insurance in accordance with clause 6.1.1, and of any circumstances likely to render such insurance void or voidable, in order that the Subcontractor and the Beneficiary can discuss the means of best protecting their respective positions in the absence of such insurance;
- (c) when reasonably requested by the Beneficiary, to produce for inspection documentary evidence that its professional indemnity insurance cover is being maintained properly and that payment has been made in respect of the last preceding premium.

7. DOCUMENTS

- 7.1 In relation to all drawings, details, plans, reports, models, specifications, bills of quantities, calculations and other documents of any nature whatsoever which have been or are hereafter created or developed by the Subcontractor in the course of performing its obligations under the Subcontract ("Documents") the Subcontractor hereby grants, or agrees to grant, to the Beneficiary a royalty-free non-exclusive licence to use and reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable including but without limitation, the carrying out, completion, maintenance, letting, advertisement, modification, extension, reinstatement, reconstruction and repair of the Subcontract Works. Such licence will carry the right to grant sub-licences and will be transferable to third parties but shall not entitle the owner of such licence or of any sub-licence to reproduce the designs contained in the Documents. Such licence shall take effect from the date of this agreement or (in relation to documents not yet in existence) from the date of the creation of the relevant Document and shall continue notwithstanding any termination of this agreement. Neither the Beneficiary nor any recipient of any sub-licence under this clause, shall hold the Subcontractor liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by it.
- 7.2 The Subcontractor agrees, on reasonable request at any time, and following reasonable written prior notice, to give the Beneficiary or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 7.3 The Subcontractor warrants to the Beneficiary that it has used the standard of skill, care and diligence as set out in clause 4.1 to see that the Documents (save to the extent any duly appointed sub-subcontractors have been used to prepare the same) are its own original work and that in any event their use in connection with the Subcontract Works will not infringe the rights of any third party.

8. ASSIGNMENT

- 8.1 The Beneficiary shall be entitled to assign the benefit of this agreement or any rights arising hereunder to a purchaser, mortgagee or tenant of the whole or any part of the Project twice only without the consent of the Subcontractor provided that the Subcontractor shall be entitled to receive notice of such an assignment in writing within a reasonable period of the assignment taking place. The Subcontractor will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this agreement (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary hereunder or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Subcontract Project or the Project or that the original beneficiary or any intermediate beneficiary has not suffered any, or as much, loss.
- 8.2 Notwithstanding clause 8.1, the Beneficiary may assign the benefit of this agreement without restriction to any company within the same "group" as the Beneficiary (as defined by Section 42 of the Landlord and Tenant Act 1954).

9. INSPECTION OF DOCUMENTS

The Subcontractor's liabilities under this agreement will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection which the Beneficiary may make or procure to be made for its benefit or on its behalf.

10. SUCCESSORS

References to the Beneficiary shall include the person or persons from time to time entitled to the benefit of this agreement.

11. NOTICES

Any notice, request, demand, consent or approval given under or in connection with this agreement must be given or confirmed in writing. Any such notice, request, demand, consent or approval shall be delivered personally or addressed to the respective address of the parties set out in this agreement or to the registered office or the principal business address of either party for the time being and, if sent by post, shall be sent by first class pre-paid post or recorded delivery and shall be deemed to have been received on the second working day after the same shall have been posted.

12. THIRD PARTY RIGHTS

This agreement is enforceable by the original parties to it and by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

13. APPLICABLE LAW AND JURISDICTION

This agreement will be construed in accordance with the laws of England & Wales as applied in Wales and shall be in all respects subject to the jurisdiction of the courts of England & Wales.

IN WITNESS whereof this agreement has been executed as a deed and delivered on the date stated above

EXECUTED as a **DEED** by the
SUBCONTRACTOR

by the signatures of:

[Alternative A](#)

Authorised Signatory

Authorised Signatory

[Alternative B](#)

Director

Director/Company Secretary

EXECUTED as a **DEED** by the
CONTRACTOR

by the signatures of:

Director

Director/Company Secretary

EXECUTED as a **DEED** by the
BENEFICIARY

by the signatures of:

[Alternative A](#)

Authorised Signatory

Alternative B

Authorised Signatory

Director

Director/Company Secretary

DATED

20[..]

**SWWRCF
VOLUME 2 APPENDIX I**

(1) [INSERT NAME OF EMPLOYER]

(2) [CONTRACTOR]

and

(3) [CONSULTANT]

NOVATION AGREEMENT

In relation to

[]

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BETWEEN:

- (1) **[insert name and address of Employer]** including any successors in title ("the Employer"); and
- (2) **[company name]** (registered in England and Wales No [company number]) whose registered office is at [registered office] **[OR] [individual name]** of [individual address] ("the Contractor");
- (3) **[company name]** (registered in England and Wales No [company number]) whose registered office is at [registered office] **[OR] [individual name]** of [individual address] ("the Consultant")

RECITALS

- A By an agreement dated on or about [] (the "**Appointment**") the Employer has appointed the Consultant to provide [] services (the "**Services**").
- B Under a Contract dated on or about [] (the "**Construction Contract**") the Employer has appointed the Contractor to design and construct certain works as described in the Construction Contract (the "**Works**").
- C The Employer, Consultant and Contractor have agreed that from the date of this agreement the Contractor shall assume the rights, liabilities and obligations of the Employer and that the Consultant shall perform its obligations under the Appointment in favour of the Contractor and that the Employer and the Consultant shall each release the other from any obligations owed by the other to them under the Appointment.

NOW IT IS AGREED AS FOLLOWS:

1. RELEASE BY THE EMPLOYER OF THE CONSULTANT

- 1.1 The Employer releases and discharges the Consultant from any and all obligations and liabilities owed to the Employer under the Appointment.

2. RELEASE BY THE CONSULTANT OF THE EMPLOYER

- 2.1 Subject to all fees properly due and owing under the Appointment at the date of this agreement having been paid to the Consultant, the Consultant releases and discharges the Employer from any and all obligations and liabilities owed to the Consultant under the Appointment, and accepts the liability of the Contractor under the Appointment in lieu of the liability of the Employer.

3. ACCEPTANCE OF LIABILITY BY THE CONSULTANT TO THE CONTRACTOR

- 3.1 Subject to the variations, if any, set out in Schedule 1 to this Deed, the Consultant undertakes to perform the Appointment and to be bound by its terms, in every way as if the Contractor were and had been from inception of the Appointment a party to the Appointment in lieu of the Employer.

- 3.2 All rights of action and remedies against the Consultant under or pursuant to the Appointment vested in the Employer shall from the date of this Deed vest in the Contractor.
- 3.3 The Consultant warrants to the Contractor that, in respect of the duties and obligations which it has already performed under the Appointment, it has performed those duties and obligations in accordance with the standards of skill and care set out in the Appointment. Furthermore, the Consultant shall be liable for any loss or damage suffered or incurred by the Contractor, arising out of any negligent act, default or breach of the Consultant's obligations under the Appointment, notwithstanding that the Employer may not have suffered any or as much loss or damage. No waiver by the Employer, either express or implied, shall affect the Consultant's liability to the Contractor pursuant to this clause.
- 3.4 The liability of the Consultant to the Contractor pursuant to this agreement, or pursuant to the Appointment, shall not be affected by the Contractor's assumption of liability for design to the Employer pursuant to the Construction Contract.
- 3.5 The Consultant acknowledges that the Contractor has relied upon, and will continue to rely upon, the Services carried out by the Consultant.
- 3.6 The Consultant shall have regard to any obligations on the part of the Contractor in the Construction Contract, and shall perform the Services in the Appointment or as amended in the Schedules hereto in such manner and at such times so as not to constitute, cause or contribute to any breach of the Construction Contract by the Contractor.

4. ACCEPTANCE OF LIABILITY BY THE CONTRACTOR

- 4.1 With the exception of any outstanding liability to pay any fees properly owing under the Appointment at the date of this agreement, and subject to the variations if any set out in Schedule 2 to this Deed, the Contractor accepts the liabilities of the Employer, and undertakes to perform the Appointment and to be bound by its terms in every way as if the Contractor were, and had been from inception of the Appointment, a party to the Appointment in lieu of the Employer, and as if all acts and omissions of the Employer under or pursuant to the Appointment prior to the date of this Agreement were the acts or omissions of the Contractor.
- 4.2 All rights of action and remedies vested in the Consultant under or pursuant to the Appointment shall from the date of this agreement vest against the Contractor.

5. AFFIRMATION OF APPOINTMENT

- 5.1 The terms and conditions of this Deed represent the entire agreement between the parties relating to the novation of the Appointment, and except as specifically amended by this Deed, all the terms and conditions of the Appointment remain in full force and effect.

6. WARRANTIES AND ACKNOWLEDGEMENTS

- 6.1 The Employer warrants and acknowledges to the Contractor that:

- (a) it has at all times observed and performed and is not in breach of the Appointment; and
- (b) at the date hereof it has paid to the Consultant the sum of £[] plus VAT in accordance with the terms and conditions of the Appointment; and
- (c) at the date hereof there is no sum or sums due to the Consultant under the Appointment or arising therefrom that have not been discharged by the Employer; and
- (d) it is not aware of any breach of the Appointment committed by the Consultant; and
- (e) it has not assigned the Appointment nor any benefit arising under or from that Appointment to any third party and it is not holding any such benefit on trust for any third party.

6.2 The Consultant acknowledges that, prior to entering into this agreement, it has inspected a copy of the Construction Contract (including all documents comprising the Construction Contract). The Consultant further acknowledges that any breach of the Appointment (whether on or before the date of this agreement or at any time thereafter) may result in the Contractor incurring liabilities under or arising out of the Construction Contract and/or other contracts that the Contractor has or may enter into.

7. EXISTING CLAIMS

- 7.1 In this clause the “Existing Claims” mean such breaches or alleged breaches of obligations under the Appointment as are at the date of this Deed the subject of adjudication, arbitration, litigation or any other form of dispute resolution between the Employer and Consultant, brief details of which are set out in Schedule 3.
- 7.2 Notwithstanding any other provision in this Deed, this Deed shall not operate to release or discharge the Employer or the Consultant in respect of the Existing Claims.
- 7.3 The Employer hereby assigns to the Contractor the right to pursue or defend the Existing Claims in the name of the Employer.
- 7.4 The Contractor shall indemnify the Employer in respect of any costs, damages, or expenses incurred by the Employer in consequence of the Contractor pursuing or defending the Existing Claims.
- 7.5 The Employer shall account to the Contractor in respect of any sums which the Employer receives from the Consultant in respect of the Existing Claims.

8. LAW AND JURISDICTION

- 8.1 This Deed and the rights and obligations of the parties under it shall be governed and construed according to the laws of England & Wales as applied in Wales. Any dispute shall be subject to the jurisdiction of the courts of England & Wales.

9. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

- 9.1 No provision of this Deed is intended to create or creates any right or benefit enforceable against the parties to this Deed under the Contract (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties have executed and delivered this document as a Deed on the date and year stated above

[Alternative A](#) (where the Consultant is a company)

EXECUTED as a **DEED** by

THE CONSULTANT

acting by a director and its company
secretary or two directors:
Director

Signature

Director/Company Secretary

Signature

[Alternative B](#) (where the Consultant is a partnership)

EXECUTED as a **DEED** by

THE CONSULTANT

By the signatures of those partners authorised
To bind the Consultant:

Partner

Name

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

Partner

Name

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

Partner

Name

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

in the presence of:

Partner

Name

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....
.....
Occupation:

EXECUTED as a DEED by THE EMPLOYER

By affixing its Common Seal [affix common seal here]
in the presence of:

Authorised signatory

EXECUTED as a DEED by THE CONTRACTOR

acting by:

Alternative A

Authorised signatory

Authorised signatory

Alternative B

Authorised signatory

Authorised signatory



Appendix G

Framework Vol. 3 – Enquiry Document

CYNGOR SIR CAERFYRDDIN
(ar ei ran ei hun ac Awdurdodau eraill sy'n cymryd rhan)

FFRAMWAITH CONTRACTWYR RHANBARTHOL DE-ORLLEWIN CYMRU

CYFROL 3

Dogfen Ymholiadau Ynghylch y Fframwaith

CARMARTHENSHIRE COUNTY COUNCIL
IN ASSOCIATION WITH NEATH PORT TALBOT, PEMBROKESHIRE AND
THE CITY AND COUNTY OF SWANSEA COUNCILS

SOUTH WEST WALES REGIONAL CONTRACTORS FRAMEWORK

VOLUME 3

Framework Enquiry Document

Date: APRIL 2011



Neath Port Talbot
Castell-nedd Port Talbot
County Borough Council Cyngor Bwrdeistref Sirol



VOLUME 3 – FRAMEWORK ENQUIRY DOCUMENT

Part 1 Instructions to Tenderers

Part 2 Specific Instructions

- 1 General
- 2 Amendments to tender invitation documents
- 3 Tender enquiries and communications
- 4 Evaluation of tender

Part 3 Tenderers must note

Part 4 Returning completed tender documentation

PART 1 INSTRUCTIONS TO TENDERERS

1. Tenders must be submitted in accordance with the following instructions. The Employer, whose decision in the matter shall be final, may reject any that do not comply.
2. All the tender documentation must be treated as private and confidential. Tenderers should only release details of the tender documentation on a confidential basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing this tender.
3. Tenderers shall not, at any time, release information concerning the invitation to tender and/or the tender documents for publication in the Press or on radio, television, screen or any other medium without the prior approval of the Employer.
4. Tenderers should not assume that an invitation to tender in any way means the Tenderer has satisfied the Employer regarding any matters raised in the Tenderer's previously submitted Pre-Tender Qualification Questionnaire.
5. The Tender documents are, and shall remain the property and copyright of the Employer.
6. Applications must be made on the Form of Tender incorporated in these Tender Documents. Tenderers will be required to sign and submit this together with the other information requested. In the case of a consortium, confirmation must be made that it will form itself into a legal entity prior to the contract commencing, either by means of incorporation or by a partnership where each party to the consortium will be jointly and severally liable for the performance of the contract.
7. The Tender and supporting documents to be returned must be completed in English. Any resulting contract its formation, its interpretation and performance will be subject to, and in accordance with the Law of England and Wales as applied in Wales.
8. Unit rates where required must be quoted in pounds sterling and decimal fractions of a pound. Such fractions need not be restricted to any specific number of decimal places but the product of multiplying the rate by any guide quantity must be expressed in pounds and whole pence (i.e.; two decimal places). Any lump sum item prices must also be expressed in a similar manner. Every relevant item must be priced. Where there is no charge, a "NIL" figure shall be included.
9. Tenders should be submitted exclusive of Value Added Tax (VAT).
10. Tenderers shall be deemed to have satisfied themselves before submitting their Tender as to the correctness of their tender prices stated which shall (except as insofar as is otherwise provided in the Contract), cover all the obligations under this Contract.

11. Any queries arising from the tender documentation the answers to which may have a material bearing on the offer to be made shall be sent to the Employer at the Portal SWWRCF@carmarthenshire.gov.uk.
12. Tenderers shall raise queries as soon as possible during the tender period and where queries are received at least 28 days before the specified date for return of tenders the Employer will endeavour to provide a written response within 14 days of receipt. Where queries are received after that date it may not be possible to provide responses before the date for return of tenders.
13. Tenderers are referred to Part 2 of these Instructions for further guidance on the handling of queries.
14. Tenderers will be responsible for all expenses incurred by themselves in the preparation of their tender submission.
15. Any alteration or addition to the Framework Agreement enclosed with the tender documentation or other qualification to the tender submission in respect of the standard bid may result in the Tender not being accepted.
16. Where tender submissions are incomplete the Employer reserves the right not to consider them.
17. Tender documents must be completed in black or blue ink.
18. Tenderers are advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted and results in a successful Tender Award.
19. It is the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Employer (whether in the Tender Documentation or otherwise) is supplied only, for general guidance in the preparation of Tenders and no warranty is given as to its accuracy or completeness.
20. The Employer is not bound to accept the lowest or any Tender and shall not incur any liability in respect of any Tender submitted.
21. Tenders shall remain open for acceptance for 120 days

22. Tenders shall only be submitted on the basis that they are bona-fide Tenders. In recognition of this principle it is agreed that the Employer shall have the power to cancel the Framework Contract and to recover from the Tenderer the amount of any loss arising from the cancellation if the Tenderer shall have either:
- a. Offered or given or agreed to give any Officer or Member of the Employer any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure. The word Tenderer for these purposes shall be deemed to include any and all persons employed by either the Tenderer or by any company or consortium acting as the Tenderer, or by any person purporting to act on the Tenderer's behalf whether the Tenderer is aware of their acts or not. The Tenderer's attention is drawn to sections 94 to 98 and section 117 of the Local Government Act 1972 (as amended); or
 - b. Communicated to any person other than the Employer the amount or approximate amount of the proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance), or
 - c. entered into any agreement or arrangement with any person as to the amount of any proposed Tender or that person shall refrain from Tendering. Unless otherwise stated all documents requiring a signature must be duly signed as required below; if a date is required, this must also be shown.
23. No servant or agent of the Employer has authority to vary any part of the Tender Documentation other than through the issue of Instructions to Tenderers (ITT) Circulars
24. If the Employer needs to make alterations to the Tender Documentation following submission of tenders, then the Employer shall have the right to price the changes, using the Tenderers own submitted prices applied on a quantum meruit basis.
25. Tenderers should note that the tender is for a Property Construction Framework and that the Employer will not be compiling an in-house submission for this Contract. Tenderers shall also note that the Employer believes that it is unlikely that TUPE will apply in relation to the award of this contract.

PART 2 SPECIFIC INSTRUCTIONS

1. General

- 1.1 Each Tenderer is required to submit a valid bid. Variant Bids will not be considered.
- 1.2 The Tender Invitation Documents repeat some parts of the Information for Prospective Tenderers document issued in respect of the procurement. They also incorporate additional material reflecting the development of the proposals and of the documentation since then. The Tender Invitation Documents shall take precedence in case of any conflict with earlier information supplied.
- 1.3 A valid bid will contain duly completed bid forms set out in Volume 4 and responses to each of the questions in the Questionnaire set out in Volume 4 and proposals in response to each of the bid requirements set out in Volume 4 and should confirm acceptance of the Framework Agreement contained in Volume 2.
- 1.4 If Tenderers believe that they can only submit a sustainable bid with certain qualifications, the Employer will accept as a bid, which is qualified to the minimum extent necessary. Tenderers should note, however, that the *Employer's* strong preference is for unqualified bids and that accordingly any such qualifications will be taken into account in the evaluation of Tenders

2. Amendments to Tender Invitation Documents

- 2.1 During the Tender preparation period the Employer may issue ITT Circulars which will be identified by sequential numbering.
- 2.2 Such circulars will contain details of any amendments to the Tender Invitation Documents together with any further information, which may assist the Tenderers in the preparation of their Tenders.

3. Tender Enquiries and Communications

- 3.1 Tenderers should note the following procedure for obtaining further information, approval of proposals or clarification on all matters arising during the Tender preparation period.
- 3.2 All communications by the Tenderers during the Tender preparation period should be in writing and/or e-mail (as outlined in Part 1 of these instructions). No communication with any other person representing or acting on behalf of the Council should be made without prior approval. Each communication should clearly state that it relates to the South West Wales Regional Contractors Framework Contract, specifying the applicable Lot. Any

such communication to that person at that address shall be taken to be a communication to the Employer.

- 3.3 During the Tender preparation period Tenderers may submit queries through a formal query procedure. Tenderers may view some of these queries as confidential, particularly if they believe that the release of the query to other Tenderers may reveal an innovative approach. The following procedure will be adopted:
- (a) If a Tenderer believes that a query is of a confidential nature then it must be marked as confidential.
 - (b) For the avoidance of doubt such notification of confidentiality shall not prevent the release of the query or communication to the Employer, its Members, advisers or officers
 - (c) If the Employer considers, in its absolute discretion, that it is able to answer the query on a confidential basis (i.e. without disclosing it to other Tenderers), then it will do so.
 - (d) If the Employer considers, in its absolute discretion, that it is unable to answer the query on a confidential basis, then it will notify the Tenderer of its decision and the Tenderer will have the opportunity to withdraw the query.
 - (e) If the Tenderer does not withdraw the query then the query and its answer will, where appropriate, be released to all Tenderers in an ITT Circular.
- 3.4 Where necessary, ITT Circulars (including responses to queries) will generally be released on a Monday during the tender period, and the Employer will endeavour to respond to queries submitted by 12 noon on the previous Thursday.
- 3.5 Tenderers are required to check and undertake responsibility for all aspects of the Tender Invitation Documents, which they choose to incorporate into their own proposals.

4. Evaluation of Tender

- 4.1 The Tenders will be checked initially for compliance with these Instructions to Tenderers and for completeness. Clarification may be sought from Tenderers in order to determine if a Tender is complete and compliant. Tenders which are not substantially complete and/or compliant with these Instructions may be rejected.
- 4.2 An indicative timetable from issue of these Instructions to Tenderers, to Tender submission and contract execution is set out below. This timetable and any revisions thereto or further timetables notified prior to contract execution are for the benefit of the *Employer* and may be changed without prior notice by the Employer. The attention of Tenderers is drawn to the Clarification Meetings included in the proposed schedule. Further details of these meetings will be circulated during the tender period, but it will be expected that the Contractor's nominated Framework Manager (as defined in the Framework Agreement) will attend the Post Tender Clarification Meeting.

Issue of Tender Documents	15th April 2011
Tender Clarification Meeting	TBC—w/c 9th May 2011
Return of Tenders	7th June 2011
Post Tender Clarification Meeting	TBC—w/c 13th June 2011
Award of Tender	July 2011
Commencement of Framework Arrangement	July 2011

PART 3 TENDERERS MUST NOTE THE FOLLOWING

The Tender Invitation Documents are being made available only to those parties who have been pre-qualified and have subsequently been invited to tender for the South West Wales Regional Contractors Framework. They are made available on condition that they are used in connection with the Tender and for no other purpose whatsoever.

Whilst the information in the Tender Invitation Documents has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. Neither the Carmarthenshire County Council ("the Employer") nor any of the Associated Bodies accepts any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty, express or implied, with respect to, the information contained in the Tender Invitation Documents or - on which such documents are based, or with respect to any written or oral information made, or to be made, available to any interested recipient or its professional advisers, and any liability therefore is hereby expressly disclaimed.

Each person to whom the Tender Invitation Documents are made available must make his own independent assessment of the South West Wales Regional Contractors Framework Agreement, after making such investigation and taking such professional advice as he deems necessary to determine his interest in the South West Wales Regional Contractors Framework Agreement.

The information contained in the Tender Invitation Documents and any further information provided by the Employer or its advisers is being made available on the understanding that it will be kept by the bidders and their advisers confidential.

Any such information is released to bidders on condition that it will be used solely for the purposes of submitting bids in response to this invitation. Furthermore it is a condition of bidding that bidders comply with the confidentiality obligations comprised herein. The documents and any information of the type referred to above must not be copied, reproduced, distributed or passed to any other person at any time except to the bidders team advisers and potential investors or funders and then only to the extent that they have undertaken similar confidentiality obligations to the bidder in respect thereof.

Bidders are expressly forbidden from discussing with any other bidder their responses to this ITT or otherwise exchanging information or colluding in respect of this procurement.

Similarly bidders are expressly forbidden from canvassing the Employer or its employees or advisors so as to obtain an unfair advantage. Bidders should note the requirement in this ITT for the submission of Anti-Collusion Certificate contained in the Framework Agreement.

The Tender Invitation Documents are not intended to provide the basis of any investment decision and should not be considered as a recommendation by the Employer or any of the Associated Bodies to any recipient of the Tender Invitation Documents.

Nothing in the Tender Invitation Documents is, or should be relied on as, a promise or representation as to the future. Neither the Employer nor any of the Associated Bodies undertakes to provide the recipient with access to any additional information or to update the information in the Tender Invitation Documents or to correct any inaccuracies which may become apparent. The Employer reserves the right, without prior notice, to change the procedure for the South West Wales Regional Contractors Framework Agreement competition or to terminate discussions and the delivery of information at any time before the signing of any agreement relating to the South West Wales Regional Contractors Framework Agreement.

PART 4 RETURNING COMPLETED TENDER DOCUMENTATION

The tender will comprise two parts: a quality submission and a financial submission.

Package A

This package will comprise 1 No hard copies of the “Quality” Submission together with an electronic copy (including the completed Form of Tender and Anti Collusion Certificate as detailed in Volume 4) and should be submitted in a sealed package clearly marked with the Tenderers name and the letter “**A**” .

Package B

This package will contain one copy of the Financial Submission and should be submitted in a sealed package clearly marked with the Tenderers name and the letter “**B**” .

Submission of Tenders

Tenders should be in sealed packages marked “**A**” and “**B**” each with the Tenderers name clearly marked on it. Both packages should then be returned in a **plain** secured package and delivered to the address below.

Tenders should be sent by registered post, recorded delivery, Red Star Service, Parcel Force Datapost, (or the nearest equivalent postal service from another member state of the European Union), or by Courier or hand delivery. Tenders must be received in a plain sealed envelope or package. Whichever method is used, the envelope or any franking thereon, must not bear any marks, sign or reference which might indicate the name of the Tenderer. If Parcel Force Datapost is used, tenderers will need to ensure that the Post Office waives its requirement for insertion of the sender's name.

The completed tender shall be returned to: -

Chief Executive's Department, - SWWRCF TENDER

Carmarthenshire County Council,

County Hall,

Carmarthen,

Carmarthenshire.

SA31 1JP

Tenders must be marked: -

Private and Confidential

SOUTH WEST WALES REGIONAL CONTRACTORS FRAMEWORK

LOT NO. (To be completed by Tenderer)

LOT TITLE..... (To be completed by Tenderer)

Tenders must be delivered so as to arrive at the above address before **12 noon on Tuesday 7th June 2011**. Tenders received late will not be considered.

Tenderers must submit separate Bids/Tenders for each Lot they wish to be considered for.



Appendix H

Framework Vol. 4 – Bid Document

CYNGOR SIR CAERFYRDDIN
(ar ei ran ei hun ac Awdurdodau eraill sy'n cymryd rhan)

**FFRAMWAITH CONTRACTWYR
RHANBARTHOL DE-ORLLEWIN CYMRU**

CYFROL 4

Dogfen Cynnig

**CARMARTHENSHIRE COUNTY COUNCIL
IN ASSOCIATION WITH NEATH PORT TALBOT, PEMBROKESHIRE
AND THE CITY AND COUNTY OF SWANSEA COUNCILS**

**SOUTH WEST WALES REGIONAL CONTRACTORS
FRAMEWORK**

VOLUME 4

Bid Document

Date: APRIL 2011



Neath Port Talbot
Castell-nedd Port Talbot
County Borough Council Cyngor Uwdeistref Sirol



VOLUME 4 – BID DOCUMENT

Part 1 Anti Collusion Certificate

Part 2 Form of Tender

Part 3 Quality Submission

- | | |
|---|-----------------------------------|
| 1 | Introduction |
| A | Questions on Framework Management |
| B | Questions on Model Project |

Part 4 Financial submission

Part 5 Tender evaluation

- | | |
|---------|--------------------------------------|
| Annex 1 | Standard marks for quality questions |
| Annex 2 | Tender evaluation form |
| Annex 3 | Financial Submission Information |
| Annex 4 | Preliminaries |

Appendix 1- Model Project for Tender Response/Assessment – Lot 1- Regional Framework, construction works exceeding £12m in value.

Appendix 2 - Model Project for Tender Response/Assessment – Lot 2 – East Area, construction works between £3.5 and £12m in value.

Appendix 3 - Model Project for Tender Response/Assessment – Lot 3 – West Area, construction works between £3.5 and £12m in value.

PART 1 – ANTI-COLLUSION CERTIFICATE

- 1 We certify that this tender is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work: -
 - (i)
 - (a) communicate to any person other than Carmarthenshire County Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
 - (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person [outside this consortium] for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i) (a) or (b) above.
2. We further certify that the principles described in paragraphs 1 (i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
3. In this certificate, the word 'person' includes any persons and any body or association, corporate or unincorporated; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

Signed:

Name:.....

Position:.....

Duly authorised to sign tenders and acknowledge the contents of the Anti-Collusion
Certificate for and on behalf of

..... (the Contractor)

Address:

.....

.....

.....

Date:

**PART 2 FORM OF TENDER INCORPORATING ANTI-COLLUSION
CERTIFICATE**

For South West Wales Regional Contractors Framework

Lot No. (Please insert)

Lot Title.....(Please insert)

The Tenderer must complete a separate Form for each Lot they wish to be considered for.

**To: Carmarthenshire County Council, County Hall, Carmarthen,
Carmarthenshire (the Employer)**

We offer to provide Works in accordance with the Framework Agreement for such sums as may be determined by the said Framework Agreement. Unless and until a formal agreement is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

This offer remains open for acceptance for a period of 120 days.

Yours faithfully

Signed:

Name:

Position:

On behalf of: (the Contractor)

Address:

.....

.....

Date:

PART 3 - QUALITY SUBMISSION

INTRODUCTION

- 1.1 This volume contains a series of questions to be addressed by tenderers. The answers to these questions will form the Quality Submission to be considered alongside the Financial Submission as described in Part 4.
- 1.2 Tenderers should note that their response to the questions must be compiled strictly in accordance with these instructions.
- 1.3 The questionnaire has been supplied in paper format and on a CD. It is expected that tenderers will wish to assemble responses to questions by manipulation of the electronic copy of the file. Responses must be arranged so that each question starts on a fresh page.
- 1.4 The response document must, however, be submitted as a paper document. This document must be contained within a folder of suitable size with all appendices included and clearly indexed. In addition, an electronic copy of the responses is also required.
- 1.5 Applicants must not alter the numbering system or order of questions. Appendices must be cross-referenced to the question number.
- 1.6 Responses to questions shall address all matters contained or implied within the questions and shall be factual, concise and complete. Marks will be lost if the responses are deemed to exceed the limit as set out for each question . However, this should not be seen as a benchmark and answers should be shorter where concise and complete answers can be given in less space and where responses demand more space because, for example, tables, diagrams or schedules are an appropriate means of responding then longer answers can be given. Where appropriate, responses that include reference to a tenderer's achievements will be marked higher than those that refer to aspirations.

The Questions are split into two Sections, (A) Framework Management and Development , and (B) Project Specific.

SECTION A - FRAMEWORK MANAGEMENT AND DEVELOPMENT

The Framework Management and Development function will run for the full duration of the Framework Period and the level of service will **not** be dependant on Project Workloads. To enable the Contractor to make due allowance the Framework Management and Development process will be based on the following principles:

1. The Contractor will be expected to attend and participate at an annual Framework Development Meeting (full day) – which will comprise a joint meeting/workshop with the Authorities, other Framework Contractors and Contractor/Consultant Partners. The Contractor is to include for all preparatory works/services required to fully participate in the meeting and to action any outcome from the meeting.
2. Training and Employment: The Contractor is expected to fully engage with the Authorities and Education providers to maximise the potential for economic and social regeneration. Project Specific Requirements have been set out in the Documents, however the Contractor must ensure that links and relationships are developed and in place for the successful operation of the Framework.
- 3 The Contractor is to include for fully participating in a Meet the Buyer day, to be held annually to identify additional SME suppliers that have not been used before and that are based in and around the localities of the proposed call off contracts.
- 4 The Contractor will provide monthly Progress Reports, presented to the Employer's Framework Manager. The Reports will be in a format to be agreed with the Employer and will report key issues arising from each Individual call off contract.

The Contractors Framework Management and Development Works will not be directly reimbursed by the Employer and the Contractor must make provision for the recovery of all costs through his general operating overheads.

In order that the “Quality” of the Framework Management and Development Provision can be evaluated the Tenderer is requested to provide the following information in his submission:

SECTION A - FRAMEWORK MANAGEMENT QUESTIONS

QUALITY ASSESSMENT

Notes :

- Reference to Font Size – CV’s to be in 11 point font but the remainder of the document to be in the most appropriate font taking account of guidelines on length of responses as stated in Para 1.6 above.

A-Q. 1 Please provide your general method statement for the delivery of the Framework Management and Development function. Your answer should include details of your proposed management structure, senior staff together with details of staff that you would choose to identify as Key Personnel within the terms of the Framework Agreement. Of particular importance is the person who will be the day to day contact for the Framework Agreement (Contractor’s Framework Manager). **(Maximum 3 A4 sides).**

A-Q. 2 Please Provide CV's of the Personnel directly involved with the Framework (Not the Project Specific Personnel unless they have a dual role) in the following format:-

- Name
 - Date of Birth
 - Qualifications/Dates
 - Position
 - Time in Position
 - Key Skills (including degree of fluency in written and spoken English and Welsh)
 - Career Summary indicating relevant experience
 - Selected Project Experience including dates, name of employer and description of responsibility
-
- Number of CV's to be sufficient to identify Key Personnel and Senior Staff as required by response to Question A .1
 - **No more than 4 CV's to be submitted , each CV to be no more than 2 sides A4**

- A-Q.3** Please give details of your corporate structure showing how the management of this Framework would be accommodated and reporting channels with the Company's Senior Management/Directors. **(Max A4 2 sides)**
- A-Q.4** Provide proposals for dealing with potential and actual conflicts of interests. How the Council's work will be given priority bearing in mind that the volume or regularity of commissions cannot be guaranteed. To facilitate operation of an appointment the tenderer is required to indicate the minimum period of notice required for the appointment. **(Max 1 A4 side).**
- A-Q.5** Please provide your proposals for providing Training and Employment Opportunities to comply with the Framework Agreement. **(Max 4 A4 sides).**
- A-Q.6** Please provide any examples of participation in Meet the Buyer or similar initiatives you have carried out on previous Projects. **(Max 2 A4 sides).**
- A-Q.7** Please provide a typical example (either Existing or Proposed) which you would present as your Monthly Report for the Framework. Please highlight the matters you consider to be of importance for the successful delivery of the Projects to which you have been Appointed. **(Max 12 A4 sides).**
- A-Q.8** Do you have IT systems to provide the services noted above? Please describe systems in output terms and describe how relevant information could be transferred to an Employer's system. **(Max 2 A4 sides).**

FINANCIAL ASSESSMENT

- A-Q.9** As noted above and in the Framework Agreement the Framework Management function listed above will not be reimbursed as an itemised cost but will be treated as an overhead, the contractor must allow for the recovery of his costs within his operating costs overheads.

The Contractor is not expected to detail the cost of each element of the services noted for this submission however, he is requested to provide Hourly Cost Information for all Persons identified as having an involvement with the Framework. The Hourly Costs will **not** form part of the Financial Evaluation for the Framework.

SECTION B - PROJECT SPECIFIC

Details of a typical Project are included in Appendix 1,2 and 3. There are Specific Projects for each of the Lots 1,2 and 3 detailed in the Notice and the Tenderer should only provide a response for the Lot(s) which they wish to submit a Tender.

QUALITY ASSESSMENT

The Quality Evaluation will be assessed on the responses to the following for each Project. Full details of the Evaluation Model are included in Annex 2.

- B-Q.1** Please provide your Method Statement for the Delivery of the Project. The Method Statement should include your proposals for delivery of the Project from start to completion. Please note that some questions noted below may figure in your Method Statement Response and the Contractor is requested to include the detail as a direct response to the question with a cross reference note in the Method Statement. **(Max 10 A4 sides)**
- B-Q.2** Provide details of the Management and Staff who will be responsible for the Delivery of the Project. Please provide CV's for the Personnel listed in the format noted above. The Contractor should also provide details of any other bodies/companies that may be involved with the delivery of the Project (other than works Sub-contractors) detailing their involvement. Please provide details of how the Project Delivery Personnel interact with your Corporate Management Structure. **(Max 8 C.V's to be submitted).**
- B-Q.3** Provide details of how you propose Managing Health and Safety to ensure compliance with all Statutory Requirements. Provide CV's of the Personnel responsible for ensuring that all obligations are met. **(Max 4 A4 sides).**
- B-Q.4** To comply with WAG requirements the Projects noted for Lots 1, 2 and 3 will expected to achieve BREEAM Excellent levels. Please detail how this would be delivered. **(Max 4 A4 sides).**
- B-Q.5** Please give details of your Waste proposals for the Project. **(Max 4 A4 sides)**
- B-Q.6** Please detail how Quality Assurance will be provided through the various Stages of the Project, please provide the detail for the Pre-construction, Construction and post Construction Stages. **(Max 4 A4 sides).**

- B-Q.7** How will you provide Cost Control through the various Stages of the Project. Please provide a Master Budget Plan and Cash Flow Forecast for the Project. **(Max 4 A4 sides)**
- B-Q.8** How will you manage Change Control and Information Control throughout the Project. **(Max 2 A4 sides).**
- B-Q.9** Provide a Master and any Sub-Programmes for the Project. Detail the full duration of the Project from Appointment to Final Completion and include any key dates together with information details required to successfully deliver the Project. **(Max 4 A4 sides)**
- B-Q.10** Provide a Risk Management Plan for the Project to included a fully costed Risk Register. **(Max 8 A4 sides).**
- B-Q.11** What is your strategy for assembling and maintaining sufficient resources to provide the works/services throughout the contract? Detail your current resources including availability and experience. Detail the methods of assessing the suitability and competence of potential sub-contractors and suppliers who would be employed on the Project and evidence of the methods used to maintain the records up to date. How would these processes be managed to ensure a timely mobilisation of the Project. Please give your proposals for engagement of Sub-contractors, the conditions of sub-contract, the methods of allocation of work and proposals for ensuring that sub-contractors' work will meet the requirements of the Contract. **(Max 8 A4 sides)**
- B-Q.12** Please provide details of how you will deliver the Employer's Requirements for Training and Employment Opportunities as set out in Clause 12 of Volume 2 Framework Agreement. **(Max 4 A4 sides)**
- B-Q.13** Please provide details of your proposals for Performance Indicators in respect of the Works to be performed under this Contract. Proposals should include, but not limited to, the KPI details set out in Schedule 4 of Volume 2 Framework Agreement. Detail how the KPI's would be assessed and how you would assist the *Employer* to deliver continuous improvement under Best Value by innovation or other means. **(Max 2 A4 sides)**
- B-Q.14** Drawing on your experience of collaborative working (give examples) please provide proposals and their benefits for improving relationships / collaborative working with both the Employer and its Supply Chains. **(Max 4 A4 sides)**

Note that any Activity Schedule or Resource Schedule required to be provided as part of the Quality Submission should not include any costing information, this is to be provided separately in the Financial Submission.

PART 4 - FINANCIAL SUBMISSION

Reference should be made to Volume 3 - Framework Enquiry Document in the completion of this part of the submission. This form is to be completed for all relevant section.

A - FRAMEWORK MANAGEMENT AND DEVELOPMENT

A-Q.9 FRAMEWORK RELATED COSTS

Name	Job Title	Rate £ per Hour

Please ensure that all Staff/Personnel identified as Participating in the Framework either at Senior Management or Project Specific Level are included above. This Table should not include Site Operatives.

A Q9 will not be scored or will not form part of the Financial Assessment as set out in Annex 2, but must be returned in the financial package envelope B.

FINANCIAL ASSESSMENT

B - PROJECT SPECIFIC COSTS

- B-Q.15.** Please provide full details of the Pre-construction Costs and Fees for the delivery of the Project.

Highest marks will be awarded to the mean after adjustment to omit the lowest and highest Response.

- B-Q.16.** Provide a detailed Preliminaries Schedule for the Project. The Preliminaries are to follow the format of the Draft Preliminaries Schedule. (see Annex 4)

The Tenderers should submit any proposed variation to the Draft Preliminary Schedule, 5 working days prior to this Tender Clarification Meeting. Final confirmation of the Preliminaries Schedule will be agreed at the Tender Clarification Meeting.

Any Item not covered within the Schedule is deemed to be included in the O/H %. Highest marks will be awarded to the mean after adjustment to omit the lowest and highest Response.

- B-Q.17.** Provide the full Elemental Cost details for the Project to include all costs required to establish Target Cost. Also provide a Work Package Cost Breakdown to support the Elemental Breakdown, cross referenced to the Elemental Analysis.

Highest marks will be awarded to the mean after adjustment to omit the lowest and highest Response.

- B-Q.18.** Set out your Overheads for the Project, this should be noted as a Percentage of the Net Cost and also as a confirmed figure in the Target Cost Calculation.

Please note this will be held for the full duration of the Framework and will apply to each mini competition for Project Award. Highest marks will be awarded to the mean after adjustment to omit the lowest and highest Response.

- B-Q.19.** Set out your Profit level for the Project, this should be noted as a Percentage of the Net Cost and also as a confirmed figure in the Target Cost Calculation.

Please note this will be held for the full duration of the Framework and will apply to each mini competition for Project Award. Highest marks will be awarded to the mean after adjustment to omit the lowest and highest Response.

B-Q.20. Please provide a fully costed Risk Register if this is included as part of your response to B-Q.10 above.

Highest marks will be awarded to the mean after adjustment to omit the lowest and highest Response.

Please complete the relevant Cost Template including preliminaries for the respective Lot/s applied for. This is to be included in envelope B (Financial Submission).

PART 5 - TENDER EVALUATION

Tenders will be assessed on the basis of Quality and Cost. The tender must be submitted in two envelopes as detailed in Part 4 of the ITT.

Envelope A (Quality submission)

Envelope A shall contain statements in response to the questions contained in Volume 4-Quality Submission.

The intention of the questions is to elicit the tenderer's understanding of the contract requirements and the issues covered by each question. The tenderer is expected to answer the questions clearly and concisely.

Responses to questions shall address all matters contained or implied within the questions and shall be factual, concise and complete. Marks will be lost if the responses are deemed to not comply with this requirement.; this limit excludes tables, diagrams or schedules that can be included for completeness. However, this should not be seen as a benchmark and answers should be shorter where concise and complete answers can be given in less space. Where appropriate, responses that include reference to a tenderer's achievement will be marked higher than those that refer to aspirations.

Envelope B (Financial Submission)

Envelope B shall contain all the information requested in Part 4.

Marking of the Tenders, Quality and Financial Panels

1. Each tender submission will be assessed by two panels: a Quality Panel and a Financial Panel.

2. Quality Panel

The Quality Panel will meet prior to the Clarification Meetings to score the responses to the Quality Assessment. Following this stage, an agenda will be drawn up for the Clarification Meetings. Tenderers will be required to attend the Clarification Meeting (agenda to be advised), with the Framework Manager and the Project Delivery Team. Full details of numbers and format will be circulated with the Agenda prior to the Meeting.

3. Financial Panel

The Financial Panel will appraise the financial element of the tender after the Quality Panel has completed the assessment outlined above. The financial score will be carried forward to the final tender assessment.

Quality Scorings

1. The Quality Panel will award marks against the tender score criteria in Annex 1.
2. Weightings appropriate to the importance of each aspect will be applied to the marks awarded for each question in the quality submission in Annex 2.

Financial Scoring

The financial scoring will be evaluated using the Proposed Financial Model included in Annex 2. The Contractor should note that the highest marks will be awarded for the closest value to the average for all elements. Marks will be lost in proportion to the deviation from the average be they higher or lower.

Final Tender Assessment

The final tender assessment will be based on a weighting of the Quality and Financial submissions, of Framework Management 20 (quality only), Project Response -- Quality 40, Finance 40.

ANNEX 1 – Standards Marks for Quality Questions

Tender Assessment

Standard	Service Delivery Level	Mark
Very high standard	Proposals likely to exceed all delivery targets	17 - 20
Good standard	Proposals likely to meet all delivery targets and exceed some delivery targets	13-16
Acceptable standard	Workable proposals likely to achieve all or most delivery targets	9 - 12
Poor standard	Significant reservations on service delivery targets but not sufficient to warrant exclusion of the bid	5 - 8
Not acceptable	Bid excluded from further consideration	0 - 4

ANNEX 2 – Tender Evaluation Form

TENDERER:				1 of 2
ASSESSOR:				
QUALITY ASSESSMENT		ASPECT WEIGHTING (A)	MARKS AWARDED (B)	WEIGHTED MARKS (C) (AxB=C)
Section A : Management and Development of Framework (20% of Total Score)				
A-Q1	General Method Statement for the management of the Property Consultancy Framework	10	20	200
A-Q2	CV's of senior staff together with details of staff identified as Key Personnel within the Framework Agreement.	9	20	180
A-Q3	Details of Corporate structure and management of this structure.	4	20	80
A-Q4	Conflict of Interest and prioritising Council Works.	2	20	40
A-Q5	Training and Employment Opportunities	10	20	200
A-Q6	Proposals for Meet the Buyer Initiatives .	5	20	100
A-Q7	Monthly Reports	8	20	160
A-Q8	IT Systems.	2	20	40
TOTAL				1000
TOTAL FRAMEWORK QUALITY ASSESSMENT				20%
Section B : Project Specific Response (40% of Total Score)				
B-Q1	Method Statement for Project Delivery	10	20	200
B-Q2	Management and Staff responsible for the delivery of the Project.	10	20	200
B-Q3	Health and Safety	7	20	140
B-Q4	Sustainability/BREEAM	5	20	100
B-Q5	Waste Management Plans	5	20	100
B-Q6	Quality Assurance	7	20	140
B-Q7	Cost Control	8	20	160
B-Q8	Change Control	7	20	140
B-Q9	Programmes	5	20	100
B-Q10	Risk Management	5	20	100
B-Q11	Resource Planning and competency assessments.	7	20	140
B-Q12	Training and Employment	10	20	200
B-Q13	KPI's and Best Value	7	20	140
B-Q14	Collaborative Working	7	20	140
TOTAL				2000
TOTAL PROJECT QUALITY ASSESSMENT				40%

TENDERER:

2 of 2

ASSESSOR:

FINANCIAL ASSESSMENT	ASPECT WEIGHTING (A)	MARKS AWARDED (B)	WEIGHTED MARKS (C) (AxB=C)
Section C : Project Specific Costs (40% of Total Score)			
B-Q15 Pre construction Costs and Fees	15	20	300
B-Q16 Preliminaries	15	20	300
B-Q17 Work Package Costs	20	20	400
B-Q18 Overheads	20	20	400
B-Q19 Profit	20	20	400
B-Q 20 Risk Register	10	20	200
TOTAL			2000
TOTAL FINANCIAL ASSESSMENT			40%

Framework Quality Score (20%)

Project Quality Score (40%)

Project Financial Score (40%)

TOTAL

Assessor:

Date:

ANNEX 3 – Financial Submission

1. Staff Rates - Composition of the Rates

The staff rates are deemed and required to be all inclusive such that no other costs shall be added to them (refer also to section 9.1). This means that they shall include for:

- All-in cost of labour.
- Profit.
- General and head office overheads.
- Ancillary and support staff costs including secretarial staff and staff engaged in providing general administrative and support and Human Resource duties.
- All expenses of any kind whatsoever, including travelling expenses and overnight accommodation costs.
- The cost of Principals, Directors and / or Partners unless directly engaged in the provision of a Time Charge or Works Package Order.

2. Preliminaries

See Annex 4

3. Rates breakdown

Tenderers will be required to provide a breakdown of each staff rate provided as set out in this section.

4. Work undertaken by Directors/Framework Manager

Principals and Directors who undertake work which would normally be done by a member of staff shall be reimbursed at the rate applicable to a professional member of staff in the firm with greater than 10 years experience.

5. Travelling Expenses and Time

No travelling expenses or travelling time will be chargeable under this contract as they are deemed to be included in the tendered rates. Travelling costs and time are deemed to be included within the all inclusive rate tendered.

6. **Subcontractor Costs**

Where the *supplier* elects for whatever reason to provide the services through the engagement of approved subcontractors (other than the primary subcontractors who are collaborating in the provision of the services), then the hourly rates used to establish the cost or price of the service shall be the Supplier's tendered rates unless otherwise agreed with the Employer. Collateral Warranty Agreements between the *Supplier* and any Sub Contractor will have to be entered into prior to any sub contractor undertaking and services. The Collateral Warranty Agreement is given in Framework Agreement, Schedule 4.

7. **Framework Manager**

A Framework Manager will be required to undertake the liaison role with CCC. This individual will act as the one point contact for the CCC Framework. This person should be professionally qualified and have suitable experience in operating and managing a multi-disciplinary team across a wide diversity of consultancy services. See Part 4 Financial Submission for further detail of chargeable elements.

Your Framework Manager will be

.....
.....
.....
.....

Address

.....
.....
.....
.....

Contact Telephone number

.....

Email Address

.....

8. **Standard Hours**

The rates are to be calculated on the basis of a 40 hour working week.

9. **Staff Rates**

The standard hours per day are assumed to be 8 hours and per week are 40 hours. Please insert your actual hours of work in this table:

Standard	Actual working hours
Per Day	
Per Week	

9.1 **Staff Rates Breakdown – TO BE COMPLETED IN RESPECT OF EACH STAFF CATEGORY AND GRADE**

To be enclosed in the Financial Submission, Envelope B

Grade / Position			
	Brief Description of Grade/Position		
	Normal Working Hours per annum		hrs
Item	£ per annum		
Salary/Wages (full time equivalent for part time staff) to include Annual/Statutory Holidays, Sickness, Other absence (e.g. Training), any other Payroll burdens.	£		
Other payments to include health care, life insurance, bonus, car/car allowance, fuel/fuel allowance, subscriptions, overtime, subsistence, travelling expenses, accommodation, any other payment.	£		
Payments in relation to employment (Employer's NI, Employer's Pension etc)	£		
Sub-total 1	£		
	£ per Hour		
Basic Hourly Rate (=sub-total 1 /normal working hours)	£		
	%		
Overheads		£	
Profit		£	
Hourly Rate for Time Based Work			£

ANNEX 4

Exemplar Cost Schedule Tender Response				
Project:			Cost summary - New	
			Build	
				m ²
			GIFA	m ²
			New Build	m ²

Element		new build	total £
Cost Summary			
1	Substructures		
2	Superstructures		
2A	Frame		
2B	Upper floors		
2C	Roof		
2D	Stairs		
2E	External walls		
2F	Windows and external doors		
2G	Internal walls and partitions		
2H	Internal doors		
3	Internal finishes		
3A	Wall finishes		
3B	Floor finishes		
3C	Ceiling finishes		
4A	Fixtures and fittings		
5	Mechanical and electrical installations		
5A	Sanitary appliances		
5B	services equipment		
5C	Disposal installations		
5D	water installations		
5E	Heat source		
5F	heating and cooling		
5G	ventilating system		
5H	Electrical installations		
5I	Gas installations		

5J	lift installations		
5K	Protective installations (including internal CCTV)		
5L	Communication installations		
5M	ICT infrastructure works		
5N	Special installations		
5O	BWIC		
6	External works		
6A	site clearance		
6B	Hard play, car parks and roads		
6C	soft landscaping		
6D	sports pitches including equipment		
6E	Incoming services and statutory connections		
6F	Drainage		
6G	site lighting		
6H	Fencing		
6I	External CCTV		
6J	Other works		
7	Abnormal costs		
7A	site restrictions		
7B	site conditions		
7C	Infrastructure		
7D	other abnormal with life-cycle		
7E	Temporary accommodation		
7F	Demolitions		
7G	other abnormal without life-cycle		
8	Preliminaries		
	Sub-total		
9	Fees (where applicable)		
9A	Contractor Pre Construction costs		
9B	Design team fees		
9C	statutory fees and charges		
	Planning		
	Building control		
9D	survey fees-allowances		
	Fabric condition survey		
	structural survey		
	m&e survey		
	Asbestos survey		
	Drainage survey		
	Geotechnical		

	Topographical survey		
	Traffic/green tp		
	Part L-air pressure test		
	Archaeological / ecology / environmental surveys		
	BREEAM assessor		
	Planning supervisor		
9E	Sundry fees & expenses-finance		
10A	Overheads		
	Bond		
	CITB levy		
	Project management-bid cost		
	Buying margin		
10B	Profits		
	11 Contingencies		
11A	Design and construction contingency		
11B	Risk allowance		
	Total construction costs		

Exemplar Cost Schedule-Preliminaries					
	Defined Costs		Disallowed Costs	Head Office Overheads (Fee)	Comments
Cost Component	Site	Prelims			
Contractors Labour					
All Trades					
Base Labour Cost	X				
Productivity Bonuses	X				
Overtime	X				
Labour on Cost					
Holiday Pay	X				
Employers NI	X				
Pension	X				
Union Subs	X				
Health Insurance	X				
Lodge	X				
Travel	X				
Subsistence	X				
Employers & Public Insurances / Levies	X				
CITB Levy	X				
Sickness				X	
Severance Pay				X	
Training Costs				X	
Small tools		X			
Vans		X			
Van running costs		X			
PPE		X			
Material Costs					
Invoice material costs and any discounts	X				
Equipment - hired & Owned					
Hire Rate	X				
Depreciation/ maintenance costs	X				
Transporting costs	X				
Damage				X	
Cost to replace stolen items				X	
Sub - Contractors					
Subcontractor payments including	X				

discounts					
Contractors Staff					
Site Staff					
Project/ Contractors Manager		X			
Site Agents/ Planners		X			
Foreman		X			
Surveyor		X			
Engineers		X			
Tenant Liaison		X			
Admin Staff		X			
Trainees		X			
Others - Please specify		X			
Staff on Costs					
Bonuses		X			
Overtime		X			
Pension		X			
Union Subs		X			
Professional Subscriptions fees		X			
Health Insurance		X			
Lodge		X			
Travel		X			
Insurances/ levies EL &PL etc.		X			
Sickness				X	
Severance Pay				X	
Training costs				X	
Company Cars		X			
Travel Expenses, including to and from working area		X			
Site/ Project Specific					
Cleaning/ Drying Costs	X				
Site Operating Expenses		X			
Stationary				X	
Contract Insurances/ Bond Costs		X			
Non Mechanical Plant	X				
Mechanical Plant	X				
Tools/ PPE		X			
Site Office/ Welfare - including site office furniture		X			
Site Transport		X			
Site Security		X			
Scaffolding	X				
Hoarding/ Fencing	X				
Setting Out	X				

Unload/ double handling	X				
Temporary Works	X				
Fees - eg Considerate Constructors		X			
Temporary power		X			
Temporary Water		X			
Communications - site mobiles, fax, photocopier, telephone.				X	
QA Testing				X	
Safety & Training (site specific only, approved by employer)	X				
Maintenance		X			
Protection	X				
Traffic Management	X				
Example of Disallowed Costs					
Insufficient proof payments have been made					
Incorrect amount being paid to contractor					
Cost of plant & materials not being used to provide a service					
Any pain/ gain outside the main contract agreement (Design and sub contract pain/gain to be paid from contractor main share)					
Correcting defects that have already been corrected previously					
Time spent in agreeing final account after completion of the works					
Preparation of and conduct of an adjudication or proceedings tribunal					
Head Office Set up					
Directors				X	
Purchasing department				X	
Accounts department				X	
Estimating department				X	
Managing Quantity Surveyors				X	
PR/ Marketing/ Advertising				X	
Human Resources				X	
Head office administration				X	
Training				X	
Office Equipment etc				X	
Computers/ IT					
Head Office Telephones / It				X	
It, software & Hardware including laptop computers				X	
Office postage				X	
Trade subscriptions				X	
legal; fees				X	
Head office building costs				X	
IT hardware				X	
Laptops				X	
IT software - Contractor				X	
Mobile phones & calls				X	

Cameras				X	
Overhead projectors etc.				X	
Photocopiers				X	
Fax Machines				X	
Desk telephones & calls				X	
stationary				X	
Financing charges				X	

Appendix 1

Lot 1 – Model Project for Tender Response/Assessment, whole region, construction works exceeding £12m in value.

See CD Lot 1

Appendix 2

Lot 2 – Model Project for Tender Response/Assessment, East Area, construction works between £3.5 and £12m in value.

See CD Lot 2

Appendix 3

Lot 3 – Model Project for Tender Response/Assessment, West Area, construction works between £3.5 and £12m in value.

See CD Lot 3

Carmarthenshire County Council – Regional Contractor Framework
Notice in the Official Journal of the European Union
Ref : 2010/S91 – 123688

Date : April 2011



Appendix I

Information Memorandum

South West Wales Regional Contractors Framework

Information Memorandum

1.0 INTRODUCTION, BACKGROUND INFORMATION, AND DRAFT PROCUREMENT TIMETABLE

1.1 Introduction

Carmarthenshire County Council is acting on behalf of the South West Wales authorities referred to in the OJEU notice (as well as other contracting authorities based in Wales who may use this framework), and requires the information in this questionnaire from Contractors responding to the OJEU notice dated **26th October 2010**.

Responses to the pre-qualification questionnaire will be used in the first step of selecting Contractors to tender. Selected Contractors will receive an invitation to tender.

This is a competitive procurement conducted in accordance with the restricted procedure, under the EC Public Sector Directive, as implemented by The Public Contracts Regulations 2006.

A maximum number of candidates will be selected to tender, as follows:

- Lot 1: Maximum number – 10 - Value Band > £12.0m - Region
- Lot 2: Maximum number – 15 - Value Band £3.5 - £12.0m East
- Lot 3: Maximum number – 15 – Value Band £3.5 - £12.0m West

In order to be selected, candidates must pass all the questions which are described as “pass/fail”. Those who fail any such questions will not be considered further. Those who pass all the relevant questions will be ranked according to the marks they achieve against the questions described as “scored”. The highest-scoring candidates will be selected to tender according to the maximum numbers to be invited per Lot.

It is proposed that the duration of these Framework Agreements shall be for 4 years.

1.2 Background Information

The aim of the project is to produce a framework of pre-qualified and suitably experienced contractors which will enable participating authorities to appoint contractors for construction activities in relation to schools and any other construction works. The contracts allocated under the framework may include refurbishment and/or new build, and may involve single site projects, or groups of sites, including groups involving more than one authority. The framework will be divided into lots, to achieve a range of contractor sizes and abilities in keeping with the anticipated range of projects.

This contract notice refers to Lots 1- 3 and the Authorities are intending to publish a second notice in approximately 3 months time to cover another four lots which will encompass works in the value band of £100k - £3.5. The reasoning behind such a approach is to allow sufficient time for the lots to be properly assessed and for the results to be published in a timely manner.

The participating authorities are committed to contributing to the social, economic and environmental well-being of the wider community. Accordingly the successful contractors will be expected to consider opportunities to recruit and train long term economically inactive persons as part of the workforce delivering this project or work with others to deliver these outcomes. Specific requirements will be detailed within the mini tender documents..

The participating authorities (at the time of publishing the OJEU notice) are:

Carmarthenshire County Council, Neath Port Talbot County Borough Council, City and County of Swansea, Pembrokeshire County Council, Mid and West Wales Fire and Rescue Service, Coleg Sir Gar University of Wales Trinity St David, Llanelli Rural Council, Diocese of Minevia, Diocese of St Davids, Diocese of Swansea & Brecon, Diocese of Llandaff, will also have the opportunity to utilise the arrangement.

The contractual relationship will be between the individual contracting authority using the framework agreement and any successful contractor. The Framework Arrangement will look to deliver efficiencies through procurement, working with its stakeholders across the South West Wales Region, and applying procurement practice around levers and tools such as:

- Economies of Scale.
- Harmonisation of procedures and information.
- Alignment of priorities and operational activity.
- Improving sustainability and supply chain management.
- Added value through Community benefits.
- Training and skills development
- Management of risk, and improved accountability.

The contracts will also include opportunities for early contractor involvement and may also wish to incorporate volumetric construction and off site construction technologies. Continuous improvement, collaboration and measurement by key performance indicators are likely to be features of the framework.

A series of Framework Agreements (3no.) will be awarded for South West Wales Property Contractor Framework.

Lot	Area	Minimum Value	Maximum Value	Maximum number of Contractors
1	Region	£12.0m	£35m	3
2	East	£3.5m	£12.0m	6
3	West	£3.5m	£12.0m	6

Please be advised that all Lots will include all refurbishment and build options and could include Volumetric content if deemed appropriate. Decision on the procurement approach for each project will be undertaken by the relevant employing Authority and may take a number of forms.

The selection process for individual projects will be described in the contract documents, to be sent out to successful candidates with the invitation to tender.

1.2.2 DRAFT PROCUREMENT TIMETABLE*

Publication of OJEU Notice: 26th October 2010

Clarification Meeting 17th November 2010

Submission of Pre Qualification Questionnaires: 12 noon on Tuesday 21st December 2010

Evaluation of Pre Qualification Questionnaires: To be completed by Friday 1st February 2011

Invitation to tender 15th February 2011 to April 8th 2011

Tender Evaluation 9th April to 27th May 2011

Award Decision Notification 2nd June

Standstill Process June 17th

Award June 18th

*Dates given are an approximate guide and may vary.

The estimated potential works budget under all lots is £300 million

Potential value include for the submissions currently being made by the participating Authorities for the 21st Century School initiative and it is as yet unknown which Authorities will be successful or the funding availability to meet these submissions and the information is given as a guide only and no guarantee can be given with regards to either the totality or breakdown of the investment attracted.



Appendix J

Project Mandate

PROJECT MANDATE

New (3-16) 21st Century School for the learning communities of Aberavon, Port Talbot, Baglan, Sandfields & Briton Ferry

Aims of the Project Mandate

- Inform designers and contractors of the aspirations of the Council for the new school
- Give guidance and direction on design, quality and desired features of the new school's facilities
- Inform all interested parties of key design issues for the new buildings

Considerations

It is the Council's ambition is to create schools that are fit for 21st century teaching and learning it is vital that these buildings:

- Feature high quality design
- Are highly functional and sustainable in all senses
- Are fit for a modern curriculum by being adaptable to future needs
- Promote a culture of lifelong learning within communities
- Serve as a source of pride for present and future generations

Project Scope

To provide a fit for purpose sustainable 21st Century all through (3-16) school capable of delivering excellent educational opportunities for the learning communities within the Electoral Wards of Aberavon, Port Talbot, Baglan, Sandfields and Briton Ferry.

It is anticipated that the new school will broadly cater for the following split of pupil numbers:

- 300 (Primary aged pupils 3-11)
- 1100 (Secondary aged pupils 11-16)
- 100 place (Secondary Learning Support Centre for 11-16 aged pupils Range B)

The design must comply with all legislative requirements including The (Education) School Premises Regulations 1999, all current British Standards and the Building Regulations.

The following are seen as key areas of reference:

- Building Bulletin 93 - Acoustic Design of Schools
- Building Bulletin 98 - Briefing Framework for Secondary School Projects
- Building Bulletin 99 - Briefing Framework for Primary School Projects
- Building Bulletin 100 - Design for Fire Safety in Schools
- Building Bulletin 102 - Designing for Disabled Children and Children with Special Educational Needs
- 21st Century School Standard
- BREEAM
- Secured by Design

A list of these and other reference documents can be found in Appendix 1 which should not be treated as exhaustive.

Additionally and as appropriate there will be a need for the designer to be mindful of good practice within the educational sector, Welsh Government 21st Century Schools case studies and other guidance documents relating to school design.

In line with Welsh Government's expectations and condition of grant, the new school must obtain a BREEAM Excellent rating, achieve Secured by Design certification and have a wet sprinkler system installed to protect from fire.

General Expectations

- Technology decentralised and dispersed through all learning spaces rather than being only concentrated in dedicated labs, workshops or suites
- Learning and the curriculum to be integrated with the community environment which in turn becomes the learning environment
- A contemporary 21st century all through 3-16 school needs to be a place of inspiration for teaching and learning
- It should have an open, welcoming and safe environment, promote a sense of 'belonging', encourage a positive ethos and be clearly identifiable as part of the wider community

- It should be fully flexible in the size, type and configuration of educational spaces and be safe, transparent, social, democratic and inclusive, without corridors, barriers, or dark places
- There should be access to a range of high quality recreational and cultural facilities with a sufficiency of display areas and appropriate space for social interaction both internally and externally

An Inspirational Environment

- Schools should be landmark buildings within the hub of the community which they serve
- They should be life-long learning centres that by design raise the motivation, aspiration and attainment of the learners who use them
- They should have spaces that inspire and motivate both learners and teachers drawing on colour, natural light and access to the latest technology
- It is important that both working and social spaces are designed to promote a positive affect on behaviour and attitude
- The design and quality of social areas, toilets, circulation areas, entrances and dining halls shall contribute to an ethos of community, belonging and well being

Learning & Teaching Spaces

- As new patterns of learning and teaching are being developed, learning spaces are required that are adaptable to accommodate whole classes, collaborative group work, paired learning and individual study
- Spaces should be designed which allow this flexibility in the delivery of the curriculum and not be limited by fixed fittings or by the shape or size of learning spaces
- Access to and availability of high quality Information and Communication Technology (ICT) is essential for both learners and teachers
- Technological developments are progressing rapidly and the infrastructure must be capable of being easily adapted and extended
- Design and layout should allow for ease of collaborative working with staff bases, central resource areas, suites of learning spaces and break out/shared areas being designed to maximise such opportunities
- Buildings and grounds should be designed as a whole entity with strong and appropriate linkages internally and externally between all age groups and curricular activity

- External areas have a significant effect on the ethos of a school and should be seen as a rich resource for learning, recreation and social activities
- Design must maximise this potential and meet the needs of school and community users

Access & Inclusion

- NPTCBC seeks to provide children and young people with the highest quality learning and teaching environment in their local community and to enable teachers and support staff to provide the best educational experiences for all children and young people
- The new school should offer a welcoming environment achieved through creative use of space, light, ventilation, colour, layout and signage
- With careful consideration these aspects when incorporated into the new building and external space design should enable all pupils to access the school
- It is envisaged that those pupils currently attending the hearing impaired learning support centre at Cwrt Sart Comprehensive School and the pupils with profound and multiple learning difficulties presently attending the Sandfields Comprehensive School's learning support centre will be able to attend a co-located Learning Support Centre within the new school
- Such co-located provision for pupils with additional learning support needs should be designed to take account of the location of facilities so that pupils and staff are clearly a central part of the whole school and secure within their environment
- All pupils should have access to the entire curriculum
- Physical access and circulation for disabled pupils, young people and staff within teaching areas should be a key design feature including the suitability and appropriateness of workstations the layout of the school and its subject areas, facilities, playground, social and dining areas, and the approach routes to school including the entrances and exits
- The design of the new building will promote full participation in everyday life at school as an enjoyable experience so that all pupils feel confident, included and able to achieve to their maximum potential

Community Use

- Placing the new school at heart of our community is aimed at increasing attainment, motivation and aspirations of all users

- Parents will be encouraged to become more involved in the school in their children's education and in their own skills and learning
- Extended services impact positively on local communities, providing access to a wide variety of opportunities and learning ICT, sports and performing arts
- The new school will be committed to working in partnership with a range of services to ensure that Young People, Adults and Community Groups are supported in achieving their aims and potential
- It is important that the buildings are designed to deliver excellent educational opportunities for pupils yet flexible enough to satisfy “out of hours” requirements
- Community access to school facilities is now a widespread practice, providing learning and leisure opportunities for everyone in the community sometimes during and beyond normal school hours
- It must be expected that Community users will have access to sports facilities and all other areas in the building for academic and vocational purposes as well as performance spaces, meeting rooms, conference and recreation facilities
- The premises may also be required to accommodate third party users/providers (Children’s Services Teams) which in turn could affect the nature of supporting spaces and social areas as well as the management of the school in terms of layout, security, opening hours etc.
- Design will encourage maximum complementary community use by providing a secure welcoming but easily accessed and managed entrance

Specifically

CABE (Commission for Architecture and the Built Environment) has set out ten features of a well designed school:

1. **A high-quality design** that inspires users to learn.
2. **A sustainable approach** to design, construction and environmental servicing.
3. **Good use of the site**, balancing the needs of pedestrians, cyclists and cars and enhancing the school’s presence in the community.
4. **Buildings and grounds that are welcoming** to both the school and the community while providing adequate security.
5. **Good organisation of spaces** in plan and section, easily legible and fully accessible.

6. **Internal spaces** that are well-proportioned, fit for purpose and meet the needs of the curriculum.
7. **Flexible design** to allow for short-term changes of layout and use, and for long-term expansion or contraction.
8. **Good environmental conditions** throughout including optimum levels of natural light and ventilation for different activities.
9. **Well-designed external spaces** offering a variety of different settings for leisure, learning and sport.
10. **A simple palette of attractive materials**, detailed carefully to be durable and easily maintained and to age gracefully.

Teaching Spaces

Initially to follow recommendations of Building Bulletins 98, 99 & 102 as far as spread, quantity and size but also building on good practice, exemplar projects and Welsh Government's developing 21st Century Schools Standard [21st Century Schools | 21CS Standard](#)

A 21st Century school will utilise a range of learning environments all likely to require differing organisation of teaching, homework and social spaces.

Consequently, learning settings for the 21st century will need to maximise flexibility in the way they can be configured over time although currently shall still revolve around be predicated on much of the learning being located within a classroom base.

To maximise available space for learning, the design and management of the new school shall recognise that individual ownership of space is no longer catered for.

Within the overall structure of the new school it is envisaged that the designer shall analyse and appropriately cluster the various learning spaces vertically, linearly, or in the round in such a way as to allow the creation of sufficient space for the provision of a fully flexible teaching environment.

A complete range of flexible and adaptable internal and external environments including class based learning, group space, break-out/quiet areas, individual pods/social spaces, pupil exhibition space, and the ability to combine several classes for communal work/presentation shall be provided.

As part of this provision the number of class based learning spaces can be expected to be lower than the number of classes/teachers within each of the combined subject, department or curriculum areas allowing individual flexible spaces to be factored into delivering all parts of the timetabled and non-timetabled curriculum.

Where class-based learning areas are provided they shall be transparent not just in their style of teaching but in their construction and layout i.e. the occupants being fully visible to all (mall frontage style).

There is benefit provided by a layout where the learning spaces, circulation, social and break-out areas are clearly visible and transparent in terms of the implementation of a passive security regime resulting in an increased level of informal supervision which is required for a modern school community.

Similarly, such design would provide flexibility and transparency enabling spaces to be open to a number of user groups during the course of a normal school day, as well as out of hours activities.

The proportion and size of room should reflect not just the requirement for maximum desktop daylight but also allow users to reconfigure desks and furniture to the most appropriate learning situation for the subject being discussed e.g. pairs, small groups, circles etc.

To facilitate this flexibility the interactive board and projectors may be combined into subject areas, faculty or department bases rather than class based with wireless connectivity in order they can move readily into the areas where and when they are required.

Practical Teaching Spaces

Within the specialist disciplines of Art, Science and Technology, there should be a mix of activity rich teaching and learning spaces including the possible introduction, use and sharing of skills from local businesses and commerce.

The transparency of teaching style and fully visible environment of the more general combined subject areas are regarded as an essential element of design.

In addition to the range of formal and informal educational areas articulated in the key Building Bulletins, there shall also be sufficient flexible learning space to allow the regular combining of several classes for demonstrations, lectures performances and presentations e.g. commercial kitchen, science experimentation tables etc.

As part of the provision of enhanced combined subject areas, the number of specific fully kitted out and dedicated practical laboratories/workrooms etc. shall be reduced and used only when required for individual pupil experimental and practical work.

Dedicated storage shall largely be provided centrally within the combined subject areas, department or faculty together with accommodation for several technicians (sciences/ technology and Information technology)

Sufficient workroom/laboratory storage shall be provided to allow individual or group practical work to take place.

The non-practical elements of any specialist curriculum areas shall largely be delivered within individual flexible general classrooms.

Open flexible spaces in addition to their role as informal learning and social break-out spaces are also envisaged as providing the necessary space for project and development work and the additional infrastructure required for the execution of any practical but non-classroom based elements of the curriculum.

It is envisaged that only a small area of dedicated storage will be required in each classroom base primarily through bespoke storage solutions e.g. cupboards, wall units, moveable partition walls etc.

To facilitate the desired flexibility within the teaching and learning layout it is envisaged that the instruction shall be based around and from an appropriately sized teaching portable lectern or podium (sufficient for wireless enabled laptop) - i.e. not a traditional teacher's desk.

The choice of furniture will endorse the need to reconfigure learning spaces as and when required and it may be used to spatially divide, promote and reinforce a flexible learning environment whilst still supporting the need to provide a relaxed social element for users (whether in pods or open "chill out" areas).

Where appropriate, a specific, suitably sized, flexible teaching space shall be provided for vocational 14-19 education such as construction, mechanics, engineering, hairdressing, early years education and childcare.

If a hospitality facility is to be provided, this should be co-located within the Food Technology area.

Non Teaching Spaces

Storage

The design shall locate within the combined subject areas, faculty or department easily accessed and suitably sized resource storage pods/rooms that are appropriately and conveniently positioned and distributed within the various learning spaces.

Specialist equipment, curriculum material, and textbooks shall be appropriately stored and easily accessed and transported from these resource areas into the areas in which they are required.

There may be a need for some of the more sophisticated equipment to be managed via a data-tagging and a location software/hardware package for use throughout the school.

Staff Areas

A traditional dedicated staffroom will not be required. The facilities normally associated with such a provision i.e. preparation areas, toilets, tea/ coffee, time out space - shall be provided elsewhere within an inclusive overall school setting (food village, cafes, etc).

Provision shall be made for all staff to collect mail, read and display notices on a daily basis, preferably located adjacent to the main school office/admin area.

Within the structure of the combined subject areas, faculty or department, an appropriate number of dedicated staff bases sufficient in size and location will be provided.

They shall, essentially be at the heart of the combined subject areas faculty or department, transparent, accessible and like the class based learning areas, the occupants shall be fully visible to each other.

The design as part of this staff provision will recognise the separate functions of the teachers and provide sufficient area for personal space, storage, research, mentoring, independent and team working, including the ongoing need for informal and formal meetings.

Social Areas

The design will consider, as part of the overall flexible provision of learning spaces locating a “chill/timeout and mentoring” multi-use social area close to the staff setting.

Additionally, it may be deemed appropriate that some of the resource and storage provision be sited close to and adjacent to the staff preparation bases.

Within the overall floor plate of a 21st century school there is a need to provide an environment and facilities that reflect not just the wider community and external world, but an appreciation that the users are also valued learners and consumers.

The school design shall encourage students to become responsible learners and the provision of sufficient private and collective social spaces are considered vital in supporting this aim.

Part of this social space shall be provided as enhanced well landscaped sheltered external courtyards, whilst internally and within the combined subject areas faculties or departments as casual areas of easily reconfigurable intimate seating and within the main circulation areas (including community use) as small cosy food outlets/cafes.

These spaces will provide significant additional educational opportunity and experience and can be utilised for the presentation of elements of the curriculum, be used as small study areas for group tuition, meetings, and student display.

Dining Areas

The causal link between behaviour and eating together encourages acceptable individual and group action thus consequently contributing to the responsible learner ethos.

The provision of a suitably sized accessible school and community restaurant is essential.

Expectation historically has been that the facility should be sized relative to overall pupil numbers but in terms of maximising usage other strategies, including longer staggered breaks and lunchtimes might be considered to reduce the overall size of the facility.

The design should recognise that meals and snacks are required relatively instantly and may consider that an open counter and/or food court style self service may be appropriate and effective in providing for the needs of customers.

It is essential that the facility is available from early in the morning (breakfast clubs), through the normal school day and into the evening (community use).

Dining facilities should be central, accessible to all (including the community), have seamless access to an external secluded all weather seated food court, be desirable to potential customers, light, airy, colourful, contemporary, have a full mix of attractive high quality seating types, and the potential to be fully dividable with an aesthetically pleasing range of low level partitions (wood veneer/intense colour) to enable further group learning and break-out to occur.

Learning Resource/Library

The Learning Resource/Library Area shall be regarded as the heart of the school essentially linking both physically and visually to the various combined subject areas, faculties and departments.

The area should provide an open access area primarily for non-timetabled learning that is quiet, transparent, innovative and resource rich.

This area should provide a focus for individual and group studies including break-out and research facilities whether paper based or as part of a full IT enriched computer infrastructure.

The same should be available to the community either full time or as part of an extended school day.

Additionally this area shall be used as a location for informal presentations and meetings.

Meeting Spaces

A mix of separate and differently sized interview/meeting/ presentation spaces shall be provided within a management/reception suite.

They shall be located in a central position both close to the combined subject areas, faculties or departments accessible as an integral part of the overall school/community provision.

The desired transparency of teaching operating styles and fully visible environments are regarded as an essential and consistent element of the design of the management/meeting room suite and public areas.

In providing necessary access to a wider age range of learning (3-16) for all ages, the design will assume that these spaces, in addition to their primary use, may be configured individually or combined but shall also be fully factored as an integral part of the education provision for the school and wider community.

Additionally, within the context of giving individuals and groups access to a more dynamic learning experience, consideration should be given to the inclusion of a video conferencing provision as part of the range of available teaching facilities.

Pupil Lockers & Storage

With the provision of personal social space and dedicated furniture for pupils there will be a need to provide ample locker/bag storage for each pupil from Years 6 -11.

This provision shall be sited within the general circulation area of each of the combined subject areas, faculties or departments in such a way as to be completely easily accessible, fully visible and secure.

Circulation

Circulation space should be viewed as part of an inclusive strategy for regular and major movement of individuals at the start and end of a school day and of course at class change and break times.

Corridors and circulation spaces dedicated only to routing pedestrians can end up as expensive and largely redundant spaces unless well designed and utilised as an integral part of the school layout.

The provision of a school where pupil movement is reduced partially as a result of the creation of distinct core subject wings, adoption of thematic learning modules will provide opportunities to utilise released corridor space for small group learning and social provision.

The circulation layout should both appropriately address and enable the creation of the additional informal learning and social spaces whilst minimising the overall area required to access the more formal and traditional class provision.

Again, this should allow full transparency and visibility of the lifts, balconies, access stairways etc. assisting in providing the integral passive security and informal supervision required throughout the school.

In arranging the layout and overall fit of the separate departments, halls, and other core areas and levels the design of the new school shall deliver a circulation layout which is appropriate for the projected complement of educational and community users.

Circulation needs to be ordered, inclusive, easily understood and accessible.

As mentioned earlier circulation needs to be fully transparent and visible with high levels of natural light that adds to the creation of a variety of additional flexible learning, social and combined subject, faculty or departmental spaces.

Access stairs should be sited aesthetically and appropriately in relation to the main circulation node points taking due account of pupil numbers and age groups.

Physical Education and Recreation Facilities

The new school shall be designed to provide high quality facilities for delivery of the formal Physical Education curriculum and for complementary community use within the communities of Aberavon, Port Talbot, Baglan, Sandfields and Briton Ferry.

Reference should be made to the relevant zone area guidelines within Building Bulletins 98, 99 and 102 and comply with The (Education) School Premises Regulations as a minimum.

In addition, suitable classroom space for P.E. studies should be provided.

The needs of physically disabled people may be met by providing multi-use sports spaces designed for a range of activities and attention needs to be given to Building Bulletin 102.

The sports halls in general should be provided as flexible spaces, with materials and elements that are fit for all purposes.

Appropriate flooring is essential as are robust materials, safety glazing, protected service points and lighting as well as open, obstacle free space and adequate insulation from noise outbreak.

Court markings should be clear and appropriate and avoid over complication with too many types of sports.

Separate changing facilities should be provided for boys and girls with adequate disabled access.

It would be desirable for community changing facilities to be kept separate from those used by pupils and this would be essential should sports facilities be utilised by the community or external groups during agreed school hours.

There may be a need to refurbish the existing Western Avenue changing facilities as far as any Community use of sporting facilities are concerned.

A robust management proposal may allow dual use outside of school times and the installation of some changing cubicles and lockers may enhance this type of use.

Access to such changing facilities by the community should where possible prevent the need to open up the whole school to enable community use of these sports and changing facilities.

Toilets and Changing Spaces

There are a number of common issues surrounding the provision of school toilets e.g. bullying, vandalism, cleanliness, inappropriate size and location and poor maintenance.

In providing toilets for a 21st Century school, there should be a focus on designing small integral units that are distributed conveniently throughout the school.

The units shall be unisex and positioned closely or adjacent to the most appropriate occupied learning space, work area or staff setting and provide as appropriate the transparency and clear visibility to allow the implicit passive security and informal supervision mentioned earlier.

Individual units shall be suitably aligned and positioned off a fully visible communal access or circulation space complete with large mirror and shall allow total privacy within each of the units.

Pupils, staff and visitors alike will use these communal areas and design should match the aesthetic and quality expected and typically found within modern large shopping malls and hotels.

Each unit shall provide full aural privacy, negative air extraction, high quality long life aesthetically pleasing colourful surface finishes, concealed cistern and service pipe work.

The areas will be well lit (proximity sensor operated) and fitted with an appropriate high quality WC with automatic flush.

Hand-wash facilities will be provided either within the cubicle units themselves (small washbasin complete with automatic mechanisms for hand wash, dryer and soap delivery) or via in a centralised lobby type communal facility.

In relation to sustainability, the WC cisterns shall be fitted as low flush type using grey water recovered from inclusion of a rainwater harvesting system.

Many of the issues associated with the provision of toilets are similar to those of changing areas.

Therefore, the designer shall provide a similar inclusive approach to the design and layout of sufficient non-dedicated separate changing facilities with the proviso that the necessary separate security and privacy can be maintained during periods of full time education.

The changing facilities shall include the provision of sufficient space for appropriately sized, aesthetic, high quality, built-in lockers located within the common access area and separate changing cubicles of which a significant proportion shall include full shower facilities.

The designer shall recognise that each cubicle shall provide full privacy, high quality, long life, aesthetically pleasing, colourful surface finishes (resin core cubicle door/walls), concealed service pipe work to the shower head/controls, be well lit, (proximity sensor operated), and additionally be fitted with a small seat.

It is anticipated that the cubicles shall be positioned off a fully visible communal access/circulation space, complete with large mirrors, and allow total privacy within each of the cubicles.

Sense of Arrival

The proposed school should sit at ease in its surroundings with its main entrance clearly visible and its orientation aligned with either existing or any proposed pedestrian routes identified as part of the site analysis, travel plan and traffic impact survey.

The approach to the main entrance shall be defined purely as a pedestrian approach and landscaped as such in terms of soft planting, hard surfaces, opportunity seating (walls, banking, sculptures etc).

It shall reflect a human scale, be intimate, of quality, and encourage users, visitors, and the community to approach and enter.

Disabled car parking shall be provided in relation to the statutory requirements and located unobtrusively (behind landscaped bank, planting, etc), but within mandatory travel distance.

Cycle provision should be considered holistically as part of planning the most appropriate access points and routes within the school site overall.

Sufficient aesthetically pleasing, secure and well designed covered cycle storage will be provided unobtrusively near to the main entrance (behind landscaped bank, planting, etc).

Car parking should neither be visible from the frontage of the school or the main internal/external pupil and teacher social areas.

Consideration should be given to concealing the parking areas behind landscaped banking, planting and possibly isolated at the edge of the site.

The design shall provide a solution that provides for an integrated choice of visually stimulating and appropriate materials for the car park surface (other than black tarmac).

Overall car parking space numbers shall be suitable and sufficient in number to accommodate staff, visitor and service vehicles and as advised by the Council's Planning Department.

Bus drop off and pick up points, although integral to the operation of the school, should be located on the periphery of the site (possibly even outside the main fenced boundary of the school) but will, ultimately, be in line with guidance provided by the Council's Road Safety, Transportation and Highways Departments.

Consideration should be given as to how this significant hard landscaped element should be integrated into the overall visual setting of the school e.g. perhaps behind landscaped banking, planting, screening etc.

This should also include the careful specification of visually appropriate quality surfacing materials to prevent surface degradation from diesel and oil as well weight and mass of vehicles.

This area should be positioned and designed in such a manner as to negate the need to cross any access roads between the school and buses.

The operation of the main entrance of the school must be secure with an open plan reception that is welcoming, aesthetically pleasing and of a quality fit and finish.

The main entrance should be considered as the sole public entrance for the school encompassing all users, pupils, teachers, ancillary staff, and visitors thus reinforcing equality and ownership.

The single reception facility should be of sufficient size (quite generous) to service all the requirements of a school and community facility throughout a normal school day.

This would include receiving pupils, visitors, early/late arrivals, enquiries, relief, occasional and vocational staff, community users, and parents.

Provision of the single main entrance should also be considered in relation to providing part or all of the strategy for electronic pupil registration accepting though that final registration will be confirmed within the individual pupils' class base.

External Spaces

Apart from recognising the need to align the school appropriately within the selected site, consideration and likely impact of the existing site's topography, habitat, specific environmental conditions and exposure to any existing external influences (traffic

noise etc.) need to be fully considered and mitigated as necessary as part of the site selection and design process.

The provision of quality landscaped and sustainable external spaces needs to be fully integrated to an inclusive educational and recreational function.

External spaces shall provide an opportunity for a seamless transition between indoor and outdoor learning.

Providing shelter, shade, play, enhanced group and individual study drama/dance/sculpture courts etc) and a varied selection of seating for socialising (tiered amphitheatre, external café/food provision) at all periods of the day.

The spaces shall be imaginative, fully visible, of human scale with a floor surface that excludes tarmac but includes a wide selection of appropriate soft landscaping, structures, and varied small scale paving.

Within the curriculum it is also envisaged that an external workshop (allotment garden) shall be located within the school grounds in relation to the need to give access to joint structured learning projects in both the community and the school in relation to horticulture, food production and its preparation.

The inclusion of natural features such as use of running water (externally and internally), including the introduction of trees within the larger internal circulation and learning spaces should not be discounted in providing a suitable educational experience or environment.

Primarily references should be made to Building Bulletin 71 - The Outdoor Classroom; Educational use, Landscape design & Management of School Grounds as well as the Learning Through Landscapes references within the Welsh Government's 21st Century Schools guidance <http://www.ltl.org.uk/>

Environmental Impact and Sustainability

The design of the new buildings and their future operation and maintenance should be considered in the context of environmental impact and sustainability.

School buildings in particular should respond actively to create positive models for pupils and the community in helping to increase levels of awareness and understanding of the need for sustainability.

The design should therefore promote and embrace environmentally sustainable development through innovative approaches to resource use both in terms of construction and future operation – e.g. materials, energy, water and waste disposal in order to deliver a sustainable, resource-efficient school with low environmental impact.

In line with Welsh Government expectations and conditions of grant, the school must achieve BREEAM Excellent.

As appropriate the design should take account of the following:

- building design that adopts 'green' materials from sustainable sources that are non-hazardous in their erection, maintenance and long term use and which maximise opportunities for eventual recycling
- selection of materials from the BRE Green Guide to Specification that provide for 'A' ratings wherever possible
- the use of innovative technology including low water consumption fittings and rainwater recycling for irrigation and WC flushing
- the incorporation of methods of recycling and waste minimisation
- the encouraging of biodiversity in school grounds through the use of non-grass soft landscaping

The consideration of the following opportunities, in relation to a philosophy of optimal energy efficiency and whole life costs, should be clearly evident in the overall design:

- orientation - taking advantage of southern and western aspects to provide useful solar gain and reduce the need for artificial lighting;
- façade design - to exclude overheating while permitting the benefit outlined above
- fenestration design - to maximise beneficial natural day lighting and ventilation while minimising unwanted solar heat gain and glare
- building layout - grouping of buildings to create sheltered and pleasant external spaces and reduce heat loss
- ventilation - plan buildings such that natural through-ventilation can take place thus reducing the need for mechanical ventilation.
- building form - minimise area of external wall in order to reduce heat losses (as modified by building layout and ventilation above)
- insulation - high levels of insulation to reduce heat losses and reduce required heating installation to a minimal back up provision only
- choice of energy efficient equipment fixtures and fittings i.e. space and water heaters and light fittings
- inclusion of measures to control energy consuming systems in response to demand, e.g. lighting control systems, CO2 based ventilation occupancy controls, heating zone controls
- the use of low and zero carbon technologies (where the investment is warranted) including but not limited to the use of solar thermal and

photovoltaic energy, biomass fuels and heat pumps and the use of low emission plant and equipment

- draught lobbies - inclusion of buffer zones at all entrances, limitation of infiltration through quality of delivery and workmanship during construction; implement air leakage testing to prove performance and implement remedial works to achieve agreed standards.

Information and Communications Technology (ICT)

As part of the introduction of the desired flexibility of learning, it is assumed that wireless access shall be available throughout the building and provided as an integral part of the educational experience and as such available in both informal (cafes/restaurant/break out/social areas) and formal learning areas.

Wall mounted computer network trunking should be avoided where possible.

Specific short lengths of accessible floor ducting may be considered as more appropriate in static high use technology rich areas.

Developments in ICT have brought new opportunities to improve the educational provision for pupils and provide the potential to radically change teaching and learning methods and the way staff and students use ICT provision within the school environment.

It is recognised that the line separating formal classroom style teaching, collaborative working in smaller groups and indeed social style networking are being blurred, and there is now a need

to respond positively to this in a way which furthers the development of the skills needed for the 21st Century.

It is also acknowledged that schools should become the heart of a community and building use needs to be maximised community and extended school purposes.

A school that is truly integrated with its community has the potential to bring parents and families together into an environment which enables better potential for cross-service collaboration with e.g. Community Services, Social Workers, Health Workers that in turn can better safeguard vulnerable children and families.

It's impossible to forecast where technology will be in ten years time and therefore there is a need for a flexible ICT core infrastructure that can be maintained and modified without the need for expensive infrastructure replacement programmes.

The design must be mindful of this and early collaboration with the Authority's Central IT Unit will be essential.

What is apparent from an ICT infrastructure perspective is that the convergence of Data and Voice onto a single network should allow for video streaming, video

conferencing, intercom services, digital CCTV together with an integrated building control system.

Additional items running on the core network such as wireless enabled projectors, wireless enabled interactive whiteboards or LCD screens with support for multicast information delivery, purpose built video conferencing, digital signage, cash free catering tills and related equipment for smart cards should all be integrated within the overall design solution.

All areas of the building will require wireless access points to allow roaming access to the Education Network as well as providing wireless access points for students to use their own personal equipment to access the Internet.

A mix of structured cabling to heavy ICT learning areas and fixed wireless access points shall be provided allowing pupils and teachers intranet/ internet access from any position in the school including open social and learning areas.

Each closed learning space should still have structured cabling installed or the capacity for installing or upgrading structured cabling at a future date with minimal infrastructure change.

Whilst wireless coverage will be available throughout the school and to a limited extent extended to some outside areas, a limited number of data points per room should be provided where there is an expectation that video-editing and high quality media distribution is likely to occur e.g. to LCD screens or learning walls.

All learning areas shall be capable of having access to interactive whiteboards with multimedia projectors or interactive LCD screens.

It is also envisaged that new technologies such as Microsoft Surface can provide a much richer interactive and collaborative style of learning and consideration should be given to the inclusion within the design.

Assembly halls should be provided with a fixed projector screen(s) of a size which enables occupants in all areas to readily view what is being displayed.

These can be fixed screens or raised and lowered electronically as required and aesthetically treated to suit.

It follows that this space should also be provided with sufficient, suitable, fixed data projectors to match.

The core infrastructure should allow pupils to have enhanced opportunities for learning activities outside the traditional classroom through Learning Gateways.

It is likely that the need for dedicated ICT rooms will decrease whilst there will be a need for greater independent or informal learning in collaborative and open spaced learning breakout and social areas.

There is an increasing trend for wireless devices that is likely to remove the need for dedicated power points in each learning space to power fixed units with greater emphasis on the provision of storage and charging units for school-supplied portable devices.

Whilst no ICT system can be completely 'future-proofed', consideration needs to be given to the delivery of new innovations in the future.

Fibre backbones and the adoption of cabling to CAT 6 standard increases bandwidth capabilities allowing a fuller participation in the Virtual Learning Environment and enhances independent learning packages.

The design team shall understand the full implications of these requirements on all other elements of

the building and services such as power, lighting, heating, furniture layout, security, maintenance, building materials and shall ensure that they are incorporated as appropriate in order that the design fully supports and complements the ICT requirements.

Furniture and Equipment

Furniture and equipment is recognised as being a key aspect of a school's interior and in view of this high quality furniture and equipment will be required in the new school.

In order to fulfil the aims of inclusion and wider community use a 21st century community school accommodating a wide range of users needs to incorporate something more functional, attractive and inspiring than standard school furniture.

All furniture shall be ergonomically designed and built for heavy use from a range of users.

The selection of all furniture and equipment both indoor and outdoor shall take account of the age, relative size and ability of the likely main users.

Furniture is key to the delivery of effective flexible spaces and plays a vital role in facilitating good teaching and learning.

It is therefore essential that consideration of how to best integrate it into the design of the building is made at an early stage in the design and development process.

Furniture and equipment shall be fully appropriate to the teaching, learning, management and administration of the school as well as the demands of community and other use.

In order to promote inclusion and allow all pupils to study in comfort, care is needed in the selection of furniture and equipment.

Wherever possible, it shall provide flexibility for example by being adjustable in height, so that pupils of differing heights and statures and those with disabilities are properly accommodated.

All furniture and equipment shall:

- be robust, sturdy, resistant to wear and tear, vandal and impact resistant, and have minimum maintenance requirements
- be well-designed, aesthetically pleasing, and appropriate for intended use
- be considerate of the users including the disabled or those with mobility difficulties
- offer flexibility and choice, enabling different teaching layouts to be readily configured
- be ergonomically designed so as to be fully appropriate to the physical needs of the users
- be co-ordinated within a space through the use of matching styles materials and finish
- support the teaching and learning process
- comply with all statutory regulations
- be sustainable i.e. manufactured from materials which minimise or limit resource use
- where possible be multi-use and functional
- where possible be innovative and imaginative and contribute to achieving inspirational learning environments.

The following are some issues to consider when selecting and locating furniture and equipment specifically to facilitate inclusion and wider community use:

- provision of adjustable furniture for those with additional support needs or disabilities
- standardised colour schemes and systems to allow interchange between rooms
- Gas lifts for ease of adjustment
- playground seating should have armrests and heel space underneath to assist someone with impairment to rise
- appropriate spaces next to playground seating for wheelchair space

- well sited litter bins to encourage use

Selection of outdoor furniture and equipment is also important with many of the issues above requiring some attention.

Additional consideration needs to be given to such detail as exposure to extremes of weather, theft and vandalism, use in heavy and group play, season-specific items and movement over distances (for example moving posts to storage at the close of season).

Safety and Security

The school buildings and grounds should be designed to ensure the safety and security of all school users.

Primarily this will be achieved by through the Association of Chief Police Officer's (ACPO) Secured by Design certification of the new building.

Safety and security begins with the positioning and aspect of the buildings, their entrances and access routes and are enhanced the following considerations at an early design stage:

- Avoidance of an overly complex external building envelope that creates areas which cannot be easily supervised
- Ensuring clear lines of sight along all pathways and accesses
- Locating entrances so they are visible from public areas
- Avoiding pedestrian routes surrounded by high vegetation or outbuildings
- Providing obvious, well lit and visible pathways
- Ensuring car parks are open and visible
- Entrances with secure lobbies, with controlled access to the main building
- Locating cloak rooms and toilets in areas where they can easily be supervised
- Fire and emergency escape routes and access for emergency vehicles
- Placing waste materials and recycling facilities in secure compounds away from buildings
- Providing well organised internal circulation routes with clear signage and good visibility for supervision.

Whilst visitors and the community use of the school will in general be encouraged it should not be possible for an unauthorised member of the public to enter the buildings.

Access into the school should be well controlled through a secure, clearly defined and inviting main entrance with an appropriate reception point through which all users can be welcomed and monitored.

Any separate pupil entrances and exits necessary should not be open during teaching periods and should be capable of being properly monitored and secured.

Some form of access control system such as swipe cards or remote unlocking may be required but in any event there should be a policy of access management in force at all times especially during out of hours use.

Movement around the school of non-school staff (for example, where only certain spaces are opened up for community use) should be managed through clear and simple spatial arrangements with additional appropriate signage.

Good sight lines should be created and maintained between internal and external areas in order to safely monitor visitor and pupil movement.

Around the building perimeter, security can be enhanced by:

- Careful positioning of drainpipes and canopies that may otherwise provide unwanted access to high level windows and roof lights
- Avoiding building in recessed doors and alcoves that offer refuge
- Using sloped rather than flat roofs to make access more difficult
- Good lighting
- Use of remotely monitored CCTV security cameras
- Avoiding thick planting areas close to the building that would provide cover from security cameras and users inside the building
- Providing a building perimeter walkway clear of furniture and obstruction
- Grounds perimeter fencing in line with the Secured by Design standard

The use of security technology should be a considered option not an automatic inclusion and the individual school circumstances and potential risks should be weighed against the detrimental impact of high level security measures.

There will be a need to agree what physical security measures are incorporated within the overall design with the Council's Insurers.

Early dialogue with the school and the Architectural Liaison Officer from the local Police Force shall provide valuable information and advice when formulating a proposal for security as well as ensuring Secured by Design certification.

There is an expectation and express condition of any Welsh Government that new schools will incorporate an automatic sprinkler system as part of its protection from fire.

Where used it should be discrete wherever possible with more visible methods restricted to selective and targeted areas.

School users should be made to feel safe but not overwhelmed or encumbered by high profile security.

Whilst security of both buildings and occupants is clearly paramount it should not be to the detriment of the overall appearance of buildings.

In particular a “fortress” appearance to the buildings should be avoided as this can adversely affect the occupants’ perception and can discourage use by the wider community.

Any security provided should therefore be well designed, discreet and as attractive as possible.

Temperature and Ventilation

Temperature and ventilation are two factors inextricably linked which are essential to providing a comfortable and fresh environment for teachers and learners.

Good indoor air quality is a key design issue which also has a direct bearing on the well-being of all users of the school premises.

Whilst natural ventilation is always preferred it is user dependant, subject to local air quality conditions and has an impact on energy usage and acoustics.

Design proposals should include for the provision of effective ventilation at all times to provide a wholesome environment and shall encourage the use of natural ventilation wherever practical.

Where necessary the incorporation of automatic controls, heat recovery methods and acoustic attenuation as necessary can be used in the overall design to address these points.

It is essential that proposals address the issue of keeping the building within acceptable temperature ranges.

All systems shall therefore be capable of dealing with localised conditions and responding swiftly to changes in demand.

The heating medium whilst consuming the minimum of prime energy must provide good comfort levels in all spaces through innovative design and simple to operate controls which harmonise with user needs.

This shall be provided based on the maximum number of occupants likely to occupy the space (Building Bulletin 101).

Solutions need to be quiet in operation, controllable and draught free.

The designer shall provide full modelling of all spaces to show how adequate ventilation and heating can be met at all times of the year including recognition of possible overheating through solar gain/radiation etc.

The designer shall show fully how the operable/controllable part of the ventilation strategy is to be achieved within the teaching and learning spaces including its ease of operation for the occupants.

Daylight Provision

The minimum average daylight factor in all teaching and learning spaces should be in line with Building Bulletin 90.

The designer shall provide full modelling of all teaching and learning spaces to show the above requirements can be met at all times including recognition and elimination of glare at areas of the teaching space adjacent to windows or glazed walls.

Acoustics

The design will fully consider the acoustic performance of the new school in context with its setting, overall layout and intended use.

Bearing in mind that the new school will host a learning support centre for pupils with hearing impairment (HI), it will be designed and comply fully with the requirements as laid out in Building Bulletin 93.

Attention should be paid to the acoustic performance generally but particularly within the combined specialist subject areas, faculties or departments which may have a variety of enclosed and open learning spaces, small work zones, group spaces, break out and social areas.

Problems associated with these diverse use areas shall largely be associated with sound transmission between spaces but must also include reverberation times within the teaching areas and speech intelligibility within the more open learning spaces accessed by pupils within the learning support centre for HI.

There will be a need to undertake full acoustic modelling of all teaching and learning spaces, including any open areas, main circulation routes, social spaces and sports hall facilities, indicating how the full requirements of Building Bulletin 93 will be met.

Modelling will also be required to confirm the recognition and elimination of the problems associated both with the passage of sound between and through the learning spaces adjacent to windows and glazed elements as well as any ventilation elements of the external skin.

Signage

It can be expected that a 21st Century school will have some in built clarity to its internal and external layout.

However, signage where required should act as a complementary reinforcement of this order, clarity, and visual understanding providing users with full grasp of the building's layout.

Whether used externally or internally signage should be fully integrated into the overall design.

It needs to be clear, inclusive (i.e. have appropriate size lettering, good visual contrast and tactile), modern and have a recognised quality and longevity of specification and construction.

Learning Resources, halls, etc. shall be colour coded and fully integrated into the fabric of these spaces (glazed walls/doors etc). It is anticipated that some space identification will acid etched or designed and fused into the most appropriate part of the building's glazing.

Pupils, staff, visitors and community users will need clear and unambiguous signage providing direction to the various communal points within the building (main entrance, restaurant, café's etc).

It will need to be clearly throughout the school of the school/community/national/world news including a synopsis of the schools daily programme.

It is anticipated that dedicated LCD's, video/glass walls, pc's, etc. will provide opportunity to transmit details of school, community, national and world news throughout including a synopsis of the school's daily programme of activities.

These types of presentation will be fully designed and edited by the school and fully integrated into the appropriate areas of the curriculum.

Appendix 1 - Additional Design References

Legislative/Statutory

- Building Regulations
- Education (School Premises) Regulations 1999 : Date of Issue Feb2000
Ref: DFEE 0029/2000
- Construction Standards Circular 54/97
- Construction Standards Circular 03/02
- Disability Discrimination Act 1995 and 2005
- Special Educational Needs and Disabilities Act 2001

Building Bulletins

- BB71 The Outdoor Classroom : Educational use, Landscape design & management of school grounds
- BB80 Science Accommodation in Secondary Schools : A Design Guide (Revised 2004)
- BB81 Design and Technology Accommodation in Secondary Schools : A Design Guide (Revised 2004)
- BB84 Boarding Accommodation
- BB86 Music Accommodation in Secondary Schools
- BB87 Guidelines for Environmental Design in School (Revised 2003)
- BB88 Fume Cupboards in School
- BB90 Lighting Design for Schools
- BB91 Access for Disabled People to School Buildings
- BB92 Modern Foreign Languages Accommodation
- BB93 Acoustic Design of Schools
- BB95 Schools for the Future : Designs for Learning Communities
- BB98 Briefing Framework for Secondary School Projects
- BB99 Briefing Framework for Primary School Projects
- BB100 Design for fire safety in schools

- BB101 Ventilation of School Buildings
- BB102 Designing for Disabled Children and Children with Special Educational Needs

Other Design/Technical Guidance

- Welsh Governments 21st Century Schools Programme
- CLAW – Wales Standard Mechanical/Electrical Specification
- CABE - Creating Excellent Primary & Secondary Schools
- BREEAM – Schools 2005
- Community Focus Schools – Circular 34/2003
- Secured By Design – Schools
- Good Loo Design
- Inspirational Design for PE and Sports Spaces
- Guide 4 Managing School Facilities, Improving School Security
- Guide 5 Managing School Facilities, Purchasing Energy
- Guide 7 Managing School Facilities, Furniture & Equipment in Schools A Purchasing Guide
- Schools Capital – Investment for all
- Classrooms of the Future
- Designing Schools for Extended Services
- Primary Ideas – Projects to Enhance Primary School Environments
- Schools for the Future : Exemplar Design Concepts and Ideas
- Schools for the Future : Design for Sustainable Schools Case Studies
- Schools for the Future : Designing School Grounds
- Schools for the Future : Inspirational Design for Kitchens and Dining Spaces
- DES Floor Finishes in School
 - 1 Partitions in Schools
 - 2 Standard Specifications, Layouts and Dimensions

- 3 Toilets
- 4 School Kitchen Technical Detail
- Multi Use Games Area Design (Sport England)