

DATED

23 FEBRUARY

2011

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**(1) MANSELL CONSTRUCTION SERVICES LIMITED**

**(2) SEYMOUR HARRIS LTD**

**PROFESSIONAL APPOINTMENT**

for

Architectural services relating to the design  
and construction of Fire & Rescue Stations  
forming part of the NW Fire & Rescue PFI Project

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This Deed of Appointment is made on 23 FEBRUARY

2011

**Between**

- (1) **Mansell Construction Services Limited** (registered in England No. 1197246) whose registered office is at Roman House, Grant Road, Croydon CR9 6BU (the **Contractor**); and
- (2) **Seymour Harris Limited** (registered in England No. 03523158) whose registered office is at 26 Highfield Road, Edgbaston, Birmingham, B15 3DP (the **Consultant**).

**It is agreed**

**1 Definitions and Interpretation**

- 1.1 Words and expressions used in this Agreement shall have the meaning ascribed to them in the Building Contract except as otherwise stated in this Agreement and except for the following words and expressions, which shall where the context so admits, be deemed to have the following meanings:

**Authority** means CUMBRIA COUNTY COUNCIL of The Courts, Carlisle, Cumbria, CA3 8NA, LANCASHIRE COMBINED FIRE AUTHORITY of Lancashire Fire and Rescue Service Headquarters, Garstang Road, Fulwood, Preston, PR2 3LH and MERSEYSIDE FIRE AND RESCUE AUTHORITY of Merseyside Fire and Rescue Service Headquarters, Bridle Road, Bootle, Merseyside, L30 4YD (together the "Authorities" each an "Authority")

**Authority's Requirements** means the requirements of the Authorities in respect of the Project set out in Schedule 1 (Authorities' Requirements) to the Project Agreement insofar as they relate to the Sites and/or Stations.

**Building Contract** means the contract for the design and construction of the Project between Project Co and the Contractor

**Business Day** has the meaning ascribed to such term in the Building Contract

**CDM Regulations** means the Construction (Design and Management) Regulations 2007 as may be amended from time to time

**Construction Cost Plan** means the construction cost plan detailing the budget for Project Co contained in Schedule 4 (Construction Cost Plan) as may be amended from time to time but if such Construction Cost Plan is not available, then the Construction Cost Plan shall be deemed to be in accordance with those budgets for the Project made known to the Consultant by the Contractor

**Construction Phase Plan** means the document setting out the procedures for health and safety on the Project as set out in Schedule 9 as may be amended from time to time

**Contractor's Representative** means the person named in Schedule 1 or any other person or replacement approved by the Contractor from time to time

**Design Programme** means the programme for design elements as set out in Schedule 6 and as may be modified from time to time by the Contractor or to reflect any extensions of time awarded to the Contractor pursuant to the Building Contract, such programme to be produced by the Consultant

**Facilities** means all of the buildings and other facilities together with all supporting infrastructure (including Plant and Equipment) and amenities located at the Site provided or to be provided (as the context requires) by the Contractor under the Building Contract

**Fee** means the sum provided in clause 6 and payable to the Consultant for the proper performance of the Services

**Funder** any persons who have entered or shall enter into an agreement for the provision of finance to Project Co in connection with the Project

**Health and Safety File** means the documentation on health and safety matters for the Project maintained by the CDM Coordinator (as referred to in Schedule 9)

**Intellectual Property Rights** the copyrights (including future copyright), patents, utility models, trade marks, rights in designs, database rights and goodwill, in each case whether registered or unregistered or the subject of a pending application for registration, together with all legal rights of protecting the confidentiality of such information or materials and all other rights and interests of any nature whatsoever anywhere in the world arising out of the design of the Project

**Interface Agreement** means the agreement setting out the responsibilities and reliabilities between the Contractor and the Facilities Management Provider.

**Overriding Objective** has the meaning given in clause 2.4

**Other Consultants** means collectively the consultants appointed or to be appointed by the Contractor on this Project as set out in Schedule 1 and any other consultant as may be appointed by the Contractor from time to time

**Practical Completion** means in relation to the Works the issue of the Certificate of Practical Completion in respect of the Building Contract

**Project** means the design and construction of new fire stations located at various sites in Merseyside, Lancashire and Cumbria, which together form part of the North West Fire & Rescue Services PFI, so that such Facilities are complete and ready for occupation and use by or on behalf of the Fire Authorities in accordance with the requirements of the Building Contract

**Project Agreement** means the agreement between the Authority and Project Co in relation to the design, construction, fitting out, commissioning, financing, operation and maintenance of the Project

**Project Co** means the person, firm or company set out in Schedule 1 and its successors in title and assigns to the benefit of the Building Contract

**Project Programme** means the programme for the Project as set out in Schedule 5 and as may be modified from time to time by the Contractor or to reflect any extensions of time awarded to the Contractor pursuant to the Building Contract. If such Project Programme is not available then the Project Programme shall be deemed to be in accordance with those programmes for the Project made known to the Consultant by the Contractor

**Quality** means meeting the agreed requirements of Project Co and the Contractor

**Quality Assurance** means the management actions, systems, procedures and records that are used to provide confidence that before work has commenced Authorities Requirements shall be met and after work has been completed that the Authorities Requirements have been met

**Services** means the services to be performed by the Consultant as set out in Schedule 2

**Site** means the land as stated in Schedule 1

**Sub-Consultants** means any sub-consultants appointed by the Consultant in connection with the Project

**Sub-Contracts** means contracts entered into between the Contractor and Sub-Contractors in connection with the Project

**Sub-Contractors** means the persons whether sub-contractors, suppliers, or others to be appointed by the Contractor pursuant to the Sub Contracts to supply services and/or materials and goods in connection with the Project

**Third Party Material** means any material in which copyright, design, trade mark or any similar right subsists and which will be incorporated into or form part of the Project which has not been created specially for use on the Project but has been created by a Third Party Supplier (or the Consultant) for purposes other than the Project

**Third Party Supplier** means any third party supplier who shall be contracted by the Consultant to provide goods or services to be incorporated within the Project

**Works** has the meaning ascribed to such term in the Building Contract

**Works Stage** means any one of Works Stage One, Works Stage Two or Works Stage Three, as can reasonably be interpreted from the descriptions in Schedule 2.

1.2 In this Agreement:

- (a) the clause headings in this Agreement are for the convenience of the parties only and do not affect its interpretation;
- (b) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (c) where the context so admits words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner; and
- (d) references to a clause or a Schedule are to a clause or a Schedule of this Agreement;

1.3 The parties contemplate that various documents referred to in this Agreement will come into existence during the course of the Agreement. Where this is the case, the parties will record in writing when such documents are agreed and will in the meantime pay proper regard to the anticipated terms of such documents (subject to those anticipated terms being notified by the Contractor to the Consultant as negotiation of those documents progresses and subject to clause 7.3 if changes to such documents result in a need for additional services).

## **2 Appointment and Overriding Objective**

- 2.1 The Contractor appoints the Consultant to perform the respective services set out in Schedule 2 (the **Services**) and upon the terms and conditions set out in this Agreement.
- 2.2 The Consultant shall be responsible to and the Contractor is entitled to rely on the Consultant exercising reasonable skill, care and diligence under this Agreement for any designs carried out or services provided by the Consultant for and on behalf of the Project Co and/or the Authority prior to the date of this Agreement and incorporated into or forming part of the Building Contract for the Works as if the same had been carried out by the Consultant pursuant to this Agreement. For the avoidance of doubt, the parties hereby agree that this Agreement governs all services, provided by the Consultant in relation to the Project whether before or after the date hereof.
- 2.3 The obligations of the Consultant under this Agreement are the joint and several obligations of the equity partners of the Consultant.
- 2.4 The Consultant acknowledges that its primary objective in relation to its provision of the Services under this Agreement (the **Overriding Objective**) shall be the efficient progression and completion of the Services and performance of its other duties under this Agreement so as to enable the Contractor to comply with and so as to avoid putting the Contractor in breach of the Contractor's obligations under the Building Contract having due regard in particular (but without limitation) to the Project Programme and the Construction Cost Plan, the level of Quality and standards set out in the Contractor's Proposals appended hereto at Appendix 10, with full coordination and liaison between the Consultant and all other parties involved on the Project including the use of Authority's preferred communication protocol and using methods of design and construction which take full account of health and safety issues.
- 2.5 The Consultant acknowledges that it has been appointed because of the personal qualities and attributes it can bring to the Project and will provide (or have set aside) sufficient resources to provide the Services required by this Agreement). As a result the Consultant understands that sub-contracting or sub-letting of any of its obligations under this Agreement is only permissible in exceptional circumstances and with the consent of the Contractor.

## **3 The Consultant's Obligations**

### **3.1 Compliance with Project Programme and Construction Cost Plan**

- (a) The Consultant shall so far as reasonably practicable provide the best value design and detailing consistent with the intended lifespan of the Facilities and compliant with Authority's Requirements and the Contractor's Proposals (in the event of any conflict between the Authority's Requirements] and the Contractor's Proposals, the Authority's Requirements, as appended in Schedule 10, shall prevail,) and (notwithstanding any other obligations under this Agreement) use the standard of performance required by the Building Contract to cause the Services to be completed within the Project Programme and within the Construction Cost Plan.
- (b) The Consultant shall advise the Contractor as soon as reasonably practicable of any matters that will or are reasonably likely to delay the completion of the Services or increase the design cost of the Project, the reasons therefor and advise on measures to reduce or avoid such delays or cost increases.

### 3.2 Quality Control

- (a) The Consultant shall allow reasonable access to the Contractor to undertake auditing of the Consultant's quality systems.
- (b) The Consultant shall adopt and integrate into his own quality systems the quality systems and procedures required under the Building Contract.
- (c) The Consultant shall provide documentary evidence of Quality Assurance and other evidence or information as may reasonably be required by the Contractor.

### 3.3 Coordination and Liaison with Other Consultants etc

- (a) The Consultant shall review the drawings provided or to be provided by the Other Consultants and any other parties carrying out design work, including without limitation the architect, structural engineer and the mechanical and electrical services engineer engaged by the Contractor for general compliance and consistency with the designs provided or to be provided by the Consultant, shall co ordinate and integrate all such designs into the overall design of the Project and shall issue, with copies to the Contractor, appropriate comments and directions to the Other Consultants and such other parties carrying out design work. Provided always that with the exception of any designs produced by the Consultant, the Consultant shall not be responsible for any designs produced by any other parties (other than the Consultant's own sub-contractors).
- (b) The Consultant shall use reasonable endeavours to ensure that any Other Consultant shall liaise and cooperate with and report to the Consultant in respect of the carrying out of the Services so as to facilitate the performance by the Consultant of the Services.
- (c) The Consultant hereby agrees to comment upon such drawings, specifications, agreements and the like as may be received from the Other Consultants, the Contractor or other specialists employed on the Project which relate to the works which are the subject matter of the Services and to return such comments within 5 Business Days of their receipt or as otherwise agreed with the Contractor.
- (d) The Consultant shall at all times keep the Contractor fully and properly informed on all aspects of the progress and performance of the Services and shall further provide the Contractor with all such other information in connection with the Services as the Contractor may reasonably require and will promptly advise the Contractor in the event of delay or disruption to the performance of the Services and will set out measures which the Consultant is taking or proposes to take to minimise or make good such delay or disruption. The Consultant will meet with the Contractor to report on the Services (including the actual and expected dates for delivery of each of the drawings listed in Schedule 2) at least fortnightly and in addition as and when the Contractor shall reasonably require, including monthly Project meetings and design review meetings as required.
- (e) The Consultant acknowledges the role of the Sub-Contractors and Sub-Consultants in connection with the Project and shall fully cooperate with them and liaise directly as necessary with the Other Consultants, Sub-Consultants and Sub-Contractors so as to achieve the Overriding Objective. The Consultant shall from time to time make alterations and/or modifications to the design as a result of decisions taken by the Consultant and the Other Consultants for the achievement of the obligations under this clause 3.3 and bring all

alterations and/or modifications to the attention of the Contractor and the Other Consultants (but for the avoidance of doubt any alterations and modifications made after the Contractor has approved the relevant part of the design shall not be valid without the further approval of the Contractor of such alteration or modification).

- (f) For the purposes of disseminating information and drawings in compliance with this clause 3, the Consultant shall ensure that any paper copies of the Consultant's drawings and information comply with British Standards or are in easily reproducible formats.

### **3.4 Health and Safety**

- (a) The Consultant shall at all times in carrying out the Services take full account of issues of health and safety both in relation to the construction process and to the Facilities insofar as is required to comply with the duties of a "designer" under the CDM Regulations.
- (b) The Consultant shall comply with the requirements of the Construction Phase Plan for the Project and shall provide any information as may be required by the CDM Coordinator for the Health and Safety File for the Project.
- (c) The Consultant shall allow reasonable access to the Contractor and/or the CDM Coordinator to undertake auditing of the Consultant's safety systems to confirm compliance with the Construction Phase Plan and the CDM Regulations as they apply to the Services provided.

### **3.5 Duty of Care**

Notwithstanding any other provisions of this Agreement, the Consultant warrants to the Contractor that he has exercised and that he will continue to exercise:

- 3.5.1 the standard of performance required by the Building Contract in respect of the performance of Services and other duties hereunder which are ones to be delivered by the Contractor under the Building Contract and are being sub-contracted to the Consultant; and
- 3.5.2 in relation to all other Services and duties the standard of performance shall be reasonable skill, care and diligence as may be expected of a properly qualified and competent professional consultant experienced in providing services similar to the Services for work of a similar size, scope and complexity to the Project.

### **3.6 Statutory Requirements and Best Practice**

The Consultant's design and specifications shall fully comply with all requirements stipulated in current statutes, regulations, Consents and codes of practice including but not limited to fire and safety requirements, building regulations, planning consents and requirements or (in the absence of such statutes, regulations, consents and codes of practice) with normally accepted best practice.

### **3.7 Inspection and Subsequent Reporting**

- (a) The Consultant shall inspect the Project in accordance with the requirements of Schedule 2, as previously agreed with the Contractor's Representative to determine that the Project is being carried out in accordance with the Consultant's design. The Consultant shall advise the Contractor immediately of any work carried out by any Sub-Contractor which it considers may not be in accordance with the Consultant's design for the Project, by using a non-

conformance report if the Contractor has specified the use of non-conformance reports for the Project or other format agreed.

- (b) The Consultant shall as part of its duties give such general advice and assistance to the Contractor as may lie within the field of the Consultant's qualifications competence and experience, which shall include (without limitation) notifying the Contractor if the Consultant is aware of any statute, consent, order or statutory requirement either current or known to be applicable or in the future which may affect the Project.

### **3.8 Compliance with Instructions**

The Consultant shall comply with all reasonable instructions and directions given to him by the Contractor on any matter connected with the Services and liaise with the Other Consultants, the Sub-Consultants and the Sub Contractors in relation to such instructions or directions.

### **3.9 Consultant's Authority and Access**

The Consultant shall have such authority to act on behalf of the Contractor as is necessary for the proper performance of the Services, and shall have such access to the Site as it reasonably requires for the purposes of implementing such performance. The Consultant shall not, however, have authority to act on behalf of the Contractor in relation to any of the following matters without the prior written approval of the Contractor:

- (a) entering into contracts for or on behalf of the Contractor;
- (b) the variation of the design or specification of any work, materials and/or goods produced by others for the Project or the quality or quantity of the same; or
- (c) any amendment to the terms of any of the Sub Contracts or the waiver of compliance by any of the Sub Contractors with their respective obligations thereunder.

In the general course of the design process, the Consultant may be expected to consult directly with Project Co and/or their appointed agents, preferably in the presence of the Contractor. Whenever the Contractor is not present, the Consultant shall refer all such matters discussed to the Contractor. Notwithstanding the foregoing, agreement shall not be reached with Project Co or the Authority without the approval of the Contractor. The Consultant shall at those points and/or dates referred to in Schedule 6 and elsewhere in the Agreement obtain the approval of the Contractor before proceeding with the Services.

### **3.10 No Derogation or Limitation**

The appointment of the Sub-Consultants, Sub-Contractors or Other Consultants shall not limit or derogate from the Consultant's obligations hereunder. Where in the performance of the Services, the Consultant seeks or is obliged to seek the Contractor's approval or agreement to any matter or thing, the giving or confirming of the same by the Contractor shall not in any way derogate from the Consultant's obligations hereunder.

### **3.11 Consultant's knowledge and acknowledgement of Building Contract, Project Agreement and Interface Agreement**

- (a) The Consultant acknowledges that (having made due enquiry) it is aware of the terms of the executed Building Contract and Project Agreement (**Project Documents**). The Consultant



shall be deemed to have full knowledge of the requirements of the Project Documents and shall perform the Services and its other duties hereunder having due regard to all obligations and observe all restrictions imposed on the Contractor thereunder as are applicable to the Services and those duties and shall carry out and complete the Services and its other duties hereunder in such a manner that it shall not by its acts, errors or omissions cause or contribute to the Contractor's breach of any of its obligations under any of the Project Documents.

- (b) The Consultant acknowledges its liability to the Contractor in respect of:
- (i) any breach, non observance by the Consultant or its Sub-Consultants or their respective servants, agents or employers of any of the provisions of the Project Documents as they relate and apply to this Agreement;
  - (ii) any act or omission of the Consultant or its servants or agents or Sub-Consultants which causes contributes or otherwise gives rise to any breach by the Contractor of any of its obligations pursuant to the Project Documents or otherwise gives rise to any other reasonably foreseeable and legally enforceable liability, loss, claim, damages, costs or expenses on the part of the Contractor to Project Co, the Funder or the Authority;
  - (iii) any reasonably foreseeable and legally enforceable claim, damage, loss or expense arising out of the negligence or default of the Consultant, its servants or agents;
  - (iv) any act or omission of the Consultant or its servants, agents or Sub-Consultants which is a breach of this Agreement which prejudice or leads to the diminution or loss of any of other rights, entitlement or other benefits of the Contractor under the Project Documents.

### **3.12 Warranties**

- (a) The Consultant shall, on the date of execution of this Agreement, deliver to the Contractor executed duty of care warranty deed in favour of the Authorities and the Project Co and Border Construction as appended to Schedule 7;
- (b) The above obligation for the provision of a Duty of Care Deeds shall continue notwithstanding termination of this Agreement for any reason whatsoever, including (without limitation) breach by the Contractor.

### **3.13 CDM Regulations**

- (a) The Consultant shall comply with its obligations as a designer under the CDM Regulations.
- (b) The Consultant shall advise the Contractor of its obligations under the CDM Regulations and assist the Contractor in complying with those.
- (c) The Consultant will liaise with the Principal Contractor (as detailed in Schedule 1), CDM Coordinator and other Designers (all as defined in the CDM Regulations) for the Project in the carrying out by them of their obligations under the CDM Regulations.

### **3.14 Contractor's Representative**

The Consultant shall make all communications which are referred to in this Agreement to be made to the Contractor to the Contractor's Representative. The Contractor's Representative shall have full authority to act on behalf of the Contractor for all purposes in connection with this Agreement and all instructions to the Consultant shall be given through the Contractor's Representative.

### 3.15 **Assistance with Claims**

The Consultant shall give to the Contractor such initial and thereafter general assistance as the Contractor may reasonably require in assessing any claims made by any of the Sub Contractors, any Other Consultant or any other party engaged on the Project and their likely effect on the Project Programme and the Construction Cost Plan including (but in such case for a reasonable addition to the Consultant's fees) assistance in any adjudication proceedings.

### 3.16 **Responsibilities Interface with Other Consultants**

The Consultant shall, in performing the Services, comply with the roles and responsibilities assigned to the Consultant as set out in Schedule 2. In case of discrepancy between the roles and responsibilities set out in Schedule 2 and the remainder of the Agreement, the roles and responsibilities in the remainder of the Agreement shall prevail.

### 3.17 **Deleterious Materials**

The Consultant warrants (subject to clause 3.5) that it has not specified and will not specify for use and that it has exercised and will continue to exercise the standard of performance required by clause 3.5 (but not so as by this clause 3.17 to create any additional inspection obligations) of its inspection obligations under this Agreement, to see that there are not used in the construction of the Project any substances or materials not in conformity with any relevant British or European Standards or Codes of Practice or which are generally known to the UK building industry at the time of specification or use to be deleterious to health and safety or to the durability of the Project in the particular circumstances in which they are used, or which are not used in accordance with the guidance contained in the publication "*Good Practice in the Selection of Construction Materials*" (1997, Ove Arup & Partners) or which are contrary to any specific requirement of the Building Contract.

### 3.18 **Audit**

- (a) The Consultant acknowledges that the Authority Representative and/or Project Co's Representative and/or the Funder's Representative and/or the Contractor's may at any time carry out audits of the Consultant's records and/or systems and/or procedures.
- (b) In particular but without limitation The Authority's Representatives and/or Project Co's Representatives and/or the Funder's Representatives and/or the Contractor may carry out quality audits (including the quality plans and any quality manuals and procedures) at approximate intervals of [three (3) months] and may carry out other periodic monitoring spot checks and auditing of the Consultant's quality management system as they deem necessary.
- (c) The Consultant shall provide to The Authority's Representatives and/or Project Co's Representatives and/or the Funder's Representatives and/or the Contractor all information documents, records and the like in the possession of, or available to, the Consultant, [the Consultant shall allow the Comptroller and Auditor General to examine such document as he may reasonably require which or owned, held or otherwise within the control of the Consultant and may require the Consultant to procure such oral or written explanations as he considers necessary. To avoid doubt, it is hereby

declared that the carrying out of any examination under section 6(3)(d) of the National Audit Act 1983 in relation to the Consultant and/or the Contractor is not a function exercisable under this clause 3.18(c)].

- (d) The Consultant shall provide information as the Contractor may reasonably require from time to time to assist the Authority to meet its obligations to provide reports and returns pursuant to regulations, directions or guidance applicable to such public authorities or as required by external agencies including without limitation, reports and returns regarding the physical condition of buildings occupied by the Authority.

#### **4 The Contractor's Obligations**

- 4.1 The Contractor shall, if so requested by the Consultant, supply to the Consultant in such time as may be all reasonable, having regard to the time and nature of any such request, any necessary and relevant data and information in the possession of the Contractor or which may only be obtained by the Contractor and the Contractor shall give or shall request the Other Consultants or any of them or the Sub-Contractors to give such assistance to the Consultant as shall reasonably be required by the Consultant in the performance of the Services and its obligations under this Agreement and where the Consultant is lead consultant the Contractor shall ensure that the lead consultant has authority to give directions to the Other Consultants or any of them or any Sub-Consultants or Sub-Contractors (relating to design matters and if the Contractor deems that the Consultants' direct communication is beneficial and appropriate to the progress and coordination of the design.) Provided that any such obligation of the Contractor shall be without prejudice to the Consultant's obligation to liaise directly with the other Consultants and with the Sub-Contractors in order to procure the production of any information properly to be supplied by such persons.
- 4.2 The Contractor shall give such decisions and approvals as are necessary for the performance of the Services and at such times as to enable the Consultant to comply with his obligations hereunder.

#### **5 Consultant's Personnel**

- 5.1 The Consultant shall forthwith appoint the person stated in Schedule 1 (being the **Consultant's Leader**) to direct and control the overall performance by the Consultant of the Services. Such person or any replacement approved (such approval not to be unreasonably withheld or delayed) by the Contractor pursuant to clause 5.3 from time to time shall have full authority to act on behalf of the Consultant for all purposes in connection with this Agreement.
- 5.2 The Consultant shall, subject to clause 5.4, use those persons stated as Key Personnel in Schedule 1 as key persons in connection with the performance of the Services and such persons' services shall, subject to clause 5.4, be available for so long as may be necessary for the proper performance by the Consultant of the Services, while they continue in the employment of the Consultant.
- 5.3 The Consultant shall, provided the same remain within his employment, not remove any of the persons named in clauses 5.1 or 5.2 or any persons agreed by the Contractor pursuant to this clause 5.3 without the prior written approval of the Contractor, which approval shall not be unreasonably withheld or delayed, and, if such approval is given, the Consultant shall be responsible for replacing such person with a person who shall have been previously approved in writing (such approval not to be unreasonably withheld or delayed) by the Contractor, and, save in emergency, there shall be a handover period between the person being removed and his replacement.

5.4 The Contractor shall have the right, after consultation with the Consultant, to request the removal of any person engaged in the performance of the Services if, in the Contractor's opinion, his performance or conduct is or has been unsatisfactory or the Contractor is obliged under the terms of the Building Contract to procure the removal of such person and the Consultant shall promptly remove such person and replace him with a person approved as aforesaid.

## **6 Remuneration**

6.1 The Contractor shall pay to the Consultant as full remuneration for the proper performance of the Services in accordance with this Agreement a lump sum fee as stated in Schedule 3. Payment shall be made in monthly instalments in accordance with the provisions of Schedule 3 provided always that no payments for the completion of a Works Stage will fall due until that Works Stage has been achieved to the satisfaction of the Contractor.

6.2 The Contractor shall pay to the Consultant the total amount of Value Added Tax properly chargeable by the Consultant on the supply to the Contractor of any services under this Agreement (subject to the Contractor's receipt of a valid VAT invoice therefore).

6.3 Where the Contractor intends to withhold payment of a sum due under this Agreement, it must give notice to the Consultant of his intention to do so not later than five (5) days before the Interim Payment Final Date or the Instalment Stage Final Date as appropriate. Such notice must specify the amount proposed to be withheld and the ground for withholding payment. If there is more than one ground, each ground and the amount attributable to it must be specified within the notice.

6.4 The Consultant acknowledges that the sum of £721,193.44 (Seven Hundred and Twenty One Thousand, One Hundred and Ninety Three pounds) has been paid to the Consultant by either Project Co or the Contractor on account of the fee at or prior to the date of this Agreement and that the sum set out in clause 6.1 is inclusive of this sum not in addition to it.

## **7 Additions/Deductions to the Fee**

7.1 The Fee shall, subject to the provisions of clause 15.2, be deemed to be inclusive payment for the Services (including for any initial failed attempts properly to perform the Services caused by the actions of the Consultant) and for all costs, expenses, disbursements and overheads of every kind incurred by the Consultant in connection therewith, except for fees for statutory approvals (such as for planning applications and for building regulation approvals) which the Contractor shall pay.

7.2 Notwithstanding any other provision of this Agreement but in accordance with clause 6.3 the Contractor reserves the right to deduct from any sum or sums otherwise due in connection with this Agreement to the Consultant hereunder, the amount of any claim the Contractor may have in respect of any breach of or failure by the Consultant in any way to observe or perform the provisions of this Agreement. Such right will not be exercised unreasonably or vexatiously.

7.3 In addition to the Services, the Consultant shall perform such other services, additional services, variations and scope changes as the Contractor may reasonably instruct or the Contractor considers may be necessary from time to time in relation to the Project. If the Consultant considers that the Contractor has instructed the Consultant to carry out additional services, variations and scope changes or considers that such additional services are reasonably necessary as a result of compliance with third party agreements provided to the Consultant pursuant to clause 1.3, it shall be a condition precedent to the Consultant's entitlement to any additional fee that the Consultant has advised the Contractor in writing before complying with the instruction of its proposed fee, and the

effect on the Project Programme and Construction Cost Plan. The additional fee will be calculated in accordance with the hourly rates set out in Schedule 3 unless a lump sum is agreed in advance between the Contractor and the Consultant.

## **8 Insurance**

8.1 Without prejudice to its obligations under this Agreement or otherwise at law, the Consultant covenants with the Contractor that:

(a) The Consultant does and shall maintain professional indemnity insurance upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with insurers licensed to carry on such insurance business in the United Kingdom, in an amount of not less than £10,000,000 (ten million pounds) for each claim or series of claims arising from the same original cause, source or event in respect of the obligations of the Consultant for a period beginning now and ending twelve years after the date of Practical Completion, provided always that such insurance continues to be available from such insurers to members of the Consultant's profession on terms and rates which are commercially reasonable. The said terms and conditions shall not include any term or condition to the effect that the Consultant must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930, or any amendment or re-enactment thereof.

8.2 Any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts, omissions, matters or things particular to the Consultant shall for the avoidance of doubt be deemed to be within commercially reasonable rates.

8.3 The Consultant shall immediately inform the Contractor if such insurance ceases to be available at commercially reasonable rates and terms in order that the Consultant and the Contractor can discuss means of protecting the respective positions of the Contractor and the Consultant in respect of the Project in the absence of such insurance.

8.4 The Consultant shall fully co-operate with any measures reasonably required by the Contractor, including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the Contractor undertakes in writing to reimburse the Consultant in respect of the net cost of such insurance to the Consultant above commercially reasonable rates or, if the Contractor effects such insurance at rates at or above commercially reasonable rates, reimbursing the Contractor in respect of what the net cost of such insurance to the Contractor would have been at commercially reasonable rates.

8.5 The Consultant shall on each successive anniversary of the date of this Agreement produce for inspection by the Contractor documentary evidence by Broker's Certificate that its professional indemnity insurance is being maintained.

## **9 Copyright and Confidentiality**

### **9.1 Licence to the Contractor**

The Consultant shall make available to the Contractor free of charge (and hereby irrevocably licences the Contractor to use) all Project Data relating to the Project that might reasonably be required by the Contractor and the Consultant shall obtain all necessary licences, permissions and consents to

ensure that it can make the Project Data available to the Contractor on these terms, for the purposes of:

- (a) the Authority and/or Project Co carrying out their obligations under the Project Documents, its duties under the Project Agreement and/or any statutory duties which the Authority may have; and
- (b) following termination of this Agreement, the design or construction of the Works, the operation, maintenance or improvement of the Facilities and/or the carrying out of operations the same as, or similar to, the Project;
- (c) Project Co carrying out its duties under the Project Agreement and/or the Building Contract;
- (d) the Project Co carrying out energy consumption and performance monitoring,
- (e) the Contractor carrying out its duties under the Building Contract and/or this Agreement

(together, the **Approved Purposes**), and in this Clause **use** shall include the acts of copying, modifying, adapting and translating the material in question and/or incorporating them with other materials and the term **the right to use** shall be construed accordingly provided always that the Contractor shall not be liable for any use, misuse or variations of use whatsoever of the Project Data and/or any other information for any purpose contrary to that for which the same were originally prepared by the Consultant in relation to the present Project.

## 9.2 Intellectual Property Rights

- (a) The Consultant:
  - (i) hereby grants to the Contractor, free of charge, an irrevocable, non-exclusive and transferable licence (carrying the right to grant sub-licences) to use, modify or adapt the Intellectual Property Rights which are or become vested in the Consultant; and
  - (ii) shall where any Intellectual Property Rights are or become vested in a third party procure the grant of a like licence to that referred to in clause 9.2(a)(i) above to the Contractor,

in both cases for all purposes related to the Project. The licence granted under this clause 9.2 shall take effect immediately upon the coming into existence of such Intellectual Property. The licence is transferable to Project Co and the Contractor has the right to grant sub-licences.

- (b) The Consultant shall ensure that any Intellectual Property Rights created, brought into existence or acquired during the term of this Agreement vest, and remain vested throughout the term of this Agreement, in the Consultant and the Consultant shall enter into appropriate agreements with any third party that may create or bring into existence, or from which it may acquire, any Intellectual Property Rights.
- (c) Notwithstanding clauses 9.2(a) and (b) if those clauses do not give to the Contractor sufficient rights to enable the Contractor to comply with its obligations under the Building Contract in relation to [Intellectual Property] the Consultant hereby grants and (in the case of rights not yet in existence agrees to grant) to the Contractor such rights as are necessary to enable the

Contractor to comply with its obligations under the Building Contract in respect of Intellectual Property.

### 9.3 Maintenance of Data

- (a) To the extent that any of the data, materials and documents this clause are generated by or maintained on a computer or similar system, the Consultant shall:
  - (i) use reasonable endeavours to procure for the benefit of the Contractor, at no charge or at the lowest reasonable fee, the grant of a licence or sub-licence for any relevant software to enable the Contractor or their nominees to access and otherwise use such data for the Approved Purposes. As an alternative, the Consultant may provide such data, materials or documents in a format which may be read by software generally available in the market at the relevant time or in hard copy format; and
  - (ii) enter into the NCC's then current multi-licence escrow deposit agreement or standard single licence escrow deposit agreement as appropriate in each case.
- (b) The Consultant shall ensure the back-up and storage in safe custody of the data, materials and documents referred to in clause 9.3(a) in accordance with Good Industry Practice. Without prejudice to this obligation, the Consultant shall submit to the Contractor for approval its proposals for the back-up and storage in safe custody of such data, materials and documents and the Contractor shall be entitled to object if the same is not in accordance with Good Industry Practice. The Consultant shall comply with all procedures to which the Contractor has given its approval. The Consultant may vary its procedures for such back-up and storage subject to submitting its proposals for change to the Contractor, who shall be entitled to object on the basis set out above.

### 9.4 Data Protection

- (a) For the purpose of the following clauses, the term **personal data** shall have the meaning given to it in the Data Protection Act 1998.
- (b) The Consultant undertakes to the Contractor that it shall comply with the obligations of a "data controller" under the provisions of the Seventh Data Protection Principle as set out in Schedule 1 of the Data Protection Act 1998 in respect of any personal data processed on behalf of Contractor in respect of the design, construction and commissioning of the Works or the performance of any other obligations under this Agreement. In particular, the Consultant:
  - (i) warrants that it has, or will have at all material times, (and it shall use reasonable endeavours to procure that the Consultant has or will have at all material times) the appropriate technical and organisational measures in place against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by it and that it has taken, or will take at all material times, reasonable steps to ensure the reliability of any of its staff which will have access to such personal data processed as part of the Project;
  - (ii) insofar as the same relates to this Agreement undertakes that it will act only on the instructions of the Contractor in relation to the processing of any such personal data;

- (iii) insofar as the same relates to this Agreement undertakes that it will only obtain, hold, process, use, store and disclose personal data as is necessary to perform its obligations under this Agreement that such data will be held, processed, used, stored and disclosed only in accordance with the Data Protection Act 1998 and any other applicable law; and
- (iv) undertakes to allow Project Co and the Authority and the Contractor access to any relevant premises on reasonable notice to inspect its procedures described at Clause 9.4(b)(i) above;
- (v) further undertakes that in relation to the Works that it will only obtain, hold, process, use, store and disclose such personal data as the data controller as is necessary to perform its obligations under this Agreement and that such data will be held, processed, used, stored and disclosed only in accordance with the Data Protection Act 1998 and any other applicable Law.

## **10 Assignment and Sub-Letting**

The Consultant shall not assign or transfer this Agreement or any right or obligation under this Agreement to any person without the prior written consent of the Contractor and, in particular, but without limitation, the Consultant shall not, without the prior written consent of the Contractor sub-contract to any person the performance of any of the Services.

## **11 Time for Performance**

- 11.1 All work carried out by the Consultant in connection with the Project prior to the date of this Agreement as well as all future work shall be deemed to have been carried out subject to the terms of this Agreement.
- 11.2 If the Consultant is prevented or delayed in the performance of the whole or any part of the Services for any reason (whether arising out of delay on the part of Project Co or any Sub-Contractor or by any of the Other Consultants and whether amounting to force majeure or otherwise), then the Consultant shall give written notice thereof forthwith to the Contractor advising the specific reason for the delay or prevention together with his best estimate of its effect on the Project Programme and shall use his reasonable endeavours as soon as practicable to resume and expedite the performance of the Services so as to complete the same as quickly as reasonably possible.

## **12 Termination or Suspension of Consultant's Engagement by the Contractor**

- 12.1 The Contractor may at any time by notice in writing to the Consultant terminate the Consultant's engagement under this Agreement. Alternatively the Contractor may by such notice bring to an end any part or parts of the Services to be performed by the Consultant.
- 12.2 If the Consultant makes a composition or arrangement with his creditors, or becomes bankrupt, or being a company, makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with the Companies Act 1985 or the Insolvency Act 1986 as the case may be or any amendment or re-enactment thereof, or has a provisional liquidator appointed, or has a winding-up order made or passes a resolution for voluntary winding-up (except for the purposes of amalgamation or reconstruction) or, under the Insolvency Act 1986 or any amendment or re-enactment thereof has an administrator or an administrative receiver appointed then:



- (a) the Consultant shall immediately inform the Contractor in writing if he has made a composition or arrangement with his creditors, or, being a company, has made a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with the Companies Act 1985 or the Insolvency Act 1986 as the case may be or any amendment or re-enactment thereof;
- (b) where a provisional liquidator or trustee in bankruptcy is appointed or a winding up order is made or the Consultant passes a resolution for voluntary winding-up (except for the purposes of amalgamation or reconstruction) the employment of the Consultant under this Contract shall be determined upon the giving of notice to that effect by the Contractor to the Consultant but the said employment may be reinstated if the Contractor and the Consultant shall so agree;
- (c) where clause 12.2(b) does not apply the Contractor may at any time by notice to the Consultant determine the employment of the Consultant under this Contract and such determination shall take effect on the date of receipt of such notice.

12.3 The Contractor may at any time after commencement of the Services by notice in writing to the Consultant forthwith require the Consultant to suspend performance of the whole of the Services under this Agreement. If the Contractor shall not have required the Consultant to resume performance of the Services within a period of twelve (12) months from the date of such notice, then either party may thereafter by notice in writing forthwith terminate the Consultant's engagement under this Agreement.

12.4 In any case in which the Contractor has required the Consultant to suspend the Services under clause 12.3, the Contractor may, at any time within a period of twelve (12) months from the date of such notice, require the Consultant in writing to resume the performance of the Services. In such event, the Consultant shall as soon as reasonably practicable, but in any event a period not exceeding 28 days, resume the performance of the Services in accordance with this Agreement and any payment made under clause 14.2 shall rank as payment on account towards the payments to be made to the Consultant under this Agreement. Should this action be deemed in part or whole to be as a result of a variation to this Agreement, the fee will be adjusted in accordance with clause 7.3.

12.5 In addition to the rights of termination and suspension in clauses 12.1 to 12.4 the Contractor may terminate the Consultant's engagement under this Agreement or suspend the performance of the Services under this agreement with immediate effect by notice in writing to the Consultant at any time following the determination of the Contractor's employment pursuant to the Building Contract or the suspension of the Works pursuant to the Building Contract (as the case may be).

### **13 Termination of Consultant's Engagement by Consultant**

In the event of persistent and material breaches by the Contractor of its obligations under this Agreement which the Contractor shall fail to remedy after receiving a twenty eight (28) day notice in writing from the Consultant specifying the breach and requiring its remedy, then the Consultant shall be entitled forthwith by notice in writing to the Contractor, to terminate his engagement under this Agreement.

### **14 Consequences of Termination or Suspension of Consultant's Engagement**

14.1 Upon any termination of the Consultant's engagement under clause 12 or 13 or upon suspension of the Services under clause 12.3, the Consultant shall take immediate steps to bring to an end the

Services in an orderly manner but with reasonable speed and economy and shall cause to be delivered to the Contractor all bills of quantities, valuations, details, specifications, schedules, reports, calculations and other work (whether in the course of preparation or completed) referred to in clause 9.1 together with all the Consultant's own calculations, notes, research results and data in any format whatsoever (electronic or otherwise) provided that the Consultant shall be entitled to retain copies of the same.

- 14.2 If the Consultant's engagement is terminated or the Services are suspended, the Contractor shall (subject to any withholdings, deductions or set-offs which the Contractor is entitled to make and to clauses 14.3, 14.4 and 14.5) pay to the Consultant that part of the Fee which shall have accrued due prior to the date of such termination or suspension (less the amount of any payments in respect of the Fee previously made by the Contractor to the Consultant under this Agreement) and, subject to clause 14.3, the direct costs wholly and necessarily incurred by the Consultant and resulting from such termination provided always that the same have arisen otherwise than through any act omission default or negligence on the part of the Consultant and that the Consultant shall have first submitted his account for payment hereunder to the Contractor within 7 days of receipt by him of any notice of termination or suspension.
- 14.3 Upon any termination or suspension of the Consultant's engagement howsoever arising, the Contractor shall not be liable to the Consultant for any loss of profit, loss of contracts or other costs, losses and/or expenses arising out of or in connection with such termination or suspension.
- 14.4 Termination of the Consultant's engagement howsoever arising shall, subject to clause 14.3, be without prejudice to the rights and remedies of either party in relation to any negligence, omission or default of the other prior to such termination.
- 14.5 The provisions of this Agreement shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.

## **15 Alterations to Terms and Effective Date of Appointment**

- 15.1 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the duly authorised representatives both of the Contractor and of the Consultant.
- 15.2 This Agreement supersedes any previous agreement or arrangements between the parties in respect of the Services (whether oral or written) and represents the entire understanding between the parties in relation thereto.
- 15.3 Notwithstanding the date of this Agreement, it shall have effect as if it had been executed upon the actual commencement of the Services by the Consultant.

## **16 Disputes**

- 16.1 If any dispute or difference arises in respect of this Agreement, the Consultant and the Contractor shall attempt in good faith to resolve such dispute or difference promptly through negotiations between their respective senior executives having authority to settle the same.
- 16.2 The Contractor or Consultant may at any time refer a dispute or difference to adjudication under the Housing Grants, Construction and Regeneration Act 1996 and any such adjudication will be carried out pursuant to the same rules (*mutatis mutandis*) as govern adjudications between the Contractor and Project Co under the Building Contract and where any dispute under this Agreement relates to similar facts or issues as any dispute between the Building Contractor and Project Co the Consultant

and the Contractor shall use reasonable endeavours to ensure that the same adjudicator hears both adjudications and within as similar a timescale as is reasonably possible (but without prejudice to the right of either party to refer a dispute to adjudication at any time).

- 16.3 Any such adjudication may, if the Contractor requires, be consolidated with any other dispute or difference involving any of the Other Consultants and/or Sub Contractors where the subject matter of the dispute or differences is substantially the same. If all the parties involved in such consolidated adjudications and disputes agree, the period within which the adjudicator may reach a decision in relation to all or any of these adjudications and disputes may be extended.
- 16.4 Subject to the above the parties hereto agree that all differences or disputes of whatever nature arising under this Agreement shall be referred to [the Technology and Construction Court].
- 16.5 Unless the Contractor determines or suspends the operation of this Agreement the Consultant shall be obliged to continue to perform and complete the Services during the course of any legal proceedings.
- 16.6 No claim shall be brought against the Consultant after the expiry of 12 years from the date of [Practical Completion] of the Project.

## **17 Third Party Rights**

No term of this Agreement may be enforced by virtue of Section 1 of the Contracts (Rights of Third Parties) Act 1999 save for those third party rights which are specifically preserved and protected herein.

## **18 Entire Agreement**

Unless otherwise stated in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. No party has relied on any representation except as expressly set out in this Agreement.

## **19 Severability**

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

## **20 Counterparts**

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

## **21 Governing Law and Jurisdiction**

Whatever the nationality residence or domicile of Project Co, the Contractor, the Consultant or any Sub-Contractor or supplier and wherever the Project is situated the law of England and Wales shall be the law applicable to this Agreement.

## **22 Notices**

- 22.1 Any notice to be given under this Agreement shall be in writing and shall be delivered personally or sent by first class post to the address of the party set out below.

Contractor: Mansell Construction Services Limited  
Mansell Construction Services Ltd  
FAO: Paul Welsh  
Address: Roman House, Sutton Quays Business Park,  
Off Clifton Road, Sutton Weaver, Cheshire  
WA7 3EH.  
Consultant: Seymour Harris Ltd  
FAO: Tony Clarke  
Address: Central Square Forth Street Newcastle Upon  
Tyne NE1 3PL

- 22.2 Any such notice shall be deemed to be served, if delivered personally, at the time of delivery or, if sent by post 48 hours after posting or, if sent by facsimile transmissions, 24 hours after proper transmission evidenced by a confirmatory transmission sheet not indicating any transmission error and provided always that a copy of the notice is posted by first class reordered delivery post to the receiving party on the day of transmission.

## **23 Costs**

Each party shall bear its own costs and risks in preparation and negotiating this Agreement. (For the avoidance of doubt the Contractor shall not be responsible to the Consultant for any costs or abortive costs incurred in respect of the tendering, negotiation preparation and completion of this Agreement, whether or not this Agreement shall determine for any reason except as otherwise expressly provided in this Agreement.)

## **24 Mitigation**

Notwithstanding any other provision of this Agreement the parties shall at all times take reasonable steps to minimise and mitigate any losses costs and expenses for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.

## **25 Provision of Information and Assistance**

- 25.1 The Consultant shall provide to the Contractor as soon as practicable after a demand therefor all information and assistance which the Contractor may reasonably require from time to time in order to satisfy the requirements of any public or regulatory body or authority to whose jurisdiction the

Contractor may be subject in order to satisfy the requirements of the Contractor, Project Co and the Authority.

25.2 The Consultant shall provide the Contractor with all information and assistance which they may reasonably require from time to time for any proper purpose in connection with this Agreement.

## 26 Waiver

26.1 The failure of either party to insist upon strict performance of any provision of this Agreement or the failure of either party to exercise any right or remedies to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

26.2 A waiver of any rights or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from a subsequent breach.

26.3 No waiver of any of the provisions of this Agreement shall be affected unless it is expressly stated to be a waiver and communicated to the other party in writing.

## 27 Corrupt Gifts and Payments

### 27.1 Prohibition on Corruption

(a) The term **Prohibited Act** means:

- (i) offering, giving or agreeing to give to the Authority or any other public body or to any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward:
  - (A) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Authority or any other public body; or
  - (B) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Authority or any other public body;
- (ii) entering into the Project Agreement or any other agreement with the Authority or any other public body in connection with which commission has been paid or has been agreed to be paid by either of the parties or on either of their behalves, or to either of their knowledge, unless before the relevant agreement is entered into particulars of any such commission and/or the terms and conditions of any such agreement for the payment of such commission have been disclosed in writing to the Authority;
- (iii) committing any offence:
  - (A) under the Prevention of Corruption Acts 1889-1916;
  - (B) under any Law creating offences in respect of fraudulent acts; or
  - (C) at common law, in respect of fraudulent acts in relation to this Agreement or any other agreement with the Authority or any other public body; or

- (iv) defrauding or attempting to defraud or conspiring to defraud the Authority or any other public body.

## 27.2 Warranty

The Consultant warrants that in entering into this Agreement or any agreement in connection with it or with the Services it has not committed any Prohibited Act.

## 27.3 Remedies

(a) If the Consultant (or anyone employed by or acting on behalf of it) commits any Prohibited Act, then the Contractor shall be entitled to act in accordance with clauses 27.3(a)(i) to 27.3(a)(iv) below:

- (i) if a Prohibited Act is committed by the Consultant or by an employee not acting independently of the Consultant, then Contractor may terminate this Agreement with immediate effect by giving written notice to the Consultant;
- (ii) if the Prohibited Act is committed by an employee of the Consultant acting independently of the Consultant, then the Contractor may give written notice to the Consultant of termination and the Agreement will terminate, unless within fifteen (15) Business Days of receipt of such notice the Consultant terminates the employee's employment and (if necessary) procures the carrying out of the relevant part of the Services by another person;
- (iii) if the Prohibited Act is committed by any other person not specified in clauses 27.3(a)(i) and 27.3(a)(ii) above, then the Contractor may give notice to the Consultant of termination and this Agreement will terminate unless within fifteen (15) Business Days the Consultant procures the termination of such person's employment and of the appointment of their employer (where Project Co is not the Contractor and such person is not employed by the Consultant and (if necessary) procures the carrying out of the relevant part of the Services by another person; and
- (iv) any notice of termination under this clause shall specify:
  - (A) the nature of the Prohibited Act;
  - (B) the identity of the party who the Contractor believes has committed the Prohibited Act; and
  - (C) the date on which this Agreement will terminate in accordance with the applicable provisions of this clause,

provided that such particulars shall be deemed conclusively to have been provided if the Contractor serves with its notice a copy of any notice which the Contractor has received from the Authority and/or Project Co in respect of the same Prohibited Act, pursuant to Clause [ ] of the Project Agreement.

(b) Without prejudice to its other rights or remedies under this clause, the Contractor shall be entitled to recover from the Consultant:

- (i) the amount or value of any such gift, consideration or commission; and
- (ii) any other loss sustained in consequence of any breach of this clause.

#### **27.4 Notification**

The Consultant shall notify the Contractor of the occurrence (and details) of any Prohibited Act promptly on the Consultant becoming aware of its occurrence.]

#### **28 Publicity**

28.1 The Consultant shall not by itself, its employees or agents and shall procure that its Sub-Consultants shall not communicate with representatives of the press, television, radio or other communications media on any matter concerning the Project without the prior written approval of the Contractor.

28.2 No facilities to photograph or film in or upon any property used in relation to the Project shall be given or permitted by the Consultant unless the Contractor has given its prior written approval.

#### **29 Continuing Obligations**

Save as otherwise expressly provided in this Agreement:

- (a) termination of this Agreement shall be without prejudice to any accrued rights and obligations under this Agreement as at the date on which it is terminated; and
- (b) termination of this Agreement shall not affect the continuing rights of the Contractor and the Consultant under clauses 9 (*Copyright and Confidentiality*), 16 (*Dispute Resolution*) or under any other provision of the Building Contract and/or Project Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination and such rights shall continue in full force and effect notwithstanding termination of the Building Contract and/or Project Agreement and/or this Agreement.

#### **30 Asbestos and Toxic Mould Exclusions**

The Consultant shall not be liable for any claims whatsoever or howsoever arising, either directly or indirectly out of, or resulting from or in consequence of, or in any way involving:-

- (a) asbestos or any materials containing asbestos in whatever form, shape or quantity; or
- (b) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mica toxins of any kind; or
- (c) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mica toxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores; or
- (d) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mica toxins of any kind, such action

to be investigating, testing for, detection of, monitoring of, treating, re-mediating or removing such fungi, moulds, spores or mica toxins.



## SCHEDULE 1

### Appointment Information

<b>Building Contractor's Representative:</b>	Paul Welsh
<b>Project Co:</b>	Balfour Beatty Fire and Rescue (NW) Limited
<b>Principle Contractor (Merseyside &amp; Lancashire):</b>	Mansell Construction Services
<b>Principle Contractor (Cumbria):</b>	Border Construction Limited
<b>Project:</b>	the design and construction of 16 Fire & Rescue Stations across Merseyside, Lancashire and Cumbria forming part of the NW Fire & Rescue PFI Project
<b>Site:</b>	the land available to the Building Contractor for the purpose of carrying out the Works
<b>Architect for:</b>	1. Blackburn, 2. Burnley, 3. Chorley, 4. Fleetwood, 5. Belle Vale, 6. Formby, 7. Kirkdale, 8. Newton le Willows; Seymour Harris Ltd;
<b>Architect for:</b>	1. Carlisle East, 2. Carlisle West, 3. Patterdale, 4. Penrith, 5. Workington, 6. Birkenhead, 7. Bootle & Netherton, 8. Southport Blue Sky Design Services Ltd;
<b>Mechanical &amp; Electrical:</b>	Arup Limited
<b>Structural &amp; Civil Engineering:</b>	Arup Limited
<b>Sustainability:</b>	Ferguson Brown
<b>Landscape Architects:</b>	Groundwork
<b>Building Control:</b>	HCD Building Control
<b>CDM Coordinator:</b>	HCD Group
<b>Authority Key Personnel:</b>	
Project Manager:	Colin Schofield
Lead Officer (Merseyside)	Andy Groom
Lead Officer (Lancashire)	John Phethean

Lead Officer (Cumbria): Bob Nixon  
Technical Advisor: Iain Gammack

## SCHEDULE 2

### Scope of Services

#### Generally

The Consultant is to provide Architectural services as detailed below for the Project.

Generally these services are to achieve the objectives as set down within the Project Agreement including functional requirements, environmental standards, life span and levels of quality.

The Consultant is required to act as lead consultant and to co-ordinate input from all other consultants including sub-contractors where applicable.

The Consultant shall at all times comply with all relevant laws, regulations and Codes of Practice imposed by European and UK legislation. The Consultant shall strive to achieve 'best practice' principles in Safety, Health and Environmental design. In this regard the Consultant shall comply with the Building Contractor's Zero Harm Initiative.

The Consultant shall at all times comply with the Balfour Beatty Group Code of Conduct

The services to be provided by the Consultant shall comprise all or any of the following as may be necessary in the particular case.

#### 1. RIBA Stage A (Inception) and RIBA Stage B (Feasibility)

- 1.1 Obtain the Building Contractor's budget and timetable.
- 1.2 Obtain the Employer's Requirements and advise the Building Contractor of any further information which, in the opinion of the Consultant, the Building Contractor should obtain in respect of any matter which might affect the Building Contractor's Proposals.
- 1.3 Advise the Building Contractor of any aspect of the Employer's Requirements which in the Consultant's opinion should be questioned by the Building Contractor.
- 1.4 Obtain information about the site or Project from the Building Contractor.
- 1.5 Visit the site and carry out an initial appraisal.
- 1.6 Advise the Building Contractor on the preparation of the Building Contractor's Proposals.
- 1.7 Advise the Building Contractor on the need for and the scope of other consultants' and/or subcontractors' services and the conditions of their appointment.
- 1.8 Advise on and assist the Building Contractor in the selection and appointment of other consultants and/or subcontractors.
- 1.9 Investigate and advise on the general feasibility of the Project and submit a report thereon.
- 1.10 Inspect any existing works and report thereon.
- 1.11 Review technical aspects of alternative design solutions.

- 1.12 Advise the Building Contractor on the necessity for any investigations and if necessary obtain such information as is reasonably available and report to the Building Contractor on any effect this may have on the Project, both during construction of the Project and on completion.
- 1.13 Investigate and report on the available range of options affecting the built form and construction standards.
- 1.14 Prepare proposals and make application to discharge the reserved matters within the outline planning permission.
- 1.15 Review with the Building Contractor alternative design and construction approaches and cost implications.
- 1.16 Advise on the need to obtain planning permission, approvals under the Building Acts and/or Regulations and other statutory requirements, and the responsibility for obtaining these.
- 1.17 Assist the Building Contractor with the development of the Contractor's Proposals.
- 1.18 Advise on environmental impact and prepare reports.
- 1.19 Advise and report on any requirements to achieve specific targets or ratings that may be stated in the Authority's Requirements with respect to environmental, energy efficiency and sustainability accreditation schemes such as BREEAM, etc.
- 1.20 Produce and investigate data and information relating to the Building Contractor's Proposals and to the Project as may be reasonably required.
- 1.21 Develop the design for the Contractor's Proposals and the Project and prepare calculations, drawings, specifications, details etc to enable bills of quantities to be prepared for tender purposes and/or to enable the Building Contractor to seek firm quotations from specialist subcontractors and/or suppliers.
- 1.22 Appraise tenders from specialist sub-contractors and/or suppliers, with other consultants where appointed, and report to the Building Contractor.
- 1.23 Provide the Building Contractor with relevant information in accordance with the agreed programme for the submission of the Contractor's Proposals.
- 1.24 Provide drawings, notes, sketches, calculations and other information as may be required for submission to and approval of planning authorities and other statutory or local authorities or other bodies or authorities whose permission is required for developing the site and provide all reasonable assistance in securing such approval or permission.
- 1.25 Carry out, as may be necessary, investigations with regard to any existing structures, boundary features, services, easements, encroachments, rights of way, riparian rights, rights of support and any other relevant matter which may affect the Project and take due consideration of the same in the completion of the Services.
- 1.26 Prepare as necessary any schedules of dilapidation to ascertain whether there are defects in the walls, roofs, floors or other parts of existing buildings on or abutting the Site which may materially affect their safety, life and value.
- 1.27 Investigate and advise on problems in existing buildings.
- 1.28 Attend meetings as required in connection with the Services.
- 1.29 Seek the Building Contractor's consent to proceed to RIBA Stage C.

## **2. RIBA Stage C (Contractor's Proposals)**

- 2.1 Analyse the Employer's Requirements and advise on the scope of the Contractor's Proposals.
- 2.2 Assist the Building Contractor in the preparation of the Contractor's Proposals.
- 2.3 Provide information to and discuss the Contractor's Proposals with other consultants as necessary.
- 2.4 Obtain and incorporate the input of other consultants into the Contractor's Proposals as necessary.
- 2.5 Provide information for the preparation of an approximation of construction cost and control the subsequent design to meet the agreed cost targets.
- 2.6 Consult with planning authorities, building control authorities, fire authorities, environmental authorities, licensing authorities, statutory undertakers and others as appropriate to determine the extent of requirements.
- 2.7 Provide the Building Contractor with drawings, notes, sketches, details etc, including technical information to enable bills of quantities to be taken off for tender purposes and/or to enable the Building Contractor to seek firm quotations from specialist sub-Building Contractors and/or suppliers.
- 2.8 Provide the Building Contractor with drawings for incorporation in the Contractor's Proposals to demonstrate compliance with the Project Agreement..
- 2.9 Provide the Building Contractor with notes to enable the Building Contractor to prepare written submissions to amplify the drawings and describe the scope and nature of the proposed Project.
- 2.10 Prepare requisite documentation to enable the Building Contractor to make application for any sanctions, licenses, permits or other consents, approvals or authorisations necessary to enable the Project to proceed.
- 2.11 Provide the Building Contractor with programming information for the post contract design work to assist the Building Contractor in determining a realistic programme for the proposed Project.
- 2.12 Prepare special presentation drawings, brochures, models or technical information for the use of the Building Contractor or others.
- 2.13 Attend meetings as required in connection with the Services.
- 2.14 Advise the Building Contractor of any conflict between the Project Agreement and the Contractors Proposals.

## **3. RIBA Stage H (Tender Action)**

- 3.1 Appraise tenders from specialist sub-contractors and/or suppliers, with other consultants where appointed, and report to the Building Contractor.

- 3.2 Provide relevant information for and assist in the preparation and submission of the Contractor's Proposals and for the contract sum analysis/tender sum/price.
- 3.3 Advise the Building Contractor on the final form and content of the Contractor's Proposals and the contract sum analysis/tender sum/price.
- 3.4 Assist the Building Contractor in any way that may reasonably be required in respect of negotiations with the Project Co after the submission of the tender and prior to the award of the Building Contract.
- 3.5 Provide the Building Contractor with information and documents, including any drawings, for incorporation into the Building Contract.
- 3.6 Assist the Building Contractor in compiling the Building Contract or Project Agreement documentation as required.
- 3.7 Advise the Building Contractor on the completion of the Building Contract documents and on the obligations and powers of the parties under the Building Contract.
- 3.8 Attend meetings as required in connection with the Services.
- 3.9 Seek the Building Contractor's consent to proceed to RIBA Stage D – E.

#### **4. RIBA Stage D – E (Design Development)**

- 4.1 Develop scheme design and detailed proposals from the design contained in the Contractor's Proposals.
- 4.2 Provide information to discuss proposals with and incorporate input of other consultants and/or subcontractors into scheme design and detailed proposals.
- 4.3 Provide information to other consultants and/or subcontractors for the preparation or revision of cost estimates.
- 4.4 Advise the Building Contractor if any design development is likely to affect materially the cost of the Project compared with the design contained in the Contractor's Proposals.
- 4.5 Lead the design team and co-ordinate all the elements of design including the work of other consultants, sub-contractors and suppliers and integrate such work into the overall design of the Project.
- 4.6 In the event of a proposed change to the design, advise the Building Contractor of the effects of the proposed change upon the design of the Project and upon work generally.
- 4.7 Consult with planning authorities.
- 4.8 Consult with building control authorities.
- 4.9 Consult with fire authorities.
- 4.10 Consult with environmental authorities.
- 4.11 Consult with licensing authorities.
- 4.12 Consult with statutory undertakers.
- 4.13 Prepare an application for full planning permission.
- 4.14 Consult with tenants or others identified by the Building Contractor.
- 4.15 Submit an application for full planning permission.

- 4.16 Submit multiple applications for full planning permission.
- 4.17 Advise the Building Contractor on revisions to scheme design to deal with requirements of planning authorities.
- 4.18 Prepare revised planning application.
- 4.19 Submit revised planning application.
- 4.20 Prepare applications for approvals under Building Acts and/or Regulations and other statutory requirements
- 4.21 Apply for approvals under Building Acts and/or Regulations and other statutory requirements.
- 4.22 Prepare building notice under Building Acts and/or Regulations.
- 4.23 Give building notice under Building Acts and/or Regulations.
- 4.24 Negotiate if necessary over Building Acts and/or Regulations and other statutory requirements and revise production information.
- 4.25 Negotiate waivers or relaxations under Building Acts and/or Regulations and other statutory requirements.
- 4.26 Consult and negotiate wherever necessary to obtain Listed Building consent.
- 4.27 Consult and negotiate wherever necessary with English Heritage.
- 4.28 Lead the design team and co-ordinate all the elements of the design including the work of other consultants, sub-contractors and suppliers to ensure that any specific targets or ratings that may be stated in the Employer's Requirements with respect to environmental, energy efficiency and sustainability accreditation schemes such as BREEAM, etc are met. Provide all relevant information that may be requested and/or required by the BREEAM Assessor for the purposes of the Design Stage Assessment.
- 4.29 Prepare details relating to the Project as may be required for submission to any appropriate authority including inter alia fire protection and party wall issues.
- 4.30 Make such visits to site as are necessary to ensure that the existing site/buildings/infrastructure are generally in accordance with the information contained within the Employer's Requirements.
- 4.31 Prepare any further designs, specifications, drawings and schedules necessary to enable the Building Contractor to discharge its obligations under the Building Contract..
- 4.32 Advise the Building Contractor on the need for any special inspections or tests.
- 4.33 Carry out work in connection with any application by the Building Contractor for any order, sanction, licence, permit or other consent, approval or authorisation necessary to enable the Project to proceed.
- 4.34 Attend meetings as required in connection with the Services or progress of the Project.

## **5. RIBA Stage F – G (Production Information)**

- 3.1 Prepare production drawings including all level and dimensioned information and details necessary for setting out the Project.

- 3.2 Prepare schedules and specifications of materials and workmanship which may reasonably be required by the Building Contractor to construct the Project.
- 3.3 Provide information with other consultants and/or subcontractors where appointed, for the preparation of bills of quantities and/or schedules of work and/or schedules of rates.
- 3.4 Provide information to discuss proposals with and incorporate input of other consultants and/or subcontractors into production information.
- 3.5 Provide the Building Contractor with general arrangement drawings, interface details, specifications and other technical information reasonably necessary to seek quotations from sub-Building Contractors and suppliers.
- 3.6 Assist the Building Contractor in the evaluation of quotations received from sub-Building Contractors and suppliers.
- 3.7 Examine sub-contractors and suppliers drawings and details, with particular reference to tolerance and dimensional co-ordination, finish, durability, appearance and performance criteria and report to the Building Contractor thereon.
- 3.8 Co-ordinate production information and act as the Lead Consultant at all times. (This service may not apply where the Consultant is not undertaking the role of Lead Consultant. Should this service not be applicable please strike through.)
- 3.9 Provide information to other consultants and/or sub-contract for any necessary revisions of their proposals.
- 3.10 Provide information for revisions to cost estimates.
- 3.11 Advise the Building Contractor on a timetable for the supply of production information.
- 3.12 Prepare additional production information as necessary.
- 3.13 Prepare and submit plans for proposed building works for the approval of landlords, funders, freeholders, tenants or others as required by the Building Contractor.
- 3.14 Attend meetings as required in connection with the Services or progress of the Project.

## **6. RIBA Stage K – L (Operations on Site)**

- 6.1 Attend meetings as required in connection with the Services or progress of the Project.
- 6.2 Advise the Building Contractor concerning drawings and samples to be submitted to the Employer.
- 6.3 As required by the Building Contractor, visit the sites of extraction and fabrication and assembly of materials and components to inspect materials and workmanship before delivery to site and report to the Building Contractor.
- 6.4 As required by the Building Contractor, visit the Works to inspect progress and quality and report to the Building Contractor thereon.
- 6.5 Make such visits to site as the Consultant shall consider necessary to satisfy himself that the Project is being executed in accordance with the conditions of the Employer's Requirements and otherwise in accordance with good working practice.



- 6.6 Assist the Building Contractor with the preparation of such 'as built' drawings as may be specified in the Main Contract.
- 6.7 Assist the Building Contractor in the compilation of maintenance and operational manuals as may be specified in the Main Contract.
- 6.8 Provide all necessary information, as required by the BREEAM to undertake the Post Construction Review Assessment.
- 6.9 Deliver to the Building Contractor on the completion of the Project such records, insofar as these relate to the Services, as are reasonably necessary to enable the Employer to operate and maintain the completed Project.
- 6.10 Assist the Building Contractor in the settlement of the final account for the Main Contract by providing such information as may be reasonably necessary.

### SCHEDULE 3

#### Payment

	<b>Stage / Invoice Period</b>	<b>Monthly Total</b>	<b>Cumulative</b>
	Total Liability to 31/12/10	£671,193.44	£671,193.44
1	Jan-11	£50,000.00	£721,193.44
2	Financial Close	£92,000.00	£813,193.44
3	Feb-11	£50,000.00	£863,193.44
4	Mar-11	£24,000.00	£887,193.44
5	Apr-11	£24,000.00	£911,193.44
6	May-11	£24,000.00	£935,193.44
7	Jun-11	£24,000.00	£959,193.44
8	Jul-11	£5,000.00	£964,193.44
9	Aug-11	£5,000.00	£969,193.44
10	Sep-11	£5,000.00	£974,193.44
11	Oct-11	£5,000.00	£979,193.44
12	Nov-11	£5,000.00	£984,193.44
13	Dec-11	£5,000.00	£989,193.44
14	Jan-12	£5,000.00	£994,193.44
15	Feb-12	£5,000.00	£999,193.44
16	Mar-12	£5,000.00	£1,004,193.44
17	Apr-12	£5,000.00	£1,009,193.44
18	May-12	£5,000.00	£1,014,193.44
19	Jun-12	£5,000.00	£1,019,193.44
20	Jul-12	£5,000.00	£1,024,193.44
21	Aug-12	£5,000.00	£1,029,193.44
22	Sep-12	£5,000.00	£1,034,193.44
23	Oct-12	£2,500.00	£1,036,693.44
24	Nov-12	£2,500.00	£1,039,193.44
25	Dec-12	£2,000.00	£1,041,193.44
26	Jan-13	£2,000.00	£1,043,193.44
27	Feb-13	£2,000.00	£1,045,193.44
28	Mar-13	£2,000.00	£1,047,193.44
29	Apr-13	£2,000.00	£1,049,193.44
30	May-13	£1,934.00	£1,051,127.44
	<b>Overall Fee</b>	<b>£1,051,127.44</b>	<b>£1,051,127.44</b>

**Notes:**

1. *Payment Schedule agreed between Mansell and Arup 20<sup>th</sup> January 2011*
2. *All fees are exclusive of VAT*
3. *Invoice date to be the 28<sup>th</sup> of each month*
4. *Payment to made 30 days from date of invoice*

**SCHEDULE 4**

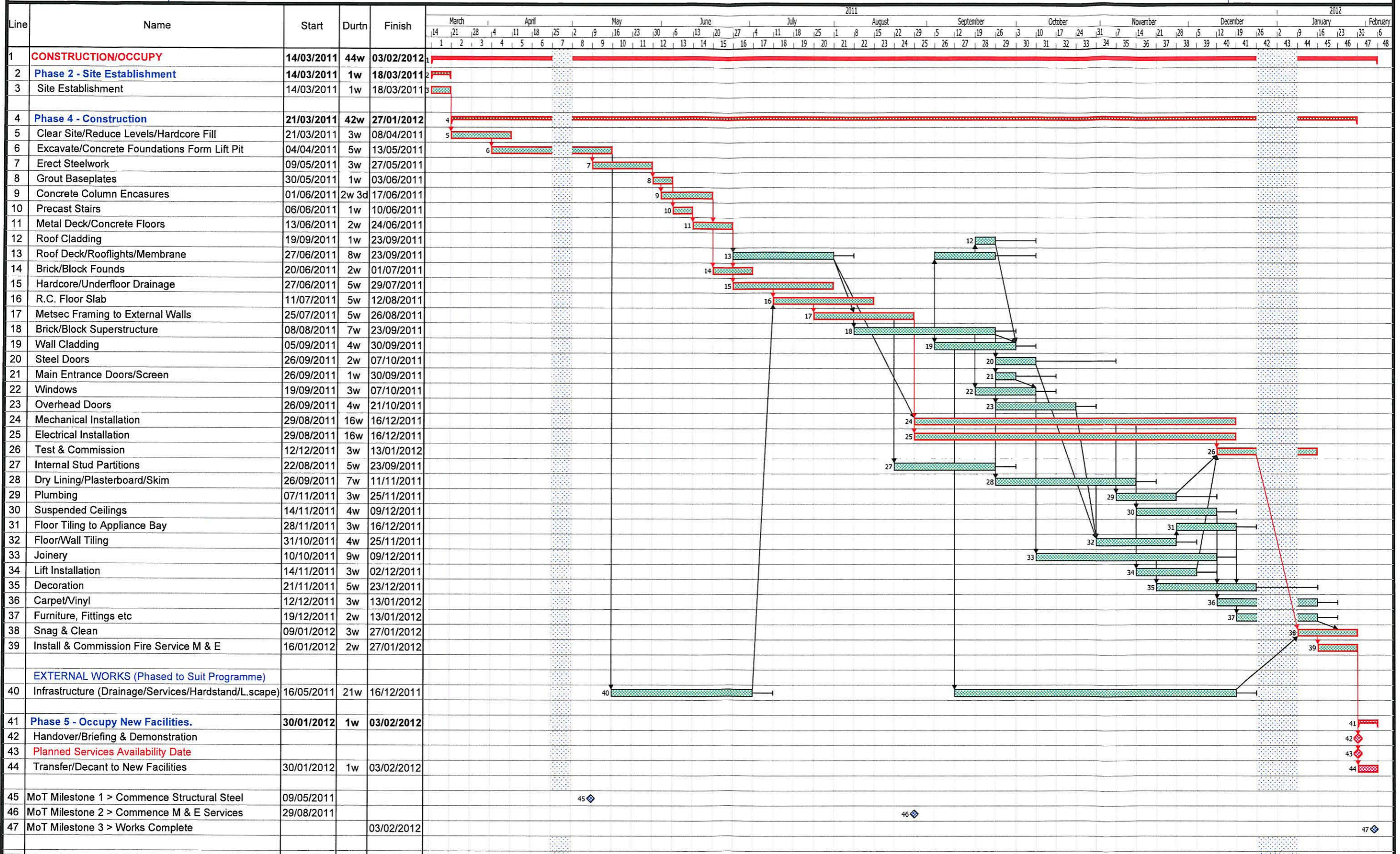
**Cost Plan**

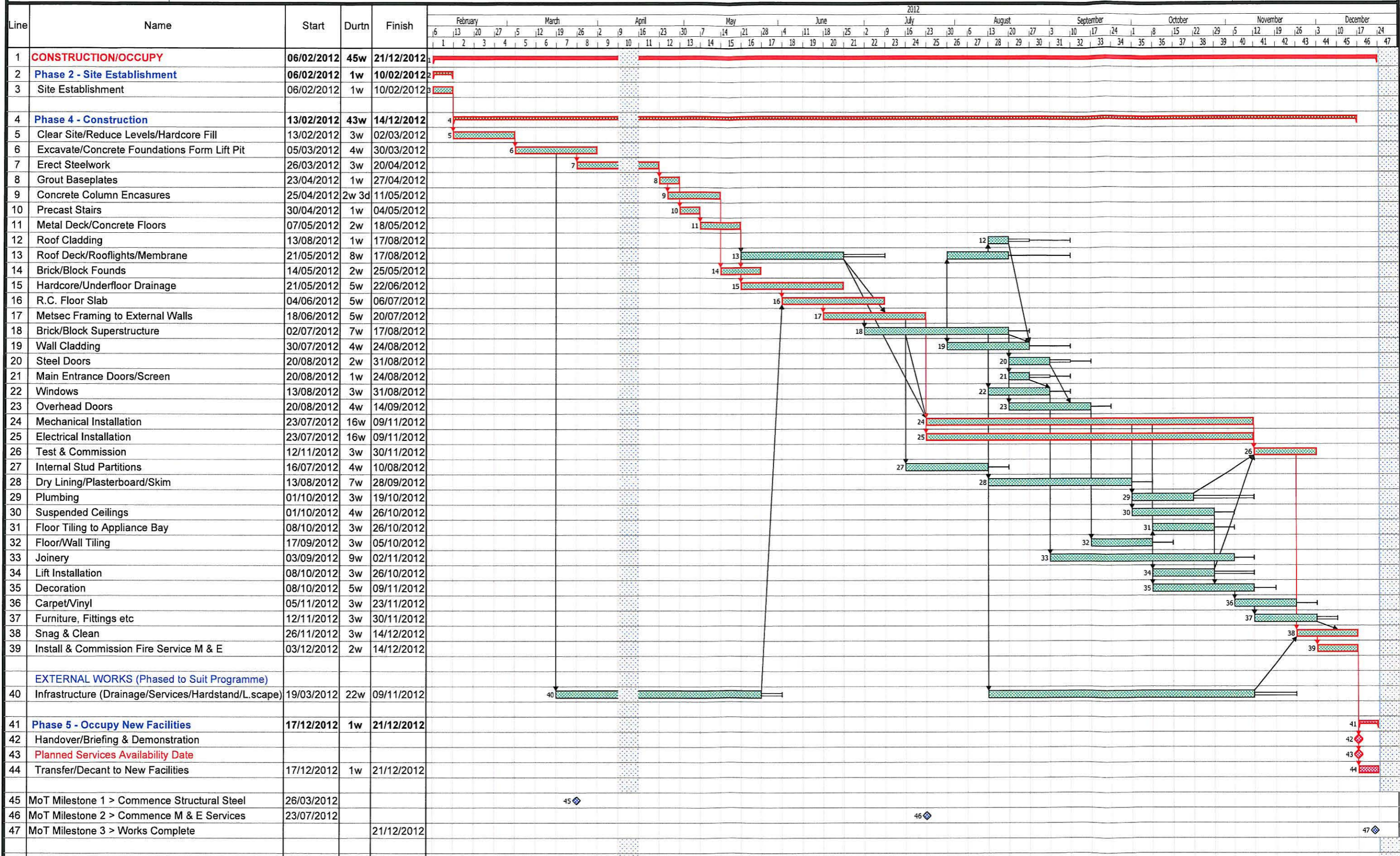
# NORTH WEST FIRE and RESCUE

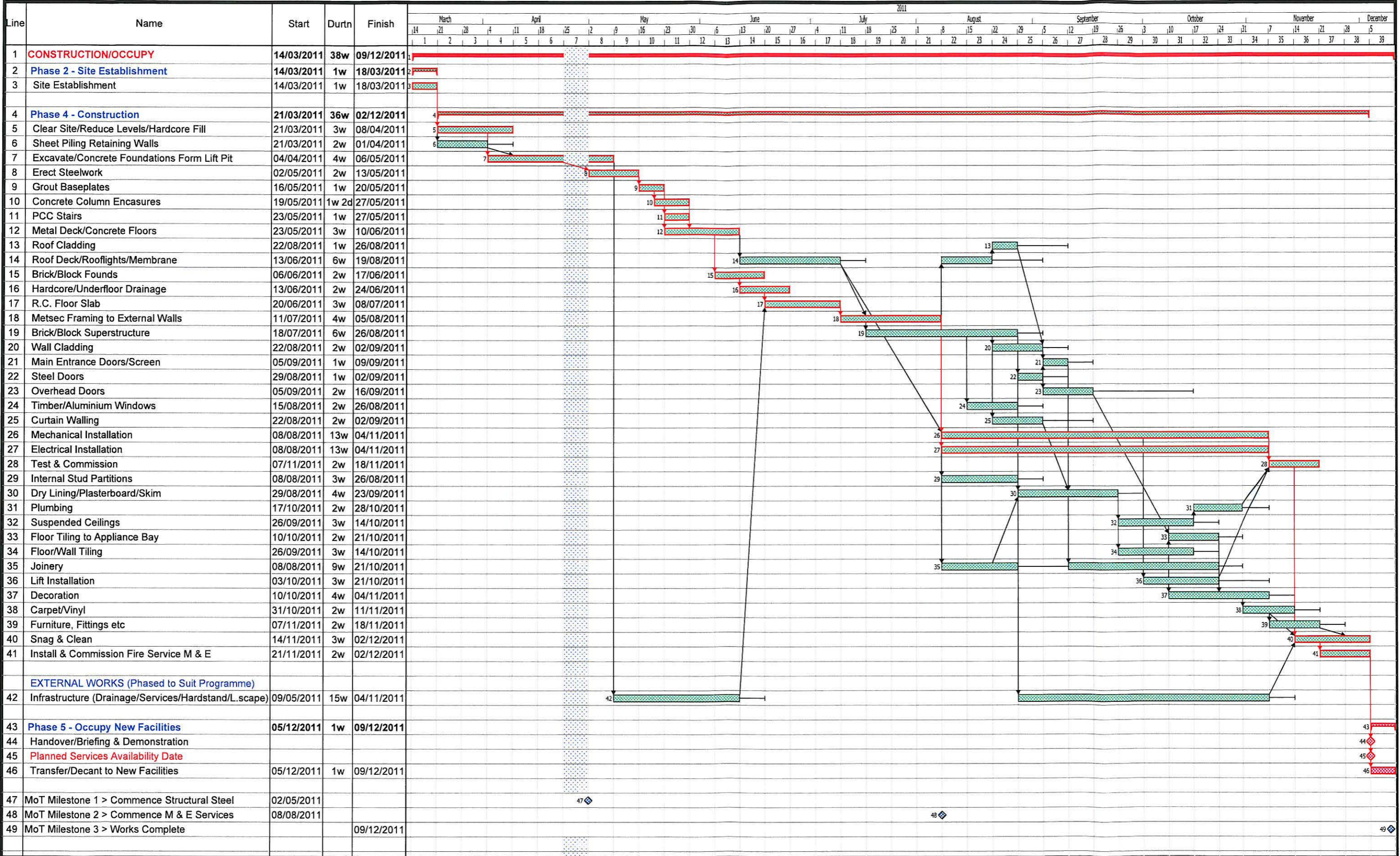
## NET CONSTRUCTION COST PLAN

Scheme	Birkenhead	Burnley	Kirkdale	Bootle	Southport	Formby	Newton Le Willows	Belle Vale	Blackburn	Chorley	Fleetwood	Carlisle East	Workington	Carlisle West	Penrith	Patterdale	Total
Designed GIFA	1,128	1,430	1,521	1,411	1,512	782	791	1,080	1,218	1,336	969	1,258	1,258	575	2,358	167	18,794
Main Building	933	1,098	991	1,281	1,122	652	661	937	1,013	1,141	839	998	998	515	2,098	107	15,384
Appliance Bay	195	332	205	130	390	130	130	143	205	195	130	260	260	60	260	60	3,085
ORC	0	-	495	-	-	-	-	-	-	-	-	-	-	-	-	-	495
Auxiliary Garage	0	110	325	-	-	-	-	-	-	-	-	-	-	-	260	-	695
Fire House	0	121	-	-	-	-	-	-	121	-	-	121	121	-	121	-	605
Tower	1	-	-	1	-	1	1	1	-	-	-	-	-	-	-	-	5
External Works Area	2,463	5,037	2,332	3,299	3,540	1,769	2,314	2,455	2,839	4,133	2,746	5,920	7,800	2,398	7,113	380	56,538
Start Date	31/10/2011	05/09/2011	01/11/2010	01/11/2010	03/10/2011	10/01/2011	01/11/2010	31/10/2011	01/11/2010	21/11/2011	01/11/2010	01/11/2010	03/01/2011	01/11/2010	03/10/2011	01/11/2010	
Overall Site Period Priced	53	59	53	49	54	53	53	53	45	43	56	44	45	38	50	28	
<b>Measured Works</b>																	
Demolition, Enabling Works	£60,943	£46,600	£53,095	£52,515	£54,419	£11,376	£36,500	£60,476	£1,935	£3,779	£30,680	-	-	-	-	£6,309	£418,626
Asbestos Removal	£47,755	£8,000	£8,692	£2,500	£9,253	£1,953	-	£7,221	-	-	£5,484	-	-	-	-	£5,000	£95,858
Substructure	£83,450	£98,475	£131,750	£90,215	£83,655	£124,364	£46,832	£67,202	£101,474	£87,009	£127,399	£93,646	£116,549	£65,707	£179,692	£27,973	£1,525,393
Frame	£128,943	£181,963	£130,324	£148,803	£186,388	£87,740	£99,848	£128,866	£135,685	£153,011	£103,824	£140,202	£140,202	£57,876	£207,080	£10,625	£2,041,380
Upper Floors	£13,892	£15,322	£15,195	£21,686	£17,855	£10,065	£9,945	£14,578	£14,651	£15,755	£10,920	£25,950	£25,950	£13,854	£91,194	£3,982	£320,795
Stairs	£11,012	£11,013	£12,519	£17,013	£18,519	£11,013	£8,013	£11,012	£11,013	£11,013	£11,013	£20,381	£20,381	£10,870	£52,036	£3,018	£239,835
Roof	£83,242	£95,724	£81,632	£95,401	£71,433	£55,422	£58,843	£88,479	£155,544	£94,056	£66,671	£99,533	£99,533	£34,027	£109,611	£39,982	£1,329,133
External Walls and Cladding	£128,546	£228,065	£177,146	£190,921	£149,710	£130,593	£126,244	£140,434	£158,068	£164,691	£136,089	£181,851	£181,851	£114,037	£304,993	£37,070	£2,550,310
Windows and External Doors	£69,732	£108,177	£91,890	£104,520	£126,508	£61,386	£60,848	£72,815	£85,394	£90,383	£70,984	£94,062	£88,786	£47,958	£148,099	£9,998	£1,331,540
Internal Walls and Partitions	£46,548	£57,028	£46,822	£61,875	£46,230	£41,720	£24,881	£42,216	£51,759	£59,082	£44,311	£52,213	£52,213	£26,632	£105,188	£2,323	£761,042
Internal Doors	£44,066	£32,630	£51,472	£52,203	£45,481	£23,084	£23,323	£28,159	£33,725	£35,957	£28,927	£35,704	£35,704	£23,138	£72,873	£7,904	£574,349
Wall Finishes	£31,552	£33,189	£35,588	£37,125	£35,895	£21,528	£29,681	£35,704	£30,748	£31,285	£28,909	£33,901	£33,901	£21,967	£56,891	£11,254	£509,118
Floor Finishes	£37,779	£50,377	£39,095	£47,086	£52,913	£28,069	£28,352	£36,068	£38,275	£40,493	£32,110	£46,869	£46,869	£24,922	£74,717	£8,114	£632,106
Ceiling Finishes	£18,074	£20,709	£18,686	£23,851	£20,769	£13,173	£13,506	£18,972	£19,769	£22,607	£16,553	£22,222	£22,222	£10,885	£39,261	£8,014	£309,274
Fittings	£66,076	£82,499	£70,645	£79,439	£81,266	£49,467	£47,348	£68,578	£84,076	£87,548	£68,347	£102,369	£89,823	£54,148	£183,749	£9,826	£1,225,204
Mechanical & Electrical Installat	£539,055	£688,032	£594,766	£665,489	£694,669	£388,198	£420,173	£557,940	£589,876	£627,442	£478,782	£647,512	£648,503	£303,696	£1,022,541	£137,264	£9,003,938
Lifts & Escalators	£21,660	£22,160	£22,160	£24,875	£25,375	£21,660	£21,660	£22,160	£22,160	£21,660	£21,660	£21,900	£21,900	£22,625	£10	-	£335,015
Builder's Work	£11,760	£22,548	£19,448	£14,542	£22,711	£8,493	£9,090	£18,282	£19,651	£13,921	£10,575	£25,000	£25,000	£13,000	£35,000	-	£269,022
Site Works	£115,308	£150,561	£89,376	£145,566	£89,679	£73,688	£67,145	£85,294	£110,316	£140,690	£73,729	£256,022	£317,181	£126,283	£364,784	£32,878	£2,238,498
Tower	£38,500	-	£53,500	£38,500	-	£38,500	£38,500	£5,000	-	-	£38,500	-	-	-	-	-	£251,000
Fire House	£0	£125,000	-	-	-	-	-	-	£125,000	-	-	£135,810	£135,810	-	£135,810	-	£657,430
ORC	£0	-	£455,586	-	-	-	-	-	-	-	-	-	-	-	-	-	£455,586
Auxiliary Garage	£0	-	-	-	-	-	-	-	-	-	-	-	-	-	£280,000	-	£280,000
Drainage	£75,219	£114,884	£92,300	£72,540	£79,370	£50,096	£67,450	£83,199	£109,682	£104,342	£64,865	£159,136	£190,133	£113,753	£236,392	£42,107	£1,655,469
External Services	£16,250	£20,250	£20,750	£17,750	£15,250	£23,750	£20,250	£25,250	£15,250	£20,250	£20,750	£15,000	£14,951	£15,000	£15,000	£4,500	£250,300
New Utilities	£64,425	£21,934	£35,769	£32,893	£20,356	£28,743	£22,853	£28,217	£28,752	£26,486	£21,709	£38,787	£82,428	£28,970	£85,101	£13,977	£581,400
<b>Abnormals</b>																	
Utilities Diversions	£0	£39,916	-	£116,403	£30,000	£27,600	£44,600	£330,000	£36,500	-	£15,000	£138,247	£16,135	£24,873	£134,109	£27,690	£981,073
As K France Summary	£141,131	£78,605	£50,045	£107,575	£27,432	£44,967	£22,429	£77,236	£144,106	£89,288	£40,418	£300,587	£265,589	£142,019	£433,080	£3,000	£1,967,507
Temporary Accommodation	£95,502	£226,283	£129,377	-	£237,520	£43,247	£43,726	£43,757	-	-	£97,452	-	-	-	-	-	£916,864
<b>Late Additions not in Priced BQ</b>																	
AV Equipment	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	£15,000	-	£225,000
Window Blinds	£4,794	£6,078	£6,464	£5,997	£6,426	£3,324	£3,362	£4,590	£5,177	£5,678	£4,118	£5,347	£5,347	£2,444	£10,022	£710	£79,875
Mechanical Ventilation in lieu of	£20,000	£10,000	£20,000	£20,000	£20,000	£10,000	£10,000	£10,000	£20,000	£0	£10,000	£20,000	£0	£10,000	£20,000	£0	£200,000
Prelims / Bid Costs	£428,465	£471,731	£482,974	£475,227	£431,285	£384,750	£434,773	£428,020	£446,790	£404,331	£401,775	£447,389	£459,389	£294,382	£540,342	£134,739	£6,666,366
Late Adjustments	£9,846	£-30,763	£-161,509	£-154,126	£12,382	£-83,001	£-53,609	£-346,990	£-77,359	£6,988	£-98,480	£-123,860	£-42,365	£-9,197	£-24,771	£12,158	£-1,164,657
<b>Net Construction Costs</b>	<b>£2,468,525</b>	<b>£3,051,990</b>	<b>£2,890,556</b>	<b>£2,623,384</b>	<b>£2,727,749</b>	<b>£1,749,968</b>	<b>£1,801,565</b>	<b>£2,207,234</b>	<b>£2,533,017</b>	<b>£2,372,744</b>	<b>£1,998,074</b>	<b>£3,050,781</b>	<b>£3,079,084</b>	<b>£1,608,144</b>	<b>£4,950,418</b>	<b>£600,416</b>	<b>£39,713,650</b>

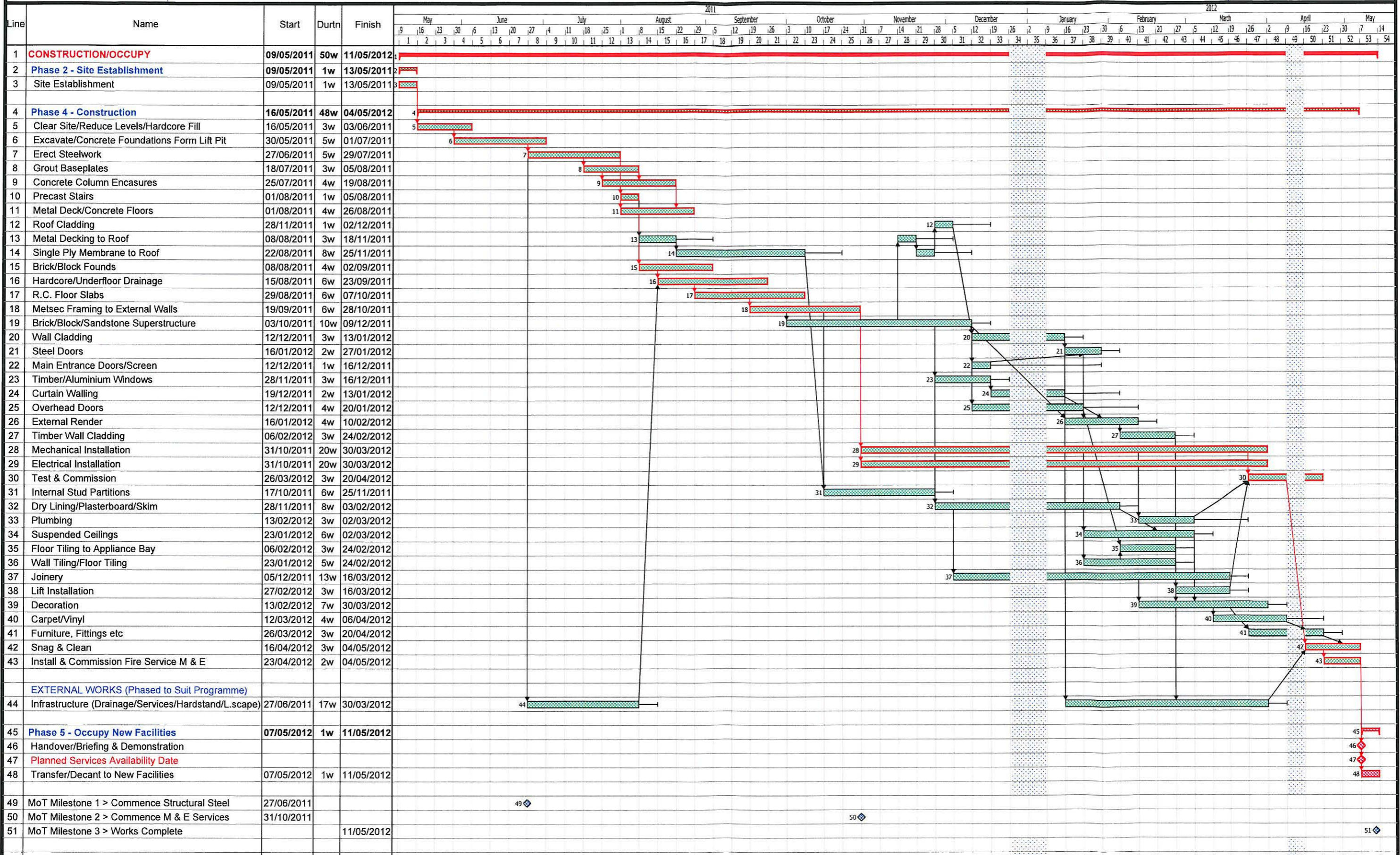
**SCHEDULE 5**  
**Project Programme**

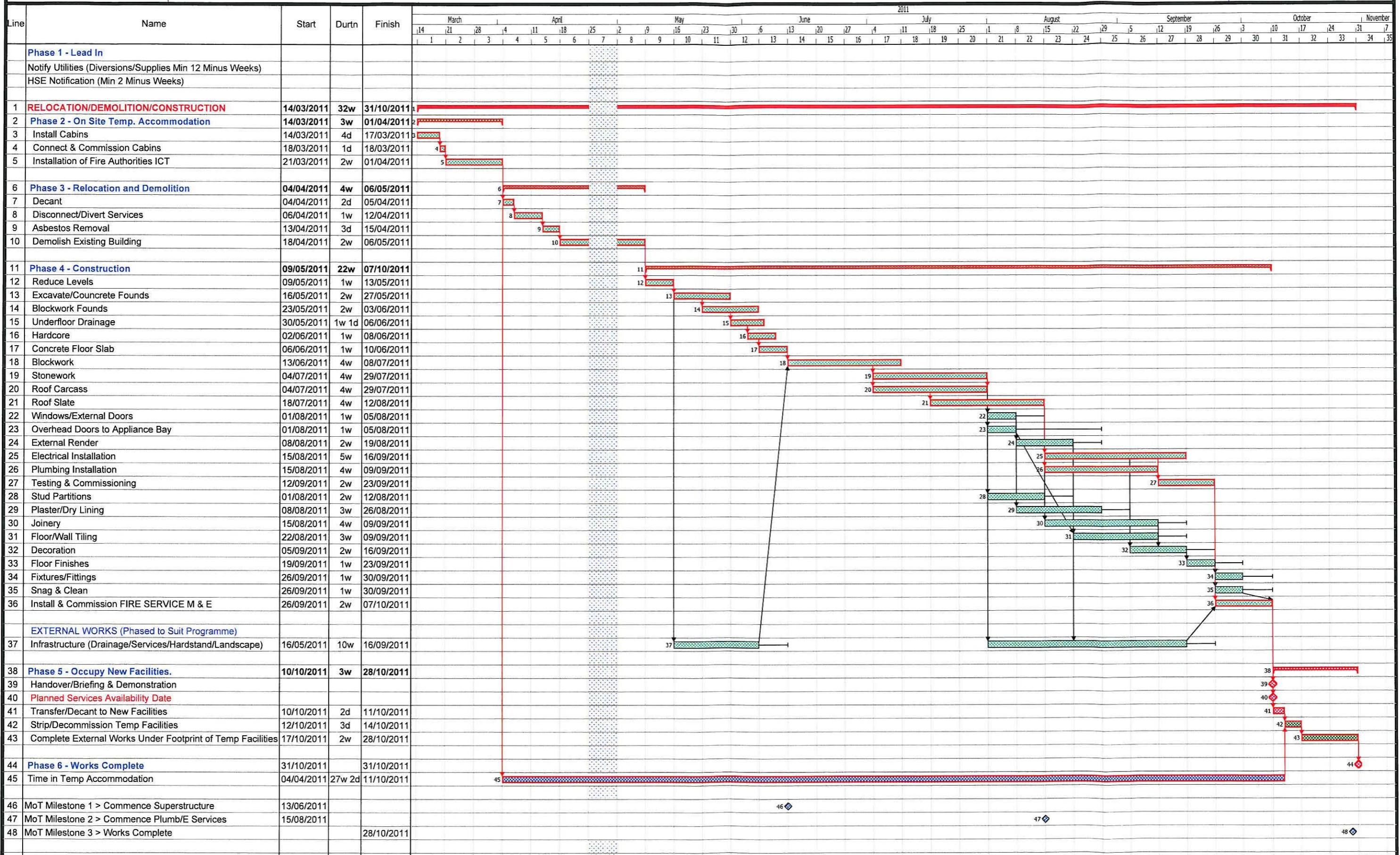


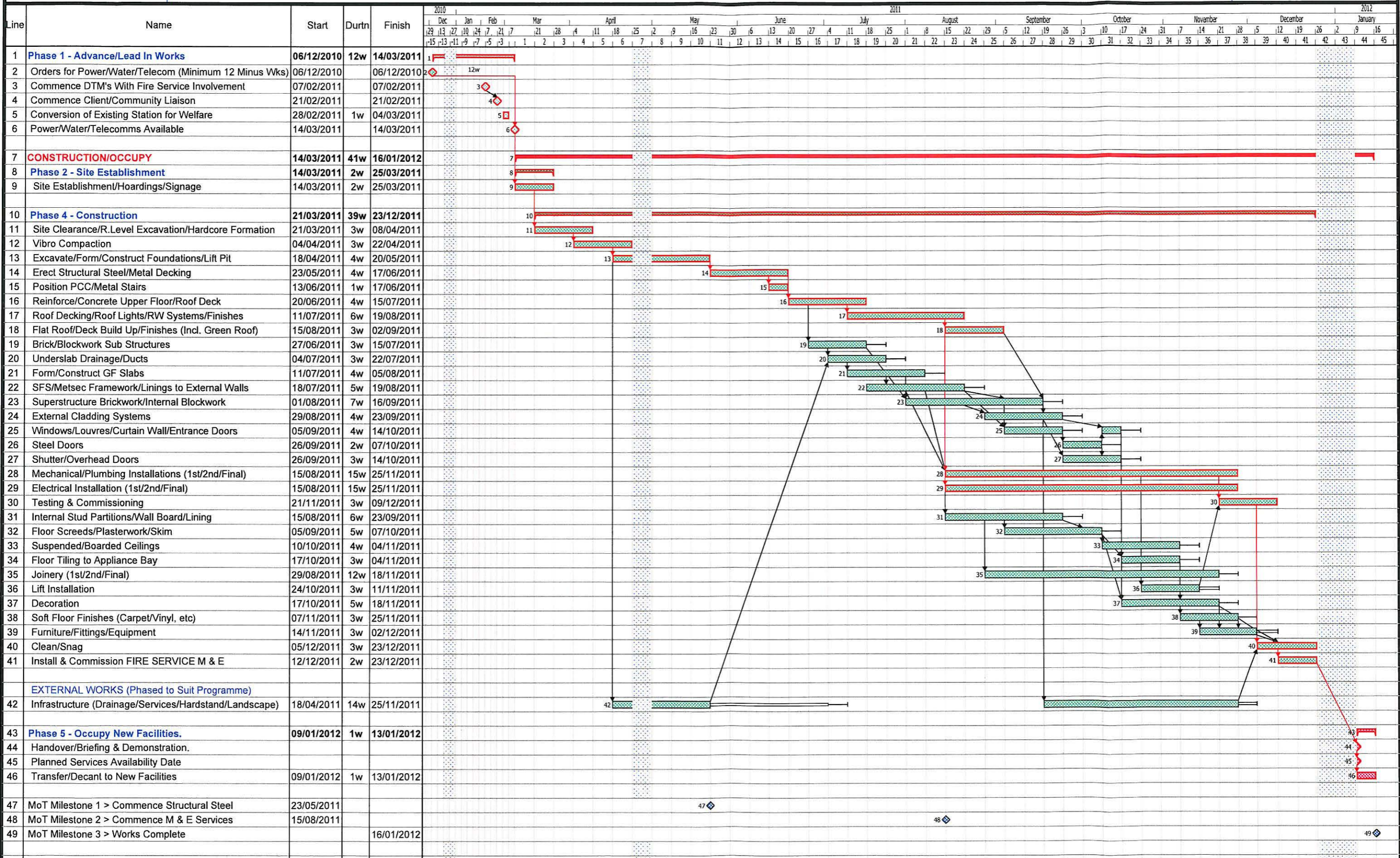


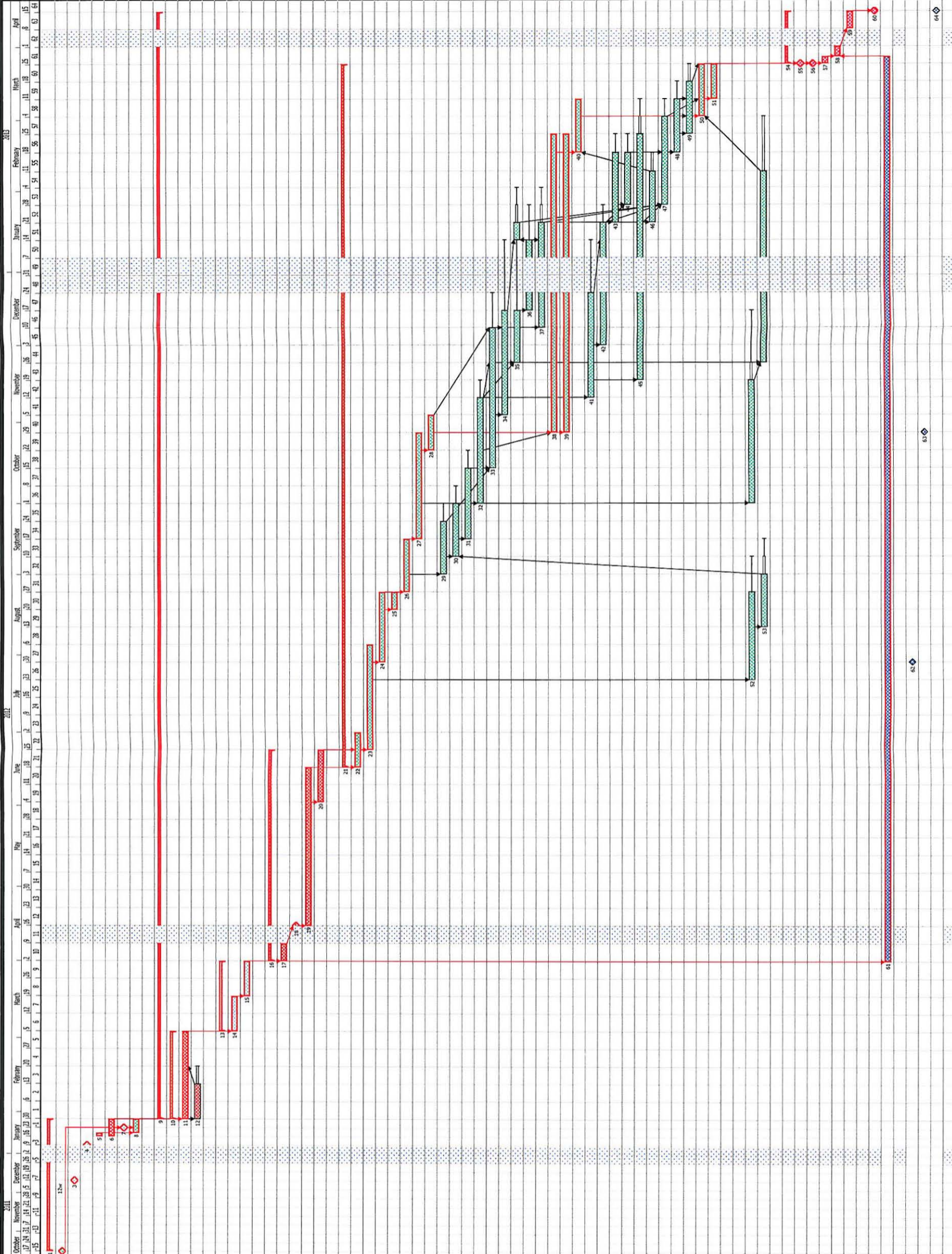




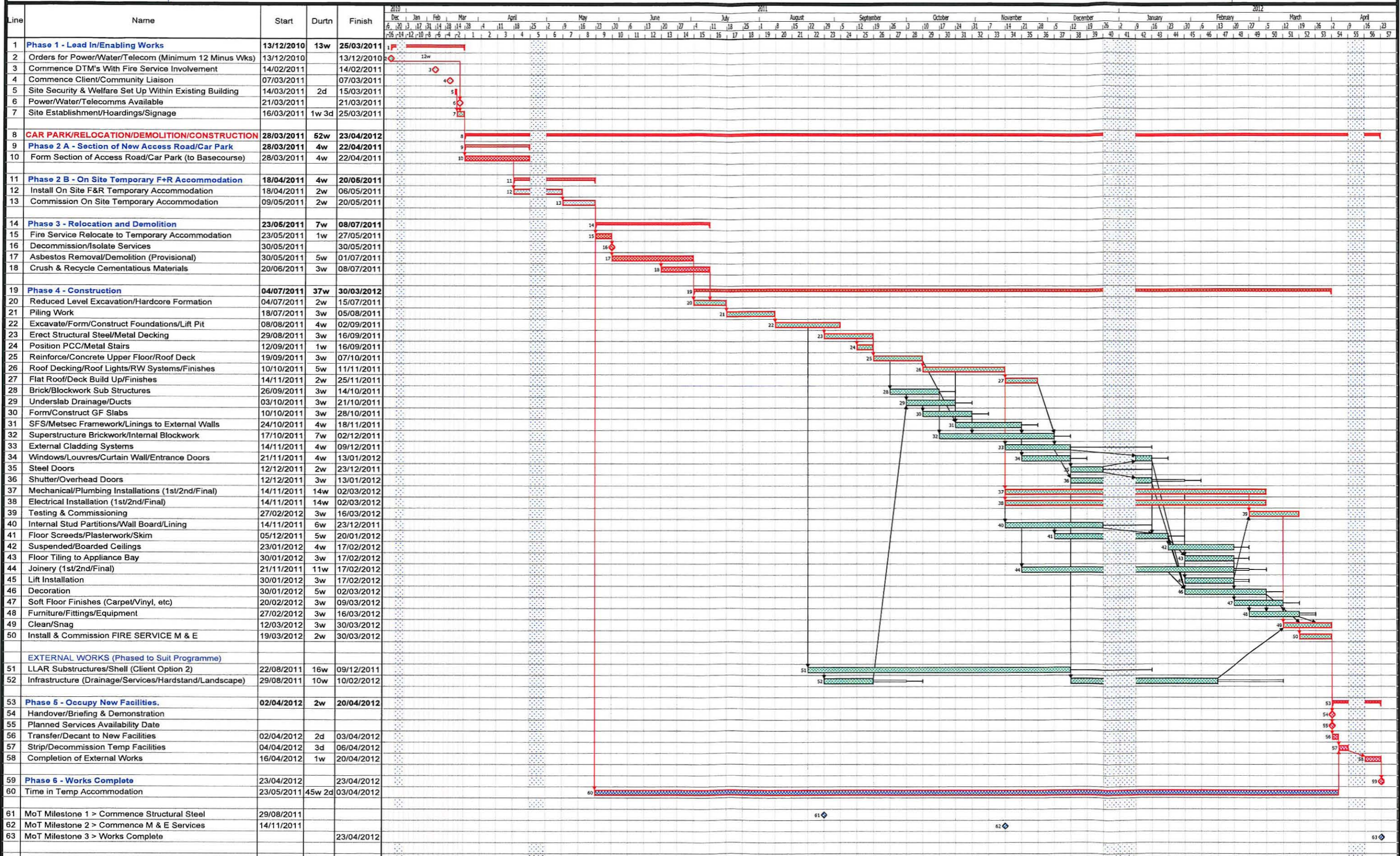


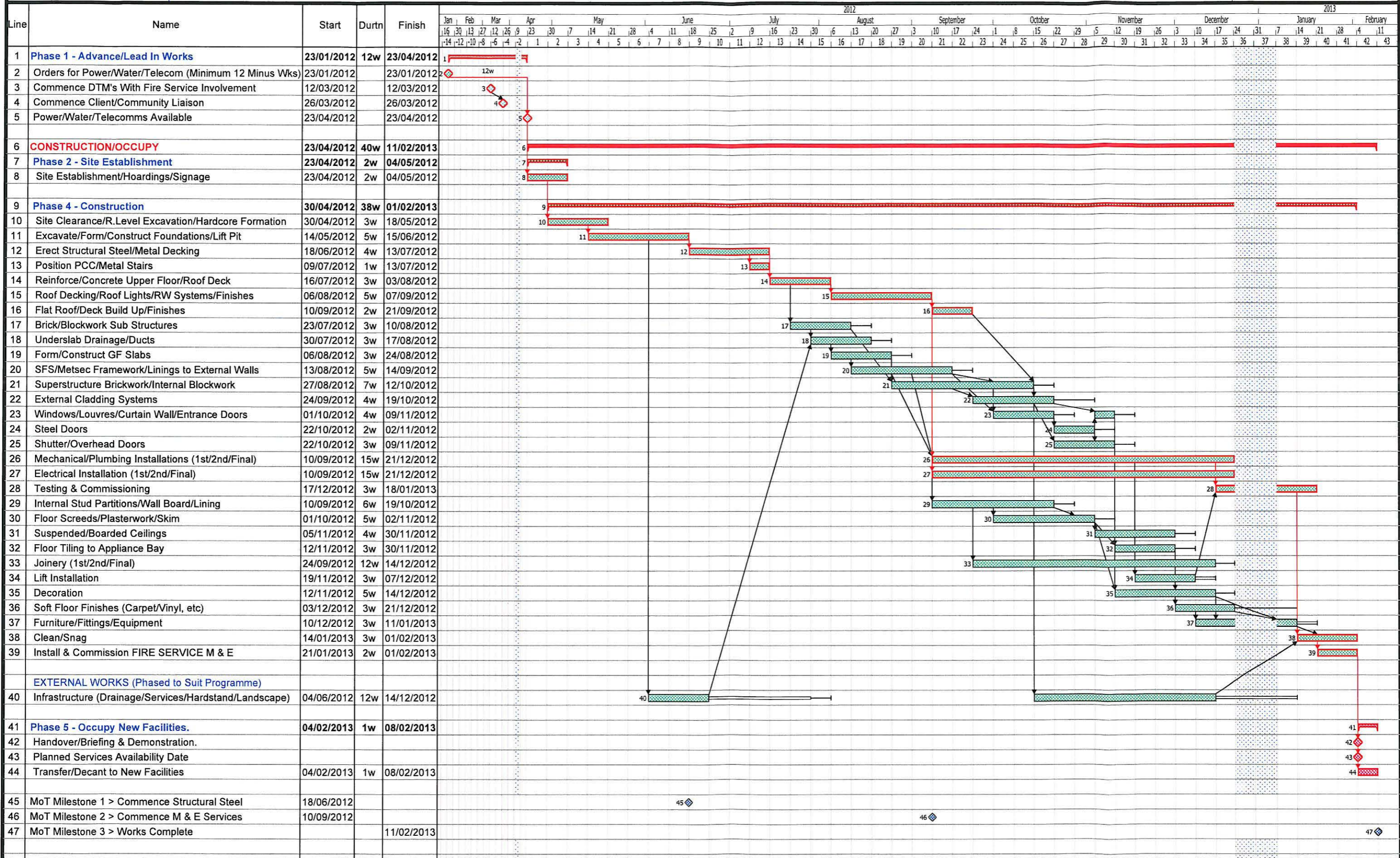


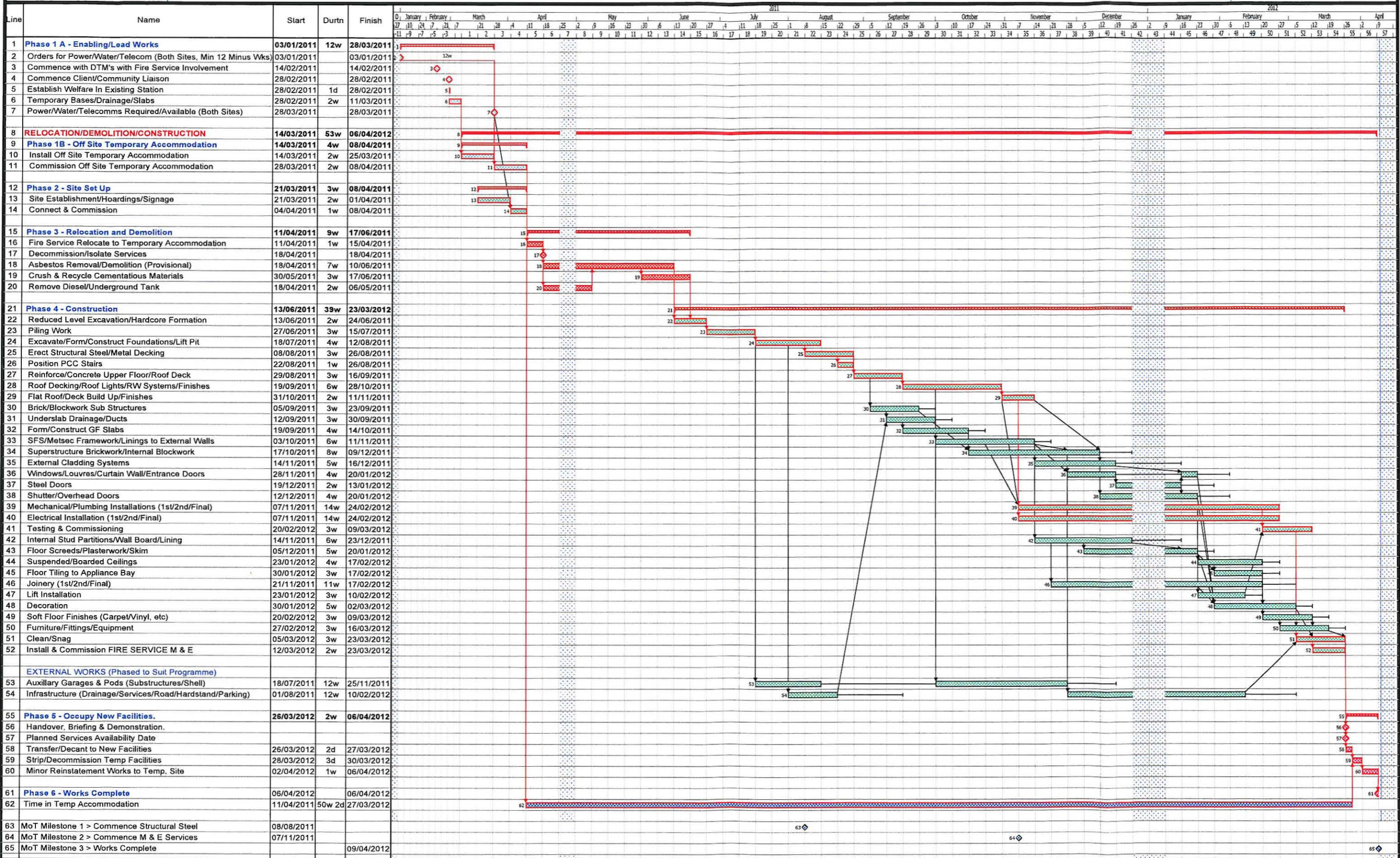


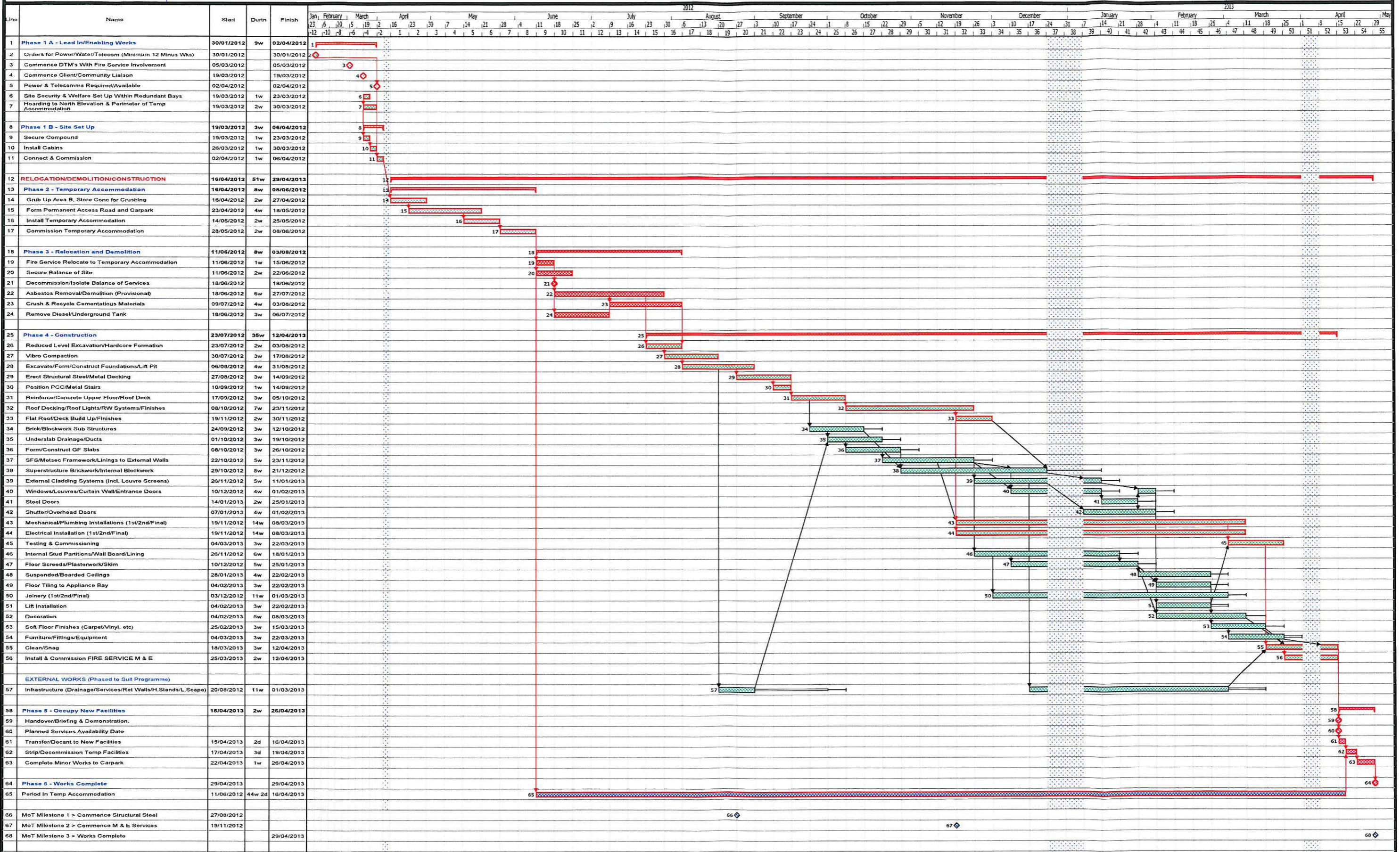


Line	Name	Start	Finish	Duration
1	Phase 1 - Lead In/Enabling Works	17/10/2011	27/01/2012	13w
2	Orders for Power/Water/Telecom (Minimum 12 Mins Wks)	17/10/2011	17/10/2011	1d
3	Commence DTW's With Fire Service Involvement	12/12/2011	12/12/2011	1d
4	Commence Client/Community Liaison	09/01/2012	09/01/2012	1d
5	Site Security & Welfare Set Up Within Existing Building	16/01/2012	17/01/2012	2d
6	Asbestos Removal/Demolish Single Storey Structure	16/01/2012	27/01/2012	2w
7	Power/Water/Telecoms Available	23/01/2012	23/01/2012	1d
8	Site Establishment/Holdings/Signage	16/01/2012	27/01/2012	1w 3d
9	CAR PARK/RELOCATION/DEMOLITION/CONSTRUCTION	30/01/2012	15/04/2013	59w
10	Phase 2 A - Access Road/Car Park	30/01/2012	02/03/2012	5w
11	Form Permanent Access Road/Car Park (to Basecourse)	30/01/2012	02/03/2012	5w
12	Remove Direct/Underground Tank	30/01/2012	10/02/2012	2w
13	Phase 2 B - On Site Temporary Accommodation	05/03/2012	30/03/2012	4w
14	Install On Site P&R Temporary Accommodation	05/03/2012	16/03/2012	2w
15	Commission On Site Temporary Accommodation	19/03/2012	30/03/2012	2w
16	Phase 3 - Relocation and Demolition	02/04/2012	22/06/2012	11w
17	Fire Service Relocate to Temporary Accommodation	02/04/2012	06/04/2012	1w
18	Decommissionable Services	16/04/2012	16/04/2012	1d
19	Asbestos Removal/Demolition (Provisional)	16/04/2012	15/06/2012	9w
20	Crush & Recycle Cementitious Materials	04/06/2012	22/06/2012	3w
21	Phase 4 - Construction	18/06/2012	29/06/2012	39w
22	Reduced Level Excavation/Hardcore Formation	18/06/2012	29/06/2012	2w
23	Excavate/Form/Construct Foundations/LR Pit	25/06/2012	03/08/2012	6w
24	Erect Structural Steel/Metal Decking	30/07/2012	24/08/2012	4w
25	Position RCC/Metal Stairs	20/08/2012	24/08/2012	1w
26	Reinforce/Concrete Upper Floor/Roof Deck	27/08/2012	14/09/2012	3w
27	Roof Decking/Roof Lights/RW Systems/Finishes	17/09/2012	26/10/2012	6w
28	Flat Roof/Deck Build Up/Finishes	22/10/2012	02/11/2012	2w
29	Blockwork Sub Structures	03/09/2012	21/09/2012	3w
30	Underlab Drainage/Ducts	10/09/2012	28/09/2012	3w
31	Form/Construct GF Slabs (incl. Appliance Bay)	17/09/2012	12/10/2012	4w
32	SFS/Metsec Framework/Lings to External Walls	01/10/2012	09/11/2012	6w
33	Superstructure Blockwork/Internal Blockwork	15/10/2012	07/12/2012	8w
34	External Cladding Systems	05/11/2012	14/12/2012	6w
35	Windows/Louvers/Curtain Wall/Entrance Doors	26/11/2012	18/01/2013	4w
36	Steel Doors	17/12/2012	11/01/2013	2w
37	Shutter/Overhead Doors	10/12/2012	18/01/2013	4w
38	Mechanical/Pumbing Installations (1st/2nd/Final)	29/10/2012	22/02/2013	15w
39	Electrical Installation (1st/2nd/Final)	29/10/2012	23/02/2013	15w
40	Testing & Commissioning	18/02/2013	08/03/2013	3w
41	Internal Stud Partitions/Wall Board/Lining	12/11/2012	21/12/2012	6w
42	Floor Stretcher/Plasterwork/Skim	03/12/2012	18/01/2013	5w
43	Suspended/Boarded Ceilings	21/01/2013	15/02/2013	4w
44	Floor Tiling to Appliance Bay	28/01/2013	19/02/2013	3w
45	Joinery (1st/2nd/Final)	19/11/2012	22/02/2013	12w
46	LJR Installation	21/01/2013	08/02/2013	3w
47	Decoration	28/01/2013	01/03/2013	5w
48	Soft Floor Finishes (Carpet/Vinyl, etc)	18/02/2013	08/03/2013	3w
49	Furniture/Fittings/Equipment	25/02/2013	15/03/2013	3w
50	Clean/Handover	04/03/2013	22/03/2013	3w
51	Install & Commission FIRE SERVICE M & E	11/03/2013	22/03/2013	2w
52	EXTERNAL WORKS (Phased to Suit Programme)	23/07/2012	16/11/2012	12w
53	Infrastructure (Drainage/Services/Sheet Pile Ret Wall/Standoff, Scarps)	13/08/2012	08/02/2013	12w
54	Phase 5 - Occupy New Facilities.	25/03/2013	12/04/2013	2w
55	Handover/Briefing & Demonstration	25/03/2013	26/03/2013	2d
56	Planned Services Availability Date	25/03/2013	26/03/2013	2d
57	Transfer/Descant to New Facilities	27/03/2013	29/03/2013	3d
58	Sign/Decommission Temp Facilities	08/04/2013	12/04/2013	1w
59	Completion of External Works	15/04/2013	15/04/2013	1d
60	Phase 6 - Works Complete	02/04/2012	26/03/2013	51w 2d
61	Time in Temp Accommodation	30/07/2012	29/10/2012	13w
62	MoT Milestone 1 - Commence Structural Steel	30/07/2012	29/10/2012	13w
63	MoT Milestone 2 - Commence M & E Services	30/07/2012	29/10/2012	13w
64	MoT Milestone 3 - Works Complete	30/07/2012	29/10/2012	13w

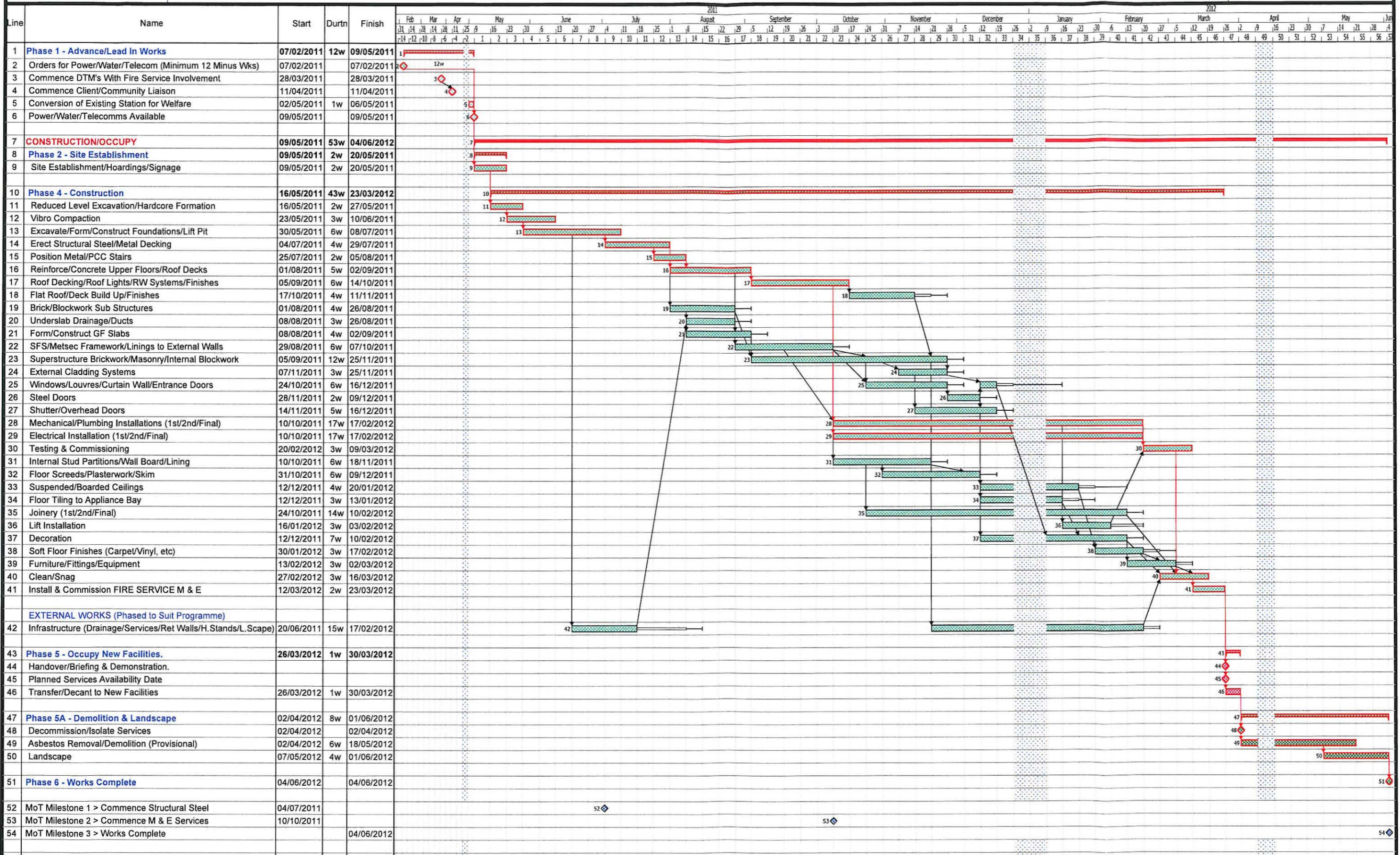


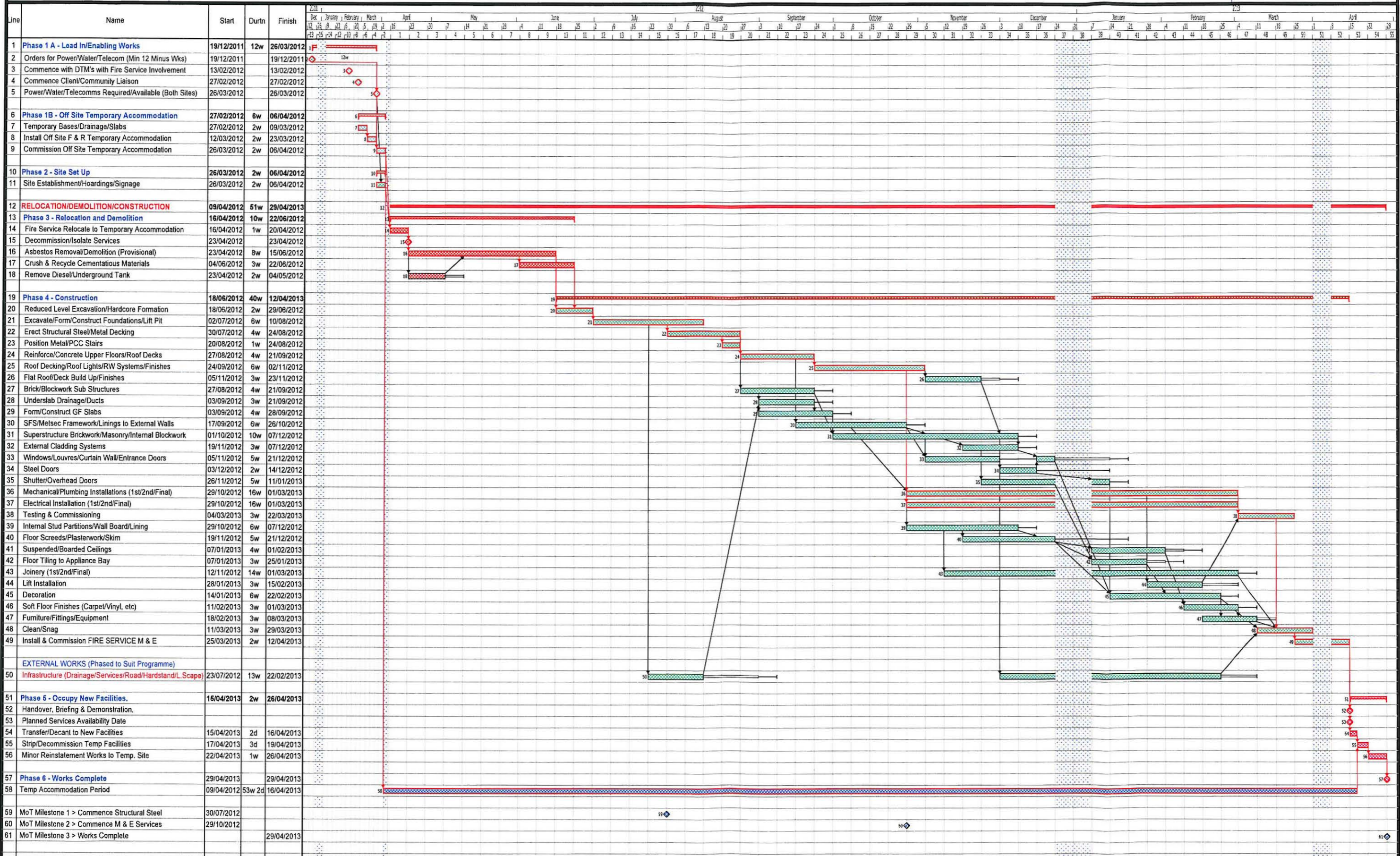


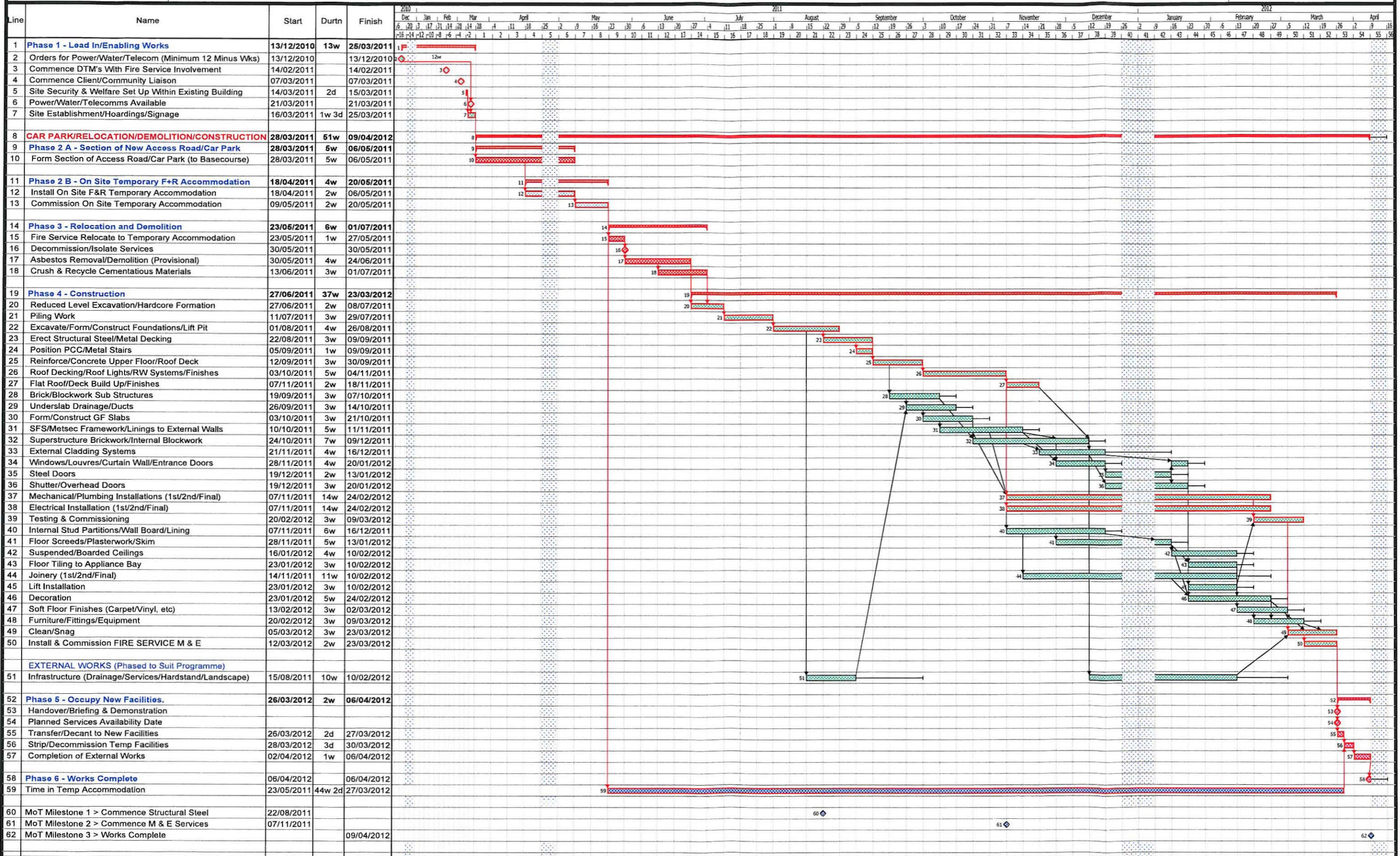


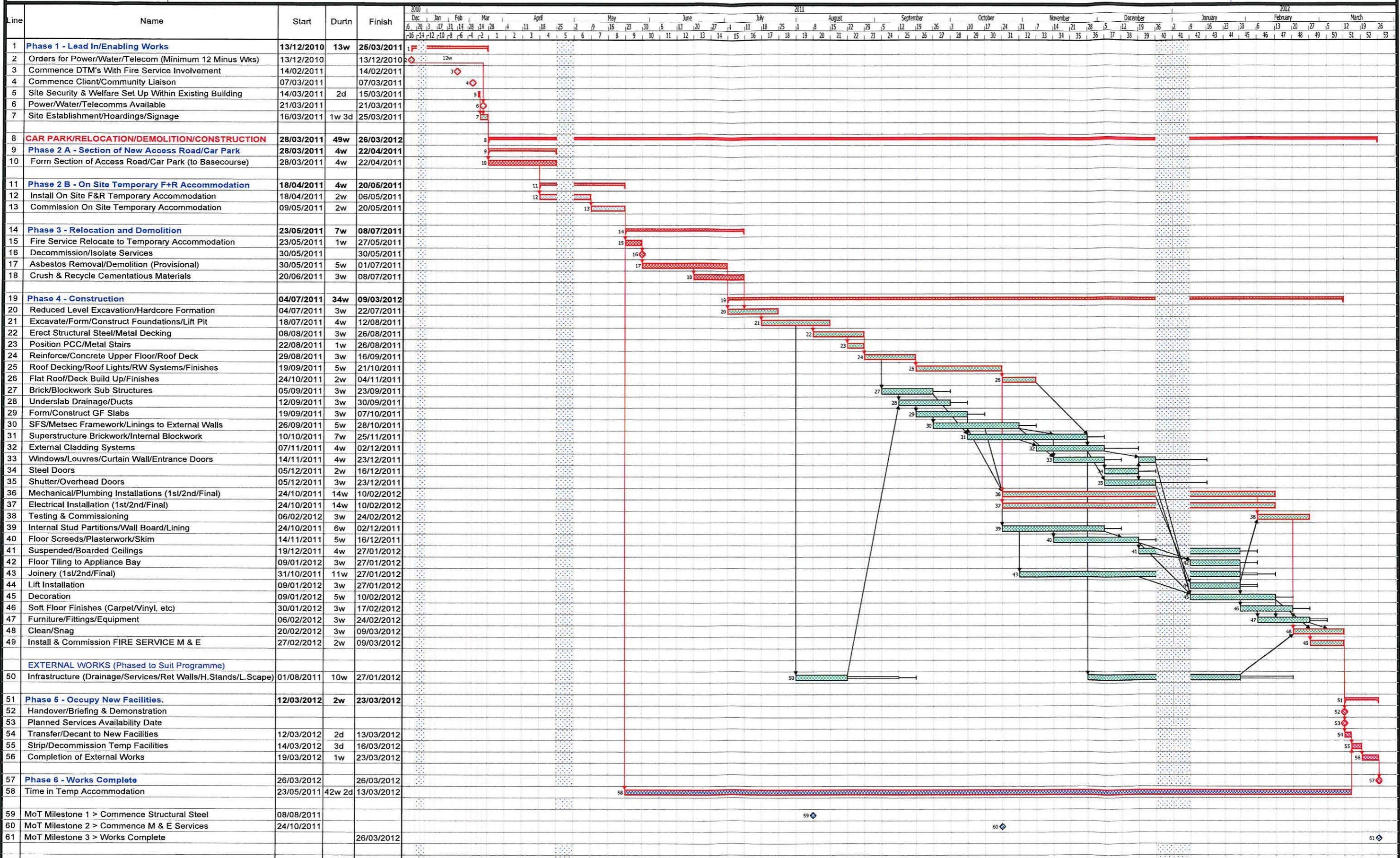


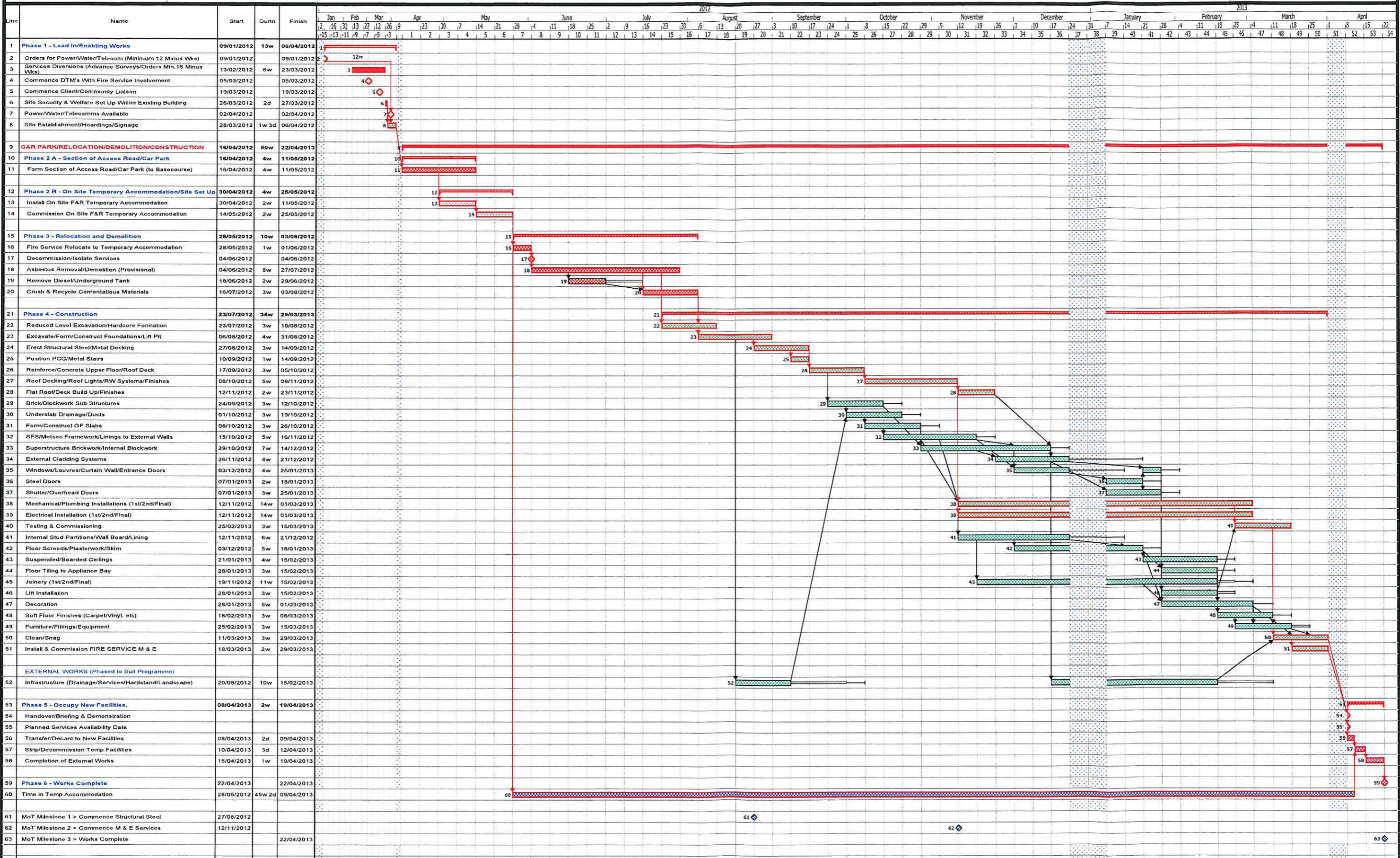


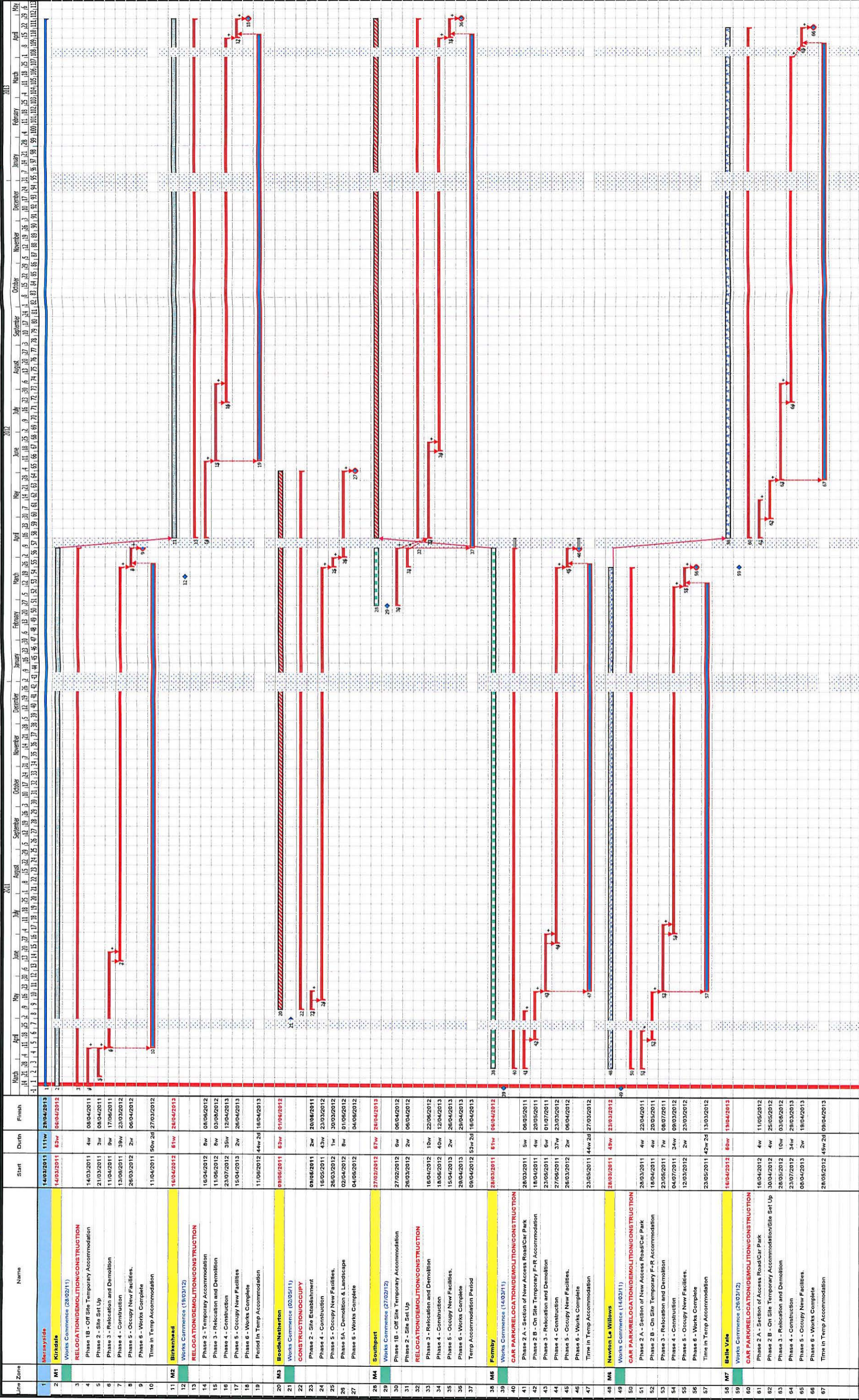










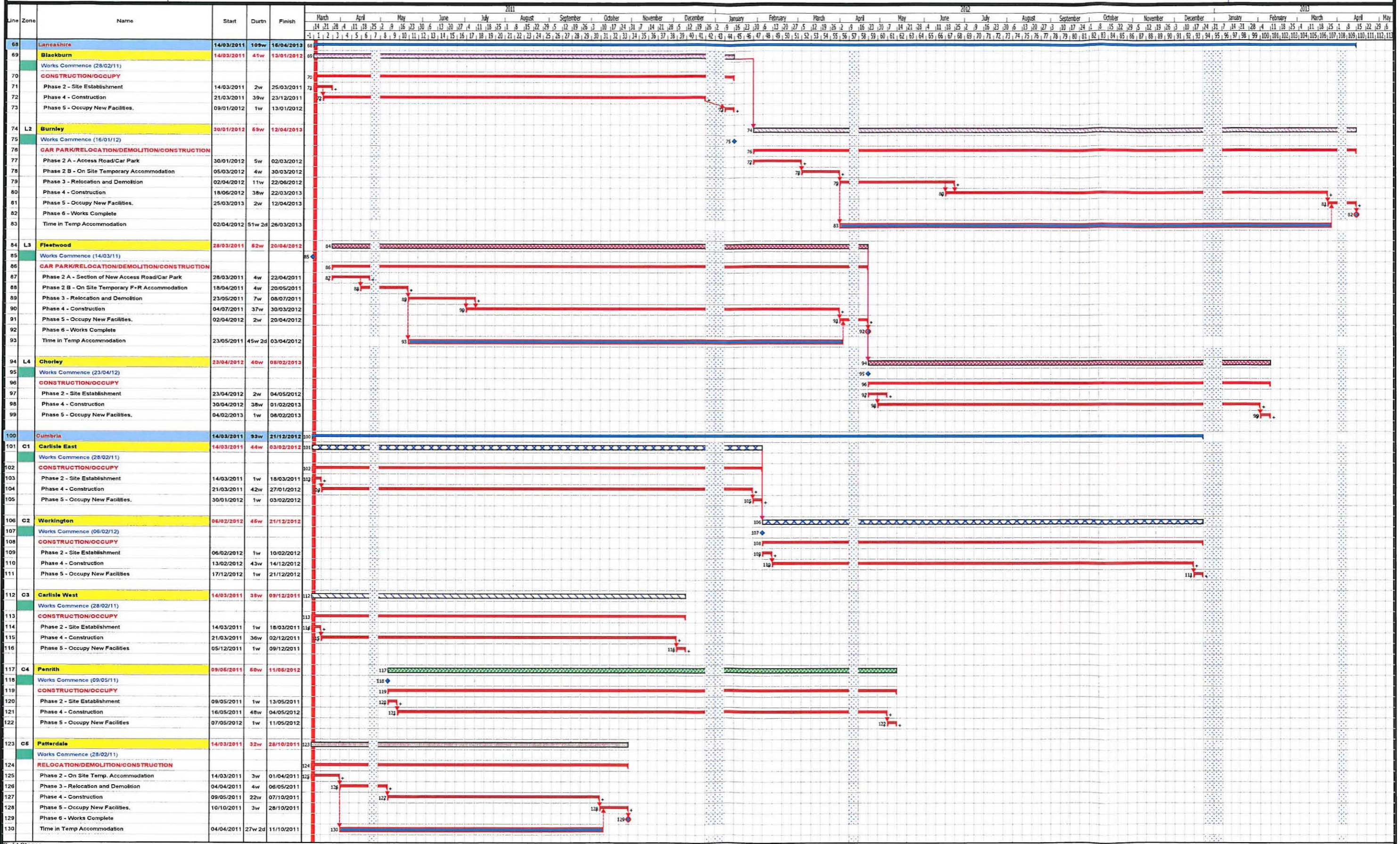


Programme ref.: SB/RoPO5/Internal/1  
Revision number: C  
Issue Date: 14/09/2010  
Rev. date: 27/01/2011

Comments : Temporary/Main Works Commence After Financial Close > For Project Lead Times Refer Individual Programmes

Drawn by: PW  
Contract No.:

**MAIN ROLL OUT PROGRAMME**  
Option 5 - SB Stage (Internal Only)



Build Stages  
 Team 01 [Pattern] Team 02 [Pattern] Team 03 [Pattern] Team 04 [Pattern] Team 05 [Pattern] Team 06 [Pattern] Team 07 [Pattern] Team 08 [Pattern] Team 09 [Pattern] Team 10 [Pattern]

Programme ref.: SB/RoPO5/Internal/1 Issue Date: 14/09/2010  
 Revision number: C Rev. date: 27/01/2011

Comments : Temporary/Main Works Commence After Financial Close > For Project Lead Times Refer Individual Programmes

Drawn by: PW  
 Contract No.:

**SCHEDULE 6**

**Design Programme**

To be mutually agreed following Financial Close



**SCHEDULE 7**

**Collateral Warranty**

DATED \_\_\_\_\_ 2011

SEYMOUR HARRIS LIMITED  
and  
CUMBRIA COUNTY COUNCIL  
and  
LANCASHIRE COMBINED FIRE AUTHORITY  
and  
MERSEYSIDE FIRE AND RESCUE AUTHORITY  
and  
MANSELL CONSTRUCTION SERVICES LIMITED

DUTY OF CARE DEED  
relating to North West Fire PFI Project

## **NORTH WEST FIRE & RESCUE PFI**

THIS DEED is made on

2011 BETWEEN:-

- (1) SEYMOUR HARRIS LIMITED (Company Number 03523158) whose registered office is at 26 Highfield Road, Edgbaston, Birmingham, B15 3DP (the "Consultant");
- (2) CUMBRIA COUNTY COUNCIL of The Courts, Carlisle, Cumbria, CA3 8NA, LANCASHIRE COMBINED FIRE AUTHORITY of Lancashire Fire and Rescue Service Headquarters, Garstang Road, Fulwood, Preston, PR2 3LH and MERSEYSIDE FIRE AND RESCUE AUTHORITY of Merseyside Fire and Rescue Service Headquarters, Bridle Road, Bootle, Merseyside, L30 4YD (the "Authorities"); and
- (3) MANSELL CONSTRUCTION SERVICES LIMITED (registered in England and Wales under Company Number 01197246) whose registered office is at Roman House, Grant Road, Croydon CR9 6BU (the "Building Contractor").

### **BACKGROUND**

- (A) By a project agreement dated \_\_\_\_\_ (the "Project Agreement") the Authorities have appointed the Balfour Beatty Fire & Rescue NW Limited ("the Contractor") to carry out, in relation to the Sites, the provision of serviced accommodation to the Authorities at each and every Station as contemplated by the Project Agreement including the carrying out of the Works and the provision of the Services design and construction of the Works.
- (B) By a design and build contract dated \_\_\_\_\_ (the "Building Contract") the Contractor has appointed the Building Contractor to carry out in relation to the Sites the design and construction of the Works.
- (C) The Consultant has been appointed by the Building Contractor under a deed of appointment dated \_\_\_\_\_ (the "Appointment") to provide services in relation to the Works.
- (D) The Consultant is obliged under the Appointment to give a warranty in this form in favour of the Authorities

### **1. DEFINITIONS AND INTERPRETATIONS**

1.1 In this Deed unless the context otherwise requires, the following expressions shall have the following meanings:-

"Lender(s)" means any organisation providing funding to the Contractor in connection with the carrying out of the Works.

1.2 Unless expressly defined otherwise in this Deed, any defined term in this Deed shall have the same meaning given to such term in the Building Contract.

### **2. OPERATIVE PROVISIONS**

In consideration of the payment of one pound (£1.00) by the Authorities to the Consultant, receipt of which the Consultant acknowledges:-

### **3. CONSULTANT'S WARRANTY AND LIABILITY**

3.1 The Consultant warrants to the Authorities that it has carried out and will continue to carry out its duties under the Appointment in accordance with the Appointment and that it has exercised and will continue to exercise in the performance of those duties the reasonable skill care and diligence to be expected of a properly qualified member of its

profession experienced in carrying out duties such as its duties under the Appointment in relation to works of similar scope, nature and complexity to the Works.

- 3.2 The Consultant shall be entitled in any action or proceedings by the Authorities to raise equivalent rights in defence of liability (except for set off or counterclaim) as it would have against the Building Contractor under the Appointment. Upon the expiration of twelve (12) years from the date of completion of the Works in accordance with the Building Contract, the liability of the Consultant under this Deed shall cease and determine, save in relation to any claims made by the Authorities against the Consultant and notified by the Authorities to the Consultant in writing prior thereto.

#### **4. DOCUMENTS**

- 4.1 The Consultant hereby grants (or, if such grant cannot legally take place until a later date, agrees to grant) to the Authorities with effect from the date of this Deed or in the case of Documents not yet in existence with effect from the creation thereof, a royalty free non-exclusive licence (such licence to remain in full force and effect notwithstanding completion of the Consultant's obligations under the Appointment or the termination of the Appointment or the determination of the Consultant's engagement under it or any dispute thereunder or hereunder) to use and to reproduce all Documents for any purpose whatsoever connected with the Works and such other purposes as are reasonably foreseeable and including, but without limitation, the execution, completion, maintenance, letting, advertisement, modification, extension, reinstatement and repair of the Works, and such licence will carry the right to grant sub-licences and will be transferable to third parties. The Authorities will not hold the Consultant liable for any use they may make of the Documents for any purpose other than that for which they were originally provided by it and such other purposes as are reasonably foreseeable unless the Consultant authorises such use and confirms the Documents are suitable for it. The Consultant will not grant to any third party the right to use any of the Documents save under any warranty it is obliged to give under the Appointment or hereunder or as otherwise required to enable it to fulfil its obligations under the Appointment.
- 4.2 The Consultant agrees on reasonable request at any time and following reasonable written prior notice to give the Authorities or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Authorities' expense.
- 4.3 The Consultant warrants to the Authorities that he has used the standard of skill, care and diligence as set out in clause 3.1 to see that the Documents (save to the extent 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.

#### **5. INSURANCE**

- 5.1 The Consultant hereby covenants with the Authorities to:-
- 5.1.1 take out Professional Indemnity insurance cover with a limit of indemnity of not less than ten million pounds (£10,000,000) for each claim or series of claims arising from the same original cause, source or event in relation to the Works and that it will maintain such insurance with reputable insurers carrying on business in the European Union from the date hereof until twelve (12) years after practical completion of the Works, provided that such insurance is generally available in the market to members of the Consultant's profession at commercially reasonable rates and (for the avoidance of doubt), provided

## **NORTH WEST FIRE & RESCUE PFI**

further that payment of any increased or additional premiums required by insurers by reason of the Consultant's own claims record or other acts, omissions, matters or things peculiar to the Consultant will be deemed to be within the reasonable rates;

- 5.1.2 provide evidence in the form of a broker's certificate (as and when reasonably required by the Authorities to the extent permitted by the insurers of the Consultant) satisfactory to the Authorities of the Professional Indemnity insurance (referred to in clause 5.1.1) being in full force and effect from the date of the Appointment (such evidence to include details of the cover to the extent permitted by the insurers of the Consultant);
- 5.1.3 provide the Authorities with copies of all notices under the Professional Indemnity Insurance (referred to in clause 5.1.1) relating to the Works to the extent permitted by the insurers of the Consultant;
- 5.1.4 provide the Authorities with notice of:-
  - (a) any cancellation of the Professional Indemnity Insurance (referred to in clause 5.1.1) not less than ninety (90) days prior to the relevant cancellation date;
  - (b) any material changes to or suspension of cover relevant to the Works;
  - (c) any act, omission or event which may adversely affect the terms and the scope of the Professional Indemnity Insurance relevant to the Works or invalidate or render it unenforceable;
  - (d) provide (to the extent permitted by the insurers of the Consultant) such information to the Authorities as the Authorities may reasonably require in relation to any claim or circumstance notified to it under the Professional Indemnity Insurance in respect of the Works and any potential breach to the aggregate limit of the policy subject to the Consultant's insurers agreeing that such information may be provided to the Authorities;
  - (e) disclose to the relevant insurers any matters which could reasonably be expected to be material in the context of the Works or any part of the Works.

## **6. LIABILITY OF PARTNERS**

Where the Consultant is a partnership, references in this Deed to the "Consultant" will be deemed to include reference to each and every present and future partner of such partnership and the liability of each and every such partner under this Deed will be deemed to be joint and several.

## **7. NOTICES**

Any notice to be given by either party hereunder will be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on the date of delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time recorded on the facsimile report sheet, provided that if any notice sent by hand or facsimile is sent after 4.45pm on any day it will be deemed to be served on the next Business Day. Any notice sent by post will be deemed to have been

duly served at the expiration of forty eight (48) hours after the time of posting if the end of that period falls before 4.45pm on a Business Day and otherwise on the next Business Day.

**8. ASSIGNMENT**

The benefit of and the rights of the Authorities under this Deed may be assigned without the consent of the Consultant on two (2) occasions only and the Authorities will notify the Consultant in writing following any such assignment specifying the name and address of the assignee and the date of the assignment. The Consultant will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this Deed (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 Site or that the original beneficiary or any intermediate beneficiary has not suffered any or as much loss.

**9. AUTHORITIES' REMEDIES**

The rights and benefits conferred upon the Authorities by this Deed are in addition to any other rights and remedies they may have against the Consultant including without prejudice to the generality of the foregoing any remedies in negligence.

**10. INSPECTION OF DOCUMENTS**

The Consultant's liabilities under this Deed 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 Authorities may make or procure to be made for their benefit or on their behalf.

**11. STANDARDS OF PRODUCTS AND MATERIALS**

11.1 The Consultant warrants that it has exercised and will exercise reasonable skill, care and diligence in accordance with this Deed to see that it has not specified for use and it will not specify for use and (as appropriate) it has not authorised or approved and it will not authorise or approve the specification or use by others, of any products or materials not in conformity with relevant British or European Union Standards or Codes of Practice or which at the time of specification are widely known to members of the Consultant's profession within the European Union to be deleterious 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 they are used.

11.2 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 Authorities 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.

**12. STEP-IN RIGHTS IN FAVOUR OF THE AUTHORITIES**

12.1 The Consultant will not exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Appointment or its engagement under it or discontinue or suspend the performance of any duties or obligations thereunder without first giving to the Authorities not less than thirty (30) days' prior written notice specifying the Consultant's ground for terminating or treating as

terminated or repudiated the Appointment or its engagement under it or discontinuing or suspending its performance thereof and stating the amount (if any) of monies outstanding under the Appointment. Within such period of notice:-

- 12.1.1 the Authorities may give written notice to the Consultant that the Authorities will thenceforth become the employer under the Appointment to the exclusion of the Building Contractor and thereupon the Consultant will admit that the Authorities are the employer under the Appointment and the Appointment will be and remain in full force and effect notwithstanding any of the said grounds;
  - 12.1.2 if the Authorities have given such notice as aforesaid or under clause 12.3 below, the Authorities shall accept liability for the Building Contractor's obligations under the Appointment and will as soon as practicable thereafter remedy any outstanding breach by the previous client which properly has been included in the Consultant's specified grounds and which is capable of remedy by the Authorities; and
  - 12.1.3 if the Authorities have given such notice as aforesaid or under clause 12.3 below, the Authorities will from the service of such notice become responsible for all sums properly payable to the Consultant under the Appointment accruing due after the service of such notice but the Authorities will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the previous client under the Appointment.
- 12.2 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Authorities to the Consultant, the Authorities will not be under any obligation to the Consultant nor will the Consultant have any claim or cause of action against the Authorities unless and until the Authorities have given written notice to the Consultant pursuant to clause 12.1.1 or clause 12.3 of this Deed.
- 12.3 The Consultant further covenants with the Authorities that if the Project Agreement is terminated by the Authorities the Consultant, if requested by the Authorities by notice in writing and subject to clause 12.1.2 and clause 12.1.3, will accept the instructions of the Authorities to the exclusion of the Building Contractor in respect of its duties under the Appointment upon the terms and conditions of the Appointment and will if so requested in writing enter into a novation agreement whereby the Authorities are substituted for the Building Contractor under the Appointment.
- 12.4 If two (2) or more valid notices are received on the same day any notice served by the Lender(s) shall be deemed to have first priority. Only the notice deemed to have first priority shall take effect and no other relevant notice will bind the Consultant.
- 12.5 The Building Contractor acknowledges that the Consultant will be entitled to rely on a notice given to the Consultant by the Authorities under clause 12.3 as conclusive evidence that the Project Agreement has been terminated by the Authorities.
- 12.6 The Authorities may by notice in writing to the Consultant appoint another person to exercise their rights under this clause 12 subject to the Authorities remaining liable to the Consultant as guarantor for their appointee in respect of their obligations under this Deed.

### **13. SUB-CONSULTANTS**

Following a written request from the Authorities the Consultant will (unless it has already done so) and/or procure that its sub-consultants execute a deed of collateral warranty in the relevant form specified in the

**NORTH WEST FIRE & RESCUE PFI**

Appointment in favour of any person in whose favour the Appointment obliged the Consultant to give or procure the giving of such a warranty.

**14. APPLICABLE LAW AND JURISDICTION**


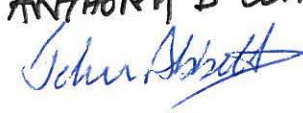
This Deed will be construed in accordance with English law and be in all respects subject to the exclusive jurisdiction of the English courts.

**15. THIRD PARTY RIGHTS**

This Deed 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 Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

IN WITNESS of which this document is executed as a Deed and is delivered on the date first before written

SIGNED AS A DEED by  
SEYMOUR HARRIS LIMITED  
acting by

  
ANTHONY B CLARKE  


Director

Director/Secretary

JOHN E ABBOTT

The COMMON SEAL of  
CUMBRIA COUNTY COUNCIL  
Was affixed hereto in the presence of

Authorised signatory

The COMMON SEAL of  
LANCASHIRE COMBINED FIRE AUTHORITY  
Was affixed hereto in the presence of

Authorised signatory

The COMMON SEAL of  
MERSEYSIDE FIRE & RESCUE AUTHORITY  
Was affixed hereto in the presence of

Authorised signatory

SIGNED AS A DEED by  
MANSELL CONSTRUCTION SERVICES LIMITED

Director

**NORTH WEST FIRE & RESCUE PFI**

acting by

Director/Secretary



**Dated**

**2011**

**SEYMOUR HARRIS LIMITED (1)**

**BALFOUR BEATTY FIRE AND RESCUE NW LIMITED (2)**

**MANSELL CONSTRUCTION SERVICES LIMITED (3)**

**DUTY OF CARE DEED  
relating to the North West Fire and Rescue Project**

THIS DEED is made on

2011

**BETWEEN**

16. (1) **SEYMOUR HARRIS LIMITED** incorporated in England and Wales registered company number 03523158 whose registered office is at 26 Highfield Road, Edgbaston, Birmingham, B15 3DP (the "**Consultant**");
17. (2) **BALFOUR BEATTY FIRE AND RESCUE NW LIMITED** incorporated in England and Wales registered company number 07403391 whose registered office is at 6<sup>th</sup> Floor, 350 Euston Road, Regent's Place, London NW1 3AX (the "**Contractor**"); and
18. (3) **MANSELL CONSTRUCTION SERVICES LIMITED** incorporated in England and Wales registered company number 01197246 whose registered office is at Roman House, Grant Road, Croydon, Surrey, CR9 6BU (the "**Building Contractor**").

**BACKGROUND**

- (A) BY A DESIGN AND BUILD CONTRACT DATED ON OR ABOUT THE DATE OF THIS DEED (THE "**BUILDING CONTRACT**") THE CONTRACTOR HAS APPOINTED THE BUILDING CONTRACTOR TO CARRY OUT IN RELATION TO THE SITES THE DESIGN AND CONSTRUCTION OF THE WORKS.
- (B) THE CONSULTANT HAS BEEN APPOINTED BY THE BUILDING CONTRACTOR UNDER A DEED OF APPOINTMENT DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011 (THE "**APPOINTMENT**") TO PROVIDE SERVICES IN RELATION TO THE WORKS.
- (C) THE CONSULTANT IS OBLIGED UNDER THE APPOINTMENT TO GIVE A WARRANTY IN THIS FORM IN FAVOUR OF THE CONTRACTOR.

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In this Deed unless the context otherwise requires, the following expressions shall have the following meanings:

- "**Funders Direct Agreement**" means the direct agreement dated on or about the date of this Deed between Cumbria County Council, Lancashire Combined Fire Authority and Merseyside Fire and Rescue Authority (together the "**Authorities**"), the Contractor, [Dexia Management Services Limited \(as Security Trustee\)](#) and Dexia Crédit Local (as Facility Agent); and
- "**Lender(s)**" means any organisation providing funding to the Contractor in connection with the carrying out of the Works.

1.2 Unless expressly defined otherwise in this Deed, any defined term in this Deed shall have the same meaning given to such term in the Building Contract.

**2. OPERATIVE PROVISIONS**

- In consideration of the payment of one pound (£1.00) by the Contractor to the Consultant, receipt of which the Consultant acknowledges:

### **3. CONSULTANT'S WARRANTY AND LIABILITY**

- 3.1 The Consultant warrants to the Contractor that it has carried out and will continue to carry out its duties under the Appointment in accordance with the Appointment and that it has exercised and will continue to exercise in the performance of those duties the reasonable skill care and diligence to be expected of a properly qualified member of its profession experienced in carrying out duties such as its duties under the Appointment in relation to works of similar scope, nature and complexity to the Works.
- 3.2 The Consultant shall be entitled in any action or proceedings by the Contractor to raise equivalent rights in defence of liability (except for set off or counterclaim) as it would have against the Building Contractor under the Appointment. Upon the expiration of twelve (12) years from the date of completion of the Works in accordance with the Building Contract, the liability of the Consultant under this Deed shall cease and determine, save in relation to any claims made by the Contractor against the Consultant and notified by the Contractor to the Consultant in writing prior thereto.

### **4. PROJECT DATA**

- 4.1 The Consultant hereby grants (or, if such grant cannot legally take place until a later date, agrees to grant) to the Contractor with effect from the date of this Deed or in the case of Project Data not yet in existence with effect from the creation thereof, a royalty-free non-exclusive licence (such licence to remain in full force and effect notwithstanding completion of the Consultant's obligations under the Appointment or the termination of the Appointment or the determination of the Consultant's engagement under it or any dispute thereunder or hereunder) to use and to reproduce all Project Data for any purpose whatsoever connected with the Works and such other purposes as are reasonably foreseeable including, but without limitation, the execution, completion, maintenance, letting, advertisement, modification, extension, reinstatement and repair of the Works, and such licence will carry the right to grant sub-licences and will be transferable to third parties. The Contractor will not hold the Consultant liable for any use it may make of the Project Data for any purpose other than that for which they were originally provided by it and such other purposes as are reasonably foreseeable unless the Consultant authorises such use and confirms the Project Data are suitable for it. The Consultant will not grant to any third party the right to use any of the Project Data save under any warranty it is obliged to give under the Appointment or hereunder or as otherwise required to enable it to fulfill its obligations under the Appointment.
- 4.2 The Consultant agrees on reasonable request at any time and following reasonable written prior notice to give the Contractor or those authorised by it access to the Project Data and to provide copies (including copy negatives and CAD disks) thereof at the Contractor's expense.
- 4.3 The Consultant warrants to the Contractor that he has used the standard of skill, care and diligence as set out in clause 3.1 to see that the Project Data (save to the extent 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.

### **5. INSURANCE**

- 5.1 The Consultant hereby covenants with the Contractor to:
- 5.1.1 take out Professional Indemnity insurance cover with a limit of indemnity of not less than £10,000,000 (ten million pounds) for each claim or series of claims

arising from the same original cause, source or event in relation to the Works and that it will maintain such insurance with reputable insurers carrying on business in the European Union from the date hereof until twelve (12) years after practical completion of the Works, provided that such insurance is generally available in the market to members of the Consultant's profession at commercially reasonable rates and (for the avoidance of doubt), provided further that payment of any increased or additional premiums required by insurers by reason of the Consultant's own claims record or other acts, omissions, matters or things peculiar to the Consultant will be deemed to be within the reasonable rates;

5.1.2 provide evidence in the form of a broker's certificate (as and when reasonably required by the Contractor to the extent permitted by the insurers of the Consultant) satisfactory to the Contractor of the Professional Indemnity insurance (referred to in clause 5.1.1) being in full force and effect from the date of the Appointment (such evidence to include details of the cover to the extent permitted by the insurers of the Consultant); and

5.1.3 provide the Consultant with copies of all notices under the Professional Indemnity Insurance (referred to in clause 5.1.1) relating to the Works to the extent permitted by the insurers of the Consultant;

5.1.4 provide the Contractor with notice of:

(a) any cancellation of the Professional Indemnity Insurance (referred to in clause 5.1.1) not less than ninety (90) days prior to the relevant cancellation date;

(b) any material changes to or suspension of cover relevant to the Works;

(c) any act, omission or event which may adversely affect the terms and the scope of the Professional Indemnity Insurance relevant to the Works or invalidate or render it unenforceable;

(d) provide (to the extent permitted by the insurers of the Consultant) such information to the Contractor as the Contractor may reasonably require in relation to any claim or circumstance notified to it under the Professional Indemnity Insurance in respect of the Works and any potential breach to the aggregate limit of the policy, subject to the Consultant's insurers agreeing that such information may be provided to the Contractor;

(e) disclose to the relevant insurers any matters which could reasonably be expected to be material in the context of the Works or any part of the Works.

## 6. LIABILITY OF PARTNERS

- Where the Consultant is a partnership, references in this Deed to the "Consultant" will be deemed to include reference to each and every present and future partner of such partnership and the liability of each and every such partner under this Deed will be deemed to be joint and several.

## 7. NOTICES

- Any notice to be given by either party hereunder will be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on the date of delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time recorded on the facsimile report sheet, provided that if any notice sent by hand or facsimile is sent after 4.45 pm on any day it will be deemed to be served on the next Business Day. Any notice sent by post will be deemed to have been duly served at the expiration of forty-eight (48) hours after the time of posting if the end of that period falls before 4.45pm on a Business Day and otherwise on the next Business Day.

## **8. ASSIGNMENT**

- The benefit of and the rights of the Contractor under this Deed may be assigned without the consent of the Consultant on two (2) occasions only and the Contractor will notify the Consultant in writing following any such assignment specifying the name and address of the assignee and the date of the assignment. The Consultant will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this Deed (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 Site or that the original beneficiary or any intermediate beneficiary has not suffered any or as much loss.

## **9. CONTRACTOR'S REMEDIES**

- The rights and benefits conferred upon the Contractor by this Deed are in addition to any other rights and remedies it may have against the Consultant including without prejudice to the generality of the foregoing any remedies in negligence.

## **10. INSPECTION OF PROJECT DATA**

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

## **11. STANDARDS OF PRODUCTS AND MATERIALS**

11.1 The Consultant warrants that it has exercised and will exercise reasonable skill, care and diligence in accordance with this Deed to see that it has not specified for use and it will not specify for use and (as appropriate) it has not authorised or approved and it will not authorise or approve the specification or use by others, of any products or materials not in conformity with relevant British or European Union Standards or Codes of Practice or which at the time of specification are widely known to members of the Consultant's profession within the European Union to be deleterious 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 they are used.

11.2 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 Contractor 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.

## **12. STEP-IN RIGHTS IN FAVOUR OF THE CONTRACTOR**

## NORTH WEST FIRE & RESCUE PFI

- 12.1 The Consultant will not exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Appointment or its engagement under it or discontinue or suspend the performance of any duties or obligations thereunder without first giving to the Contractor not less than thirty (30) days' prior written notice specifying the Consultant's ground for terminating or treating as terminated or repudiated the Appointment or its engagement under it or discontinuing or suspending its performance thereof and stating the amount (if any) of monies outstanding under the Appointment. Within such period of notice:-
- 12.1.1 the Contractor may give written notice to the Consultant that the Contractor will thenceforth become the employer under the Appointment to the exclusion of the Building Contractor and thereupon the Consultant will admit that the Contractor is the Building Contractor under the Appointment and the Appointment will be and remain in full force and effect notwithstanding any of the said grounds;
- 12.1.2 if the Contractor has given such notice as aforesaid or under clause 12.3 below, the Contractor shall accept liability for the Building Contractor's obligations under the Appointment and will as soon as practicable thereafter remedy any outstanding breach by the previous client which properly has been included in the Consultant's specified grounds and which is capable of remedy by the Contractor; and
- 12.1.3 if the Contractor has given such notice as aforesaid or under clause 12.3 below, the Contractor will from the service of such notice become responsible for all sums properly payable to the Consultant under the Appointment accruing due after the service of such notice but the Contractor will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the previous client under the Appointment.
- 12.2 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Contractor to the Consultant, the Contractor will not be under any obligation to the Consultant nor will the Consultant have any claim or cause of action against the Contractor unless and until the Contractor has given written notice to the Consultant pursuant to clause 12.1.1 or clause 12.3 of this Deed.
- 12.3 The Consultant further covenants with the Contractor that if the Building Contract is terminated the Consultant, if requested by the Contractor by notice in writing and subject to clause 12.1.2 and clause 12.1.3, will accept the instructions of the Contractor to the exclusion of the Building Contractor in respect of its duties under the Appointment upon the terms and conditions of the Appointment and will if so requested in writing enter into a novation agreement whereby the Contractor is substituted for the Building Contractor under the Appointment.
- 12.4 If two (2) or more valid notices are received on the same day any notice served by the Contractor shall be deemed to have first priority. Only the notice deemed to have first priority shall take effect and no other relevant notice will bind the Consultant.
- 12.5 The Building Contractor acknowledges that the Consultant will be entitled to rely on a notice given to the Consultant by the Contractor under clause 12.3 as conclusive evidence that the Building Contract has been terminated.
- 12.6 The Contractor may by notice in writing to the Consultant appoint another person to exercise its rights under this clause 12 subject to the Contractor remaining liable to the Consultant as guarantor for its appointee in respect of its obligations under this Deed.

**13. SUB-CONSULTANTS**

30.4 Following a written request from the Contractor the Consultant will (unless it has already done so) and/or procure that its sub-consultants execute a deed of collateral warranty in the relevant form specified in the Appointment in favour of any person in whose favour the Appointment obliged the Consultant to give or procure the giving of such a warranty.

**14. APPLICABLE LAW AND JURISDICTION**

30.5 This Deed and any non-contractual obligations arising out of or in connection with it will be construed in accordance with English law and be in all respects subject to the exclusive jurisdiction of the English courts.

**15. THIRD PARTY RIGHTS**

30.6 This Deed and any non-contractual obligations arising out of or in connection with it 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 Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

30.7 **IN WITNESS** of which this document is executed as a Deed and is delivered on the date first before written

30.8 **EXECUTED AS A DEED** by the Consultant acting by a Director

30.9 and its Secretary/two Directors:

30.10

30.11

  
ANTHONY B CLARKE

30.12 Director

30.13

 JOHN E ABBOTT

30.14

30.15 Director/Secretary

**NORTH WEST FIRE & RESCUE PFI**

**EXECUTED AS A DEED** by **MANSELL CONSTRUCTION SERVICES LIMITED** acting by duly appointed attorney

.....

in the presence of:

..... Witness Signature

..... Witness Name

..... Witness Address

.....

**EXECUTED AS A DEED** by **BALFOUR BEATTY FIRE AND RESCUE NW LIMITED** acting by its duly appointed attorney

.....

in the presence of:

..... Witness Signature

..... Witness Name

..... Witness Address

.....



SCHEDULE 8

Design Responsibilities Checklist

- ✓ Denotes design input required
- ✓✓ Denotes design responsibility/accountability
- \* Denotes information required for decant sites

General	α	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
Acoustic Design - Building Fabric		√				√√	
Acoustic Design - Building Services		√		√		√√	
Checking S/C Calculations			√	√			
Checking S/C Drawings		√	√	√			
Energy Efficiency Evaluation Part L		√		√√	√		
Fire Engineering Strategy		√√		√			HCD
Interior Design/Space Planning		√√					
IT Design - Wireways		√		√√			
IT Installation		√		√		√	Client
CCTV Design (N/A)		√		√		√√	
Security System Design - Wireways		√		√√	√		
BMS System Design				√	√	√√	
Design Co-ordination ( Lead Designer )		√√	√	√	√	√	
Services Design				√√	√		
U Values/Condensation Calcs		√√		√			
Lifts Finishes		√√		√		√	
Lift Size / Analysis of lift traffic		√		√√			
Provision for the Control of Solar Gain		√		√√			
Daylight Modelling		√		√√			
Room Data Sheet							Client
Specifications ( & Schedules M&E Only)							
a) Architectural		√√	√	√			
b) Structural		√	√√				
c) Building services		√		√√			

**NORTH WEST FIRE & RESCUE PFI**

<b>Legal</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsitnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
Building Regs/Fire Officer/Calcs/Access		√√	√	√	√	√	HCD
CDM/Compliance	√√	√	√	√	√	√	Client
DDA / Part M		√√		√			
Design Conformance Certification		√	√	√			
Highways Design 278, 106, Negs & Applications	√	√	√√	√			
Planning Submission, Discharge and Samples	√	√√	√	√			
BREEAM	√√	√	√	√	√	√	FB
Party Wall Agreements	√√	√	√				
Statutory Services?	√		√	√√			
Sewer Heading			√√				
Electrical Capacity				√√			
Gas Capacity				√√			
Telecommunications				√√			Client
Water Capacity				√√			
<b>Site Works</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsitnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
Archaeological Inspections		√					√√
Dilapidation Survey - Buildings/Site/Services	√√						
Soil Survey/Report	√		√			√√	
Survey of all Existing Underground Services	√√			√			
Topographical Survey							Client
<b>Drainage</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsitnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
SUDS ( Attenuation )		√	√			√√	
Survey of Provisions for Below Ground Drainage External	√√	√	√				
Foul Water Drainage Below Ground		√	√√	√			
Foul Water Drainage Above Ground		√	√	√√		√	
Roof / Rain Water Drainage		√	√	√		√√	
Road & Parking Drainage		√	√√				

**NORTH WEST FIRE & RESCUE PFI**

<b>Foundations/Groundworks</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnslnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
Adjoining Properties	√√	√	√			√	
Allowance for M&E Loading		√	√√	√		√	
Avoidance of Existing Services	√√	√	√	√		√	
Basement Waterproofing and Insulation	√	√√	√	√			
Dead & Superimposed Loading		√	√√	√			
Ground Floor Slab inc. Joints/Bays		√	√√			√	
Pad & Ground Beams		√	√√				
Pad & Strip		√	√√				
Pile Testing Philosophy			√√				
Piling Type		√	√			√√	
Retaining Walls (construction )		√	√√				
Service Trenches/Pits/Holes & Slots		√	√	√√		√	
Service Trenches/Pits/Holes & Slots (Setting out)		√√	√	√			
Settlement			√√				
Sulphates			√√				
Suspended Ground Floor Slab		√	√√				
Gas Venting		√	√√			√	
Thickenings/Crane Base Incorporation			√			√	√√
Underfloor Insulation		√√	√	√			
Isolation / Movement Joints		√	√√				
Vibro Compaction			√			√√	
Lift Pit Construction		√	√√			√	
Ground Level Junction - Water Proofing Detail		√√	√				
Reinforcement			√√				

**NORTH WEST FIRE & RESCUE PFI**

<b>Structural Frame</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsitnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
Beam Intrusion of Stairwells / Openings		√√	√				
Bolt Intrusion to Finishes		√√	√				
Connection Design			√			√√	
Downstand/Upstand Beams		√	√√				
Ext Envelope Support Rails, Trimming for openings in main frame and appliance doors		√	√√			√	
Ext Envelope Support Rails, Trimming for openings in main frame and appliance doors		√√				√	
Fire Protection steel frame		√√	√				
Steel Frame / Concrete Design		√	√√	√			
Holorib Decking and Reinforcement		√	√			√√	
Frame Setting Out		√	√√			√	
Secondary Steelwork/Support Design		√	√√			√	
Storey Heights, Headroom and Escape Widths		√√	√	√			
In-situ Concrete Flooring		√	√√				
Load-bearing Walls, Bricks/Blocks Concrete		√	√√				
Movement Joints / Structural Support		√	√√			√	
Protection Systems for Steelwork		√	√√			√	
PC Concrete/In-situ Concrete/Steel/Composite		√	√√			√	
PC Pre-stressed Floor		√	√			√√	
Stairs- Precast/In-situ/Pockets for Balustrades		√	√			√√	
Temporary Bracing			√√			√	
Lift Shaft - Lifting Beams Design of Incorporation into Main Frame		√	√√			√	

**NORTH WEST FIRE & RESCUE PFI**

<b>Envelope and Roof</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsltnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
Access Routes inc. Fall Arrest		√√		√	√	√	
Building Setting out		√√	√			√	
Build Up		√√	√	√		√	
Roof Structure & Decking / Concrete Works		√	√√			√	
Roof structure purlins and secondary supports		√	√			√√	
Roof Perforations/Penetrations		√	√	√√	√	√	
Roof Perforations/Penetrations (Setting out)		√√	√		√	√	
Roof Upstands and Parapets		√√	√	√	√	√	
Design Loadings, - Wind/Rain/Thermal/Plant		√	√√	√	√		
Lightning Conduction		√		√	√	√√	
Flashings & Weathering Seals		√√				√	
Roof Glazing		√	√	√		√√	
Louvres		√	√	√√	√		
Setting out of Louvres		√√		√	√		
Cleaning Strategy accessibility		√√		√	√	√	
M & E Connections to Louvres		√		√		√√	
Ironmongery, Security & Means of Escape		√√		√		√	
Ironmongery for Opening Lights/Windows		√		√		√√	
Cladding Design		√	√			√√	
Cladding to Structural Frame Interfaces		√√	√			√	
Cavity Insulation & Cold Bridging		√√		√			
Cladding Design – Rain/Thermal/ U Values		√√	√	√		√	
Cladding Design – Wind loadings		√	√√			√	
Cladding Acoustic Design		√				√	Asy
Cladding Fire Design/Smoke Evacuation		√√				√	
External Doors in Cladding		√√				√	
Glass – Safety/Sun Control/Reflective		√√		√		√	
Glazing % of Opening Lights for Smoke Evacuation/ Ventilation		√		√√			

**NORTH WEST FIRE & RESCUE PFI**

<b>Internal Walls</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsltnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
Setting Out		√√					
Block Walls – Load bearing / Non-load bearing		√√					
Blockwork and /or Dry Lining:		√√					
Specification		√√					√
Drawings		√√					
Structural Loadings & Stability of blockwork		√	√√				
Movement Joints & Stability of blockwork		√	√√				
Lintels to blockwork walls ( from Architects door schedule)		√	√√				
Windposts		√	√√				
Fire & Acoustic Seals		√√		√		√	Acou
SFS		√	√	√		√√	
Partitioning - Proprietary/Solid/Glazed		√√				√	Acou
Sliding Partitions/Openable Walls		√√	√			√	Acou
Skirtings & Architraves/Plaster Stops & Beads		√√					
Vision Panels		√√					
Window Sills & Soffit Linings		√√					
Deflection Head Details		√√	√			√	
Perforations Through Walls i.e. Services, etc.		√		√	√√		
Toilet Partitions & Doors		√√				√	
Water Heaters/Hand Dryers Positions		√		√√			

**NORTH WEST FIRE & RESCUE PFI**

<b>Fire Protection</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsltnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
External Landing at Escape Doors		√√	√				
Fire Alarms - Break Glass Points/Positions <b>Wave 1-3 Arup remainder sub Contract Design</b>		√		√√	√√		
Fire Barriers in Ceilings & Roofs		√√		√			
Fire Barriers in Cladding Cavities		√√				√	
Fire Barriers within Floor & Wall Trunkings		√√		√		√	
Fire Doors - Timber/Steel/Certification	√	√√				√	
Fire Fighting Access Zones		√√		√			
Fire Stopping around Ducts & Cables (Vertical)		√		√√	√		
Fire Stopping to Holes in Slabs		√√		√			
Fire Resistant Dry-lining If Applicable		√√		√			
Internal Fire Walling between Lift Shafts		√√	√			√	
Heat/Smoke Detectors <b>Wave 1-3 Arup remainder sub Con.</b>		√		√√		√√	
Illuminated Fire Escape Signs (Statutory Signage)		√		√√			
Standard Statutory Signage		√√				√	
Heat/Light/Power & Vent		√		√√		√	
Sprinkler Tanks/Pumps/Testing,		√		√	√√		
Floors acting as Horizontal Fire Breaks		√√	√	√			
Disable Person Protected Areas		√√		√			

<b>Floor, Wall &amp; Ceiling Finishes</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsltnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
Room Data Sheets	√	√	√	√	√		Client
Door Schedules		√√					
Finishes Schedules		√√					
Ceilings - Access Hatches & Panels		√√		√	√		
Ceilings - Bulkhead Formations/Window Clearance		√√					
Co-ordination of Floors/Walls/Ceilings/Services		√√		√	√		
Screed Type - Thickness/Reinforced as applicable		√√					
Stair Nosings / Edgings		√√					
Architectural Metal Work - Staircases		√	√			√√	
Structural Design of Staircases		√	√			√√	
Handrail Fixing		√	√			√√	
Ceiling & Floor Junctions to Glazing/Framework		√√	√			√	

**NORTH WEST FIRE & RESCUE PFI**

<b>External Works</b>	<b>α</b>	<b>Arch</b>	<b>C&amp;S Eng</b>	<b>M&amp;E Cnsltnt</b>	<b>M+E Sub-Con</b>	<b>Sub-Con</b>	<b>Other</b>
Setting Out Dims / Co ordinates		√√					
Boundary Walls / Fences & Gates		√	√				GW
Car Parks – Conc / Asphalt/Block Paving / Bitmac construction		√	√√				
Duct/Road Crossing construction		√	√√	√			
Formation of Crossovers - LA Approval		√	√√	√			
Landscaping Hard - Detailed Design/Spec.		√	√				GW
Landscaping Soft		√					GW
External Lighting		√		√√			
Car Park Markings		√√					
Roads - Concrete/Asphalt/Block Paving		√	√√				
Security <b>Wave 1-3 Arup remainder sub Contract Design</b>		√		√√			
Steps/Ramps/Handrails/Barriers/Disabled Ramps		√√	√	√			



NORTH WEST FIRE & RESCUE PFI

Mechanical, Electrical and Public Health	α	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
Hot & Cold Water Services		√		√√			
Ventilation System		√		√√			
Air Conditioning System		√		√√	√		
Electrical Services		√		√√	√		
Heating System		√		√√	√		
CCTV System <b>Wave 1-3 Arup remainder sub Contract design</b>		√		√√	√√		
Internal Soil Pipe Systems		√	√	√√			
Internal Soil Pipe / RWP systems setting out		√√	√	√			
Internal RWP Systems		√	√	√		√√	
BMS Controls & Sensors		√		√		√√	
Emergency Lighting/Security Lighting		√		√√			
Intruder Alarms/Security Systems <b>Wave 1-3 Arup remainder sub Contract Design</b>		√		√√	√√	√	
Production of BWICS Drawings		√		√	√√		
Boiler Flues - Support/Appearance/Height		√	√	√	√√		
Earthing/Cross Bonding		√		√√			
Incoming Electricity Panel		√		√√	√		
External Power Supply		√		√√			
External Steps/Ramp/ Pipework Trace Heating		√		√	√√		
External Watering Points		√		√√			
Fire and Safety Notices		√√		√		√	
Gas Supply & Systems		√		√√			
Hand Held Fire Appliances		√				√	
Heat Loss Calculations / Loadings / Occupancy, etc		√		√√			
HSE Shock Notices		√		√	√√		
HVAC Control Panels / Mimic Controls		√		√	√√		
Lighting – General / Internal / External		√		√√			
Lightning Protection – Tapes / Earth Rods		√		√√		√√	
Sanitary Ware Schedules		√√		√		√√	
Small Power Distribution / Busbars		√		√√			
Lift System		√		√√		√√	
Lift Power Supply / Fire Alarm and Telecom Interface		√		√√		√	

Client: Balfour Beatty Capital

Date: 14 February 2011

Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

for

**North West Fire,  
Fleetwood Fire Station**

HCD Management Ltd  
Regent House  
Bath Avenue  
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## Introduction

The Pre Construction Information provides information regarding Health & Safety hazards for those bidding for or planning work and for the development of the construction phase plan. The level of details contained is proportionate to the risks involved in the project.

## Pre Construction Information Issue Register

	<b>Revision</b>	<b>Information Issued By:</b>	<b>Information Issued To:</b>	<b>Date Issued:</b>
1	Preferred Bidder Status Revision	HCD Management Ltd	Balfour Beatty Capital Design Team	16 July 2010
2	Update to Section 1 – Key Dates Update to Section 4 –Significant Design and Construction Hazards	HCD Management Ltd	Balfour Beatty Capital Design Team	23 September 2010
3	Addition of Fire service contact details Amendment to Existing Site Information Updated Principal Contractor Details	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	16 November 2010
4	Update to 1 project programme Update to 2 Existing Information Update to 3b(i) Asbestos Update to 4 Design hazards	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	8 February 2011

<b>Issued By</b>	<b>Date</b>	<b>Checked by</b>	<b>Date</b>
Fran Watkins	14 February 2011	Richard Powell	14 February 2011



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- 1 **Description of the Project**
  - 1a - Project Description and Programme Details
  - 1b – Project Directory – Key Participants
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  - 1d – Extent of Existing Plans Records and Plans
  
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<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	Demolishing the existing fire station and replacement with a two bay fire station at Radcliffe Road, Fleetwood.
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	Start on site: 28/3/11  Completion: 1/6/12
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
<b>Fire Service Local Contacts</b>	Lancashire Fire and Rescue Service Service Headquarters Garstang Road Fulwood Preston PR2 3LH		01772 862545	
	Estates Department Lancashire Fire and Rescue Service Service Headquarters Garstang Road Fulwood Preston PR2 3LH	Ian Riding	01772 866918	ianriding@lancsfireandrescue.org.uk
	Fleetwood Fire Station Radcliffe Rd Fleetwood FY7 6UJ		01253 874050	

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	f.holloway@seymourharris.com
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	gwright@blueskyarchitects.co.uk
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk



<b>1.</b>	<b>Description of the project</b>			
<b>(b)</b>	<b>Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>			
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk





<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The site is located within a residential area, the risk of unauthorised entry to the site particularly by children is great, suitable fencing and security measures should be implemented.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007, in particular Schedule 2.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
<b>(i)</b>	<b>Site hoarding requirements. Site definition.</b>
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding taking into account the need for security on site...</p> <p>Statutory site signage requirements apply.</p>
<b>(ii)</b>	<b>Site Transport arrangements or vehicle movement restrictions.</b>
	<p>The contractor should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
<b>(iii)</b>	<b>Client site rules and any permit-to-work systems.</b>
	<p>North West Fire Consortium operate no permit to work system in respect of works to be undertaken prior to financial close, post financial close the Principal Contractor is to develop their own system.</p>
<b>(iv)</b>	<b>Fire precautions</b>
	<p>In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fires safety plan for the site should be developed. The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining residential properties on Radcliffe Road.</p>
<b>(v)</b>	<b>Emergency procedures and means of escape</b>
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>As the site is adjacent to occupied residential properties, suitable procedures for liaison with the occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project. (Continued)</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining properties
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	There are double yellow lines on the road adjacent to the site. There are no parking restrictions on the adjoining roads, however care should be taken not to impede access to neighbouring properties.  Smoking is not permitted on site unless in an authorised smoking area.

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	Access to site is via the A585 and A587 turning onto Radcliffe Road, the site is at the junction of Radcliffe Road and Peel Road.
(ii)	Any restrictions on deliveries or waste collection or storage.
	To avoid inconveniencing local residents, if it is not possible to establish a waiting bay for delivery vehicles within the site constraints. the contractor should establish a holding point outside the immediate area, utilising just in time deliveries to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	Fleetwood Road is a residential Road, with the Blackpool tramway running down the opposite side of the road on a dedicated fenced track.  There is a car retailer on the corner with Peel Road.
(iv)	Existing storage of hazardous materials.
	None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.
	Information in relation to existing services drawings is provided at 1(d). There is currently no internal information for the existing building other than that which can be obtained visually.  It is understood that a large water main diagonally crosses the north east corner of the site, Arups hazard identification suggests that Mansells should identify and avoid the water main crossing the site, Mansells are to identify and clearly mark all existing services prior to commencement on site and undertake any necessary actions.
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	See (vii)
(vii)	Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).
	The structural engineer is undertaking further investigations into the availability of record information in relation to the existing building, if record information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.

3.	Environmental restrictions and existing on-site risks
	<p>There is a buried fuel tank and pumps, the locations are to be confirmed with the Fire Authority before excavation work commences on site. If the tank is to be removed then a safe method of emptying and removal of the tanks to be developed to avoid possible spread of contamination a specialist contractor and advice should be employed, in accordance with guidance from Arups.</p> <p>Given the site history buried obstructions are anticipated to be present on the site associated with current development, Arups state that obstructions should be carefully removed to prevent disturbance to natural formation materials and any excavations backfilled with engineered granular fill.</p>
(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	<p>Pockets of Loose and made ground have been identified through the Ground Investigation. Trial Pit instability was noted in deeper excavations during the Ground Investigation in natural granular deposits. Arups state that a competent person should assess the stability of excavations.</p> <p>Contractor to excavate safe side slopes where required for deep excavations or provide excavation support.</p> <p>No man entry into unstable excavations or any excavation deeper than 1.2m.</p> <p>Also Shallow groundwater was encountered during the ground investigation, it is suggested that failure to control water levels could result in running sand entering excavations which would cause significant disturbance to the formation strata at the site and excavation stability. Arups suggest the contractor is to implement groundwater control as required and to consider seasonal factors in planning groundworks.</p>
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	Not applicable
(x)	Health and Safety information contained in earlier design, construction or "as built" drawings, such as details of pre-stressed or post tensioned structures
	Not applicable



<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
<b>(i)</b>	Asbestos, including results of surveys, (particularly where demolition is involved).
	<p>A Type 2 survey has been undertaken of the existing building A Pre-refurbishment and Demolition survey was carried out during September 2010 by AEC. A copy of the survey is available on the project share site, Section 1 – No ACM's were found during the survey.</p> <p>Reference should be made to the results of the Ground Investigation Report in relation to the potential for Asbestos ground contamination on site. Asbestos was encountered in the made ground during the 2008 Ian Farmer investigation. The asbestos encountered was Amosite (brown asbestos). However no asbestos was encountered as part of the 2010 additional survey, it is understood that Mansells have sought specialist advice from AEC to assist with formulating a method statement in this respect.</p>
<b>(ii)</b>	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
<b>(iii)</b>	Existing structures containing hazardous materials
	<p>It is noted that there may be some pockets of contamination on site. Arups state that the contractor is to provide appropriate good practice and PPE for his site operations. All excavated material to be inspected for evidence of contamination, If significant contamination is encountered the engineer is to be informed so that further assessment can be carried out.</p> <p>Clean topsoil is to be used in soft landscaping areas of the site.</p> <p>Also it is known that the buried tank has been infilled with slurry, however there may still be contamination in the tank and surrounding soil. Any works to the tank are to be undertaken following Arups Method Statement.</p>
<b>(iv)</b>	Health risks arising from Clients activities
	None known to the CDM Co-ordinator
<b>(v)</b>	Any other health hazards.





3.	<b>Environmental restrictions and existing on-site risks</b>
	None known to the CDM Co-ordinator

<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	<p>The Architect has noted the following</p> <ul style="list-style-type: none"> <li>• Concern re construction of flag poles, alerter masts and monopoles.</li> <li>• Project is within Flood zone, flood mitigation measures to be adopted.</li> <li>• Main Radcliffe road is difficult to negotiate on a first visit. It has a tram way running down the centre of the road spanning a dual carriage way. Traffic is required to cross the tram line to exit towards the motorway.</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechincs hazard risk register 10/2/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul> <p>Arups are in the process of updating the generic information to incorporate more site specific detail, this information will be uploaded to the share site and circulated to the design team when available.</p>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
	To be agreed with the Client
<b>(c)</b>	<b>Contents</b>
	<p>In accordance with paragraph 263 of the HSE Approved Code of Practice and Guidance for the Construction (Design and Management) Regulations 2007, the Health and Safety File element of the "Combined Operating and Maintenance Manual and Health and Safety File" will contain the following:</p> <ol style="list-style-type: none"> <li>1. A brief description of the work carried out.</li> <li>2. Residual hazards and how they have been dealt with (for example surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services.)</li> <li>3. Key structural principles incorporated into the design of the structure (e.g. bracing, sources of substantial stored energy - including pre or post tensioned members and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there.</li> <li>4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off).</li> <li>5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).</li> <li>6. Health and safety information about equipment provided for cleaning or maintaining the structure.</li> <li>7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc.</li> <li>8. Information and as built drawings of the structure, its plant and equipment (e.g. the means of safe access to and from services voids and risers, fire doors and compartmentation.)</li> </ol>

Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

for

**North West Fire,  
Blackburn Fire Station  
Client**

HCD Management Ltd  
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Issued By	Date	Checked by	Date
Fran Watkins	8 February 2011	Richard Powell	8 February 2011



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<b>1.</b>	<b>Description of the project</b>			
<b>(a)</b>	<b>Project description</b>			
	Replacement of the existing fire station with a new purpose built community three bay fire station on a new site bounded by Byrom Street, Pembroke Street and Canterbury Street, Blackburn.  This document refers to the new build site only.			
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>			
	Start on site: 4/3/11  Completion 10/2/12			
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>			
	The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.			
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<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk

<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Fire Service Local Contacts</b>	Lancashire Fire and Rescue Service Service Headquarters Garstang Road Fulwood Preston PR2 3LH		01772 862545	
	Estates Department Lancashire Fire and Rescue Service Service Headquarters Garstang Road Fulwood Preston PR2 3LH	Ian Riding	01772 866918	<a href="mailto:ianriding@lancsfireandrescue.org.uk">ianriding@lancsfireandrescue.org.uk</a>
	Blackburn Fire Station Byrom Street Blackburn BB2 2LE	01254 52111		
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	<a href="mailto:f.holloway@seymourharris.com">f.holloway@seymourharris.com</a>
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	<a href="mailto:gwright@blueskyarchitects.co.uk">gwright@blueskyarchitects.co.uk</a>





<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	<a href="mailto:martin-s.hall@arup.com">martin-s.hall@arup.com</a>
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	<a href="mailto:darren.carr@arup.com">darren.carr@arup.com</a>
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	<a href="mailto:graham.munday@arup.com">graham.munday@arup.com</a>
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	<a href="mailto:claire.halestrap@groundwork.org.uk">claire.halestrap@groundwork.org.uk</a>
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	<a href="mailto:mark.platt@impactpartnership.com">mark.platt@impactpartnership.com</a>
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	<a href="mailto:fwatkins@hcdgroup.co.uk">fwatkins@hcdgroup.co.uk</a>



<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	<a href="mailto:pwelsh@mansell.plc.uk">pwelsh@mansell.plc.uk</a>



<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.  The proposed site BLB/BARC/80 Rev C denotes the legal and construction boundaries for the site

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The site is located close to the centre of Blackburn. The surrounding area comprises mainly industrial units (some vacant) and is not well frequented outside working hours. As such the site is likely to be open to vandalism and theft. The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007, in particular Schedule 2.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
(i)	Site hoarding requirements. Site definition.
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding, taking into account the need for security on site.</p> <p>Statutory site signage requirements apply.</p>
(ii)	Site Transport arrangements or vehicle movement restrictions.
	<p>The contractor should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
(iii)	Client site rules and any permit-to-work systems.
	There is currently no permit to work system in place, post financial close the Principal Contractor is to develop and implement their own system.
(iv)	Fire precautions
	In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fires safety plan for the site should be developed. The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points.
(v)	Emergency procedures and means of escape
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>Suitable procedures for liaison with the occupiers of nearby units including the fire station, in event of an emergency situation must be included in the Construction Phase Plan.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines.
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	The adjoining roads form part of the main arterial route into Blackburn and access to the existing fire station. No contractor parking is available on the surrounding roads, the contractor should therefore ensure that all parking is confined to the site compound area.
	No smoking is permitted on site unless in an authorised smoking area.

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	<p>The site is located off the A666 and A6177, this is a busy junction on the route into Blackburn, surrounding areas may become congested particularly during times of peak traffic flow.</p> <p>There are wig wag lights and marked traffic lanes on the adjoining roads providing an access route to traffic from the existing fire station.</p> <p>There is no parking available on the adjacent roads.</p>
(ii)	Any restrictions on deliveries or waste collection or storage.
	It is suggested that a clear site access is constructed as early as possible to prevent any potential for conflict with the temporary fire station and traffic on adjoining roads.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	<p>The existing fire station is on Byrom Street adjacent to the proposed site, as noted in 3(a)i the site is located on busy arterial roads.</p> <p>There is a Royal Mail delivery centre on Freckleton Street close to the site.</p>
(iv)	Existing storage of hazardous materials.
	None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.
	Information in relation to existing services drawings is provided at 1(d)

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	<p>The structural engineer is undertaking further investigations into the availability of record information in relation to the existing building.</p> <p>Where existing information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.</p>
(vii)	Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).
	Not relevant to the scope of works
(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	Arups hazard risk register notes pockets of loose and made ground with instability in deeper excavations. Contractor to assess and provide support where necessary.
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	Not applicable
(x)	Health and Safety information contained in earlier design, construction or "as built" drawings, such as details of pre-stressed or post tensioned structures
	See 3 (a)(vii)



<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
(i)	Asbestos, including results of surveys, (particularly where demolition is involved).
	Not applicable
(ii)	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
(iii)	Existing structures containing hazardous materials
	Extract from the Hazard Risk Register prepared by Arups:  Significant contamination is not expected to be present on the site. Possible presence of localised contamination. It is suggested that the engineer be contacted if significant hydrocarbon contamination is found – see Hazard Risk Register on share site for more information.
(iv)	Health risks arising from Clients activities
	Not applicable
(v)	Any other health hazards.
	None known to the CDM Co-ordinator

<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	<p>The Architect has noted the following:</p> <ul style="list-style-type: none"> <li>• Generally - the construction of flag poles, alerter masts and monopoles.</li> <li>• Steep gradient to the site</li> <li>• Existing buried drain recently discovered that crosses the site from east to west, risk of other buried services currently not known.</li> <li>• Defining the boundary line correctly along the east of the site, an existing easement runs adjacent to the boundary.</li> <li>• IRU appliance manoeuvrability during construction from the existing fire station. The IRU currently needs to reverse onto a lay-by and overhangs the kerb line on the west boundary. Position of the secure fence line during construction would need to take this into account.</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechincs hazard risk register 08/02/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
	To be agreed with the Client
<b>(c)</b>	<b>Contents</b>
	<p>In accordance with paragraph 263 of the HSE Approved Code of Practice and Guidance for the Construction (Design and Management) Regulations 2007, the Health and Safety File element of the "Combined Operating and Maintenance Manual and Health and Safety File" will contain the following:</p> <ol style="list-style-type: none"> <li>1. A brief description of the work carried out.</li> <li>2. Residual hazards and how they have been dealt with (for example surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services.)</li> <li>3. Key structural principles incorporated into the design of the structure (e.g. bracing, sources of substantial stored energy - including pre or post tensioned members and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there.</li> <li>4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off).</li> <li>5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).</li> <li>6. Health and safety information about equipment provided for cleaning or maintaining the structure.</li> <li>7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc.</li> <li>8. Information and as built drawings of the structure, its plant and equipment (e.g. the means of safe access to and from services voids and risers, fire doors and compartmentation.)</li> </ol>

Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

**for**

**North West Fire,  
Burnley Fire Station**

HCD Management Ltd  
Regent House  
Bath Avenue  
Wolverhampton

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Web: [www.hcdgroup.co.uk](http://www.hcdgroup.co.uk)



## Introduction

The Pre Construction Information provides information regarding Health & Safety hazards for those bidding for or planning work and for the development of the construction phase plan. The level of details contained is proportionate to the risks involved in the project.

## Pre Construction Information Issue Register

	<b>Revision</b>	<b>Information Issued By:</b>	<b>Information Issued To:</b>	<b>Date Issued:</b>
1	Preferred Bidder Status Revision	HCD Management Ltd	Balfour Beatty Capital Design Team	16 July 2010
2	Update to Section 1 – Key Dates Update to Section 4 –Significant Design and Construction Hazards	HCD Management Ltd	Balfour Beatty Capital Design Team	23 September 2010
3	Addition of Fire service contact details Amendment to Existing Site Information	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	16 November 2010
4	Update to 1 project programme Update to 2 Existing Information Update to 3b(i) Asbestos Update to 4 Design hazards	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	10 February 2011

<b>Issued By</b>	<b>Date</b>	<b>Checked by</b>	<b>Date</b>
Fran Watkins	8 February 2011	Richard Powell	8 February 2011



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<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	The project comprises the demolishing of the existing fire station and replacement with a new purpose built community four bay fire station at Belvedere Road, Burnley
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	Start on site: 27/2/12  Completion: 21/6/13
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
<b>Fire Service Local Contacts</b>	Lancashire Fire and Rescue Service Service Headquarters Garstang Road Fulwood Preston PR2 3LH		01772 862545	
	Estates Department Lancashire Fire and Rescue Service Service Headquarters Garstang Road Fulwood Preston PR2 3LH	Ian Riding	01772 866918	ianriding@lancsfirerescue.org.uk
	Burnley Fire Station Belvedere Rd Burnley BB10 3AA		01282 423240	





<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	f.holloway@seymourharris.com
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	gwright@blueskyarchitects.co.uk
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	<a href="mailto:graham.munday@arup.com">graham.munday@arup.com</a>



<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk



<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.  Title site plan NU/PB/ARC/80 denotes the area and boundaries of the site.

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The site is located within a residential area and adjacent to a school and park, the risk of unauthorised entry particularly by children is great, suitable fencing and security measures should be implemented.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007, in particular Schedule 2.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
<b>(i)</b>	<b>Site hoarding requirements. Site definition.</b>
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding taking into account the need for security on site.</p> <p>Statutory site signage requirements apply</p>
<b>(ii)</b>	<b>Site Transport arrangements or vehicle movement restrictions.</b>
	<p>The contractor should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
<b>(iii)</b>	<b>Client site rules and any permit-to-work systems.</b>
	<p>There is currently no permit to work system in place, post financial close the Principal Contractor is to develop and implement their own system</p>
<b>(iv)</b>	<b>Fire precautions</b>
	<p>In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fire safety plan for the site should be developed. The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining properties.</p>
<b>(v)</b>	<b>Emergency procedures and means of escape</b>
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>As the site is adjacent to occupied residential buildings and a sports centre, suitable procedures for liaison with the occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>



<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project. (Continued)</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining properties
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	There are double yellow lines on the roads adjacent to the site. There are also parking restrictions in place on the adjoining roads, it is suggested that where possible the contractor restricts parking to within the confines of the site.  Smoking is not permitted on site unless in an authorised smoking area.

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	Access to site is via Belvedere Road or Ormerod Road.
(ii)	Any restrictions on deliveries or waste collection or storage.
	There are double yellow lines restricting parking and waiting on the adjoining roads, if it is not possible to establish a waiting bay for delivery vehicles within the site constraints. the contractor should establish a holding point outside the immediate area. utilising just in time deliveries to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	Belvedere Road is residential road, There is a school – St Thomas RC school behind the site and a park on the opposite side of Ormerod Road. There is a traffic light operated pedestrian crossing on Belvedere Road opposite the site.
(iv)	Existing storage of hazardous materials.
	None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.
	Information in relation to existing services drawings is provided at 1(d). A ground penetration survey has been carried out, however the contractor is to identify positions of services prior to commencement of works and to plan work accordingly.
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	See (vii)

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards. (Continued)</b>
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	<p>There is a buried fuel tank and diesel pump in the eastern part of the site, safe emptying and removal is to be organised by the contractor in accordance with Arups Hazard Risk Register. Any areas of contamination requiring remediation are to be treated prior to the start of the works.</p> <p>The site history indicates there is a likelihood of buried structures present on site, these should be carefully removed and any excavations backfilled with engineered granular fill.</p> <p>With regards to demolitions, the structural engineer is undertaking further investigations into the availability of record information in relation to the existing building. Where existing information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.</p>
(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	<p>Pockets of made ground have been identified through the ground investigation, Arups hazard identification indicates that competent person should assess the stability of excavations, with safe side slopes and support to be provided where necessary. No man entry into unstable excavations or any excavation deeper than 1.2m.</p> <p>It should be noted that although no evidence of mineworkings under the site has been found, there is a low risk of unrecorded shafts being present. Arups hazard risk register suggests that all excavations are inspected for evidence of unrecorded shafts and the engineer informed of any shafts identified.</p>
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	None known to the CDM Co-ordinator
(x)	Health and Safety information contained in earlier design, construction or "as built" drawings, such as details of pre-stressed or post tensioned structures
	Not applicable



<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
<b>(i)</b>	Asbestos, including results of surveys, (particularly where demolition is involved).
	<p>Reference should be made to the Type 2 survey undertaken on the property. A Pre-refurbishment and Demolition survey was carried out during August 2010 by AEC. A copy of the survey is available on the project share site, Section 1 – Executive Summary provides a list of ACM's found on the premises.</p> <p>The survey noted that access was not available to behind the double skinned plasterboard in some areas, (some of the areas available for inspection showed presence of asbestos) the contractor should ensure any necessary investigations are undertaken prior to commencement of works in these areas.</p>
<b>(ii)</b>	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
<b>(iii)</b>	Existing structures containing hazardous materials
	<p>The GI indicates that there are some concentrations of contamination, but that these are unlikely to pose a significant hazard, Arups suggest that the contractor is to ensure good practice on site and to inform an engineer should significant contamination be discovered.</p> <p>The contractors procedures in this respect should be included in the Construction Stage Plan</p>
<b>(iv)</b>	Health risks arising from Clients activities
	None known to the CDM Co-ordinator
<b>(v)</b>	Any other health hazards.
	None known to the CDM Co-ordinator.



<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	The Architect has noted the following <ul style="list-style-type: none"> <li>• Generally - the construction of flag poles, alerter masts and monopoles.</li> <li>• Adjacent to a school, school parking on Ormerod road, may cause difficulties for construction traffic.</li> <li>• Boundary wall to neighbouring residential property, forms part of the existing fire station and needs to be considered during demolition</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechincs hazard risk register 8/2/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
	To be agreed with the Client
<b>(c)</b>	<b>Contents</b>
	<p>In accordance with paragraph 263 of the HSE Approved Code of Practice and Guidance for the Construction (Design and Management) Regulations 2007, the Health and Safety File element of the "Combined Operating and Maintenance Manual and Health and Safety File" will contain the following:</p> <ol style="list-style-type: none"> <li>1. A brief description of the work carried out.</li> <li>2. Residual hazards and how they have been dealt with (for example surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services.)</li> <li>3. Key structural principles incorporated into the design of the structure (e.g. bracing, sources of substantial stored energy - including pre or post tensioned members and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there.</li> <li>4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off).</li> <li>5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).</li> <li>6. Health and safety information about equipment provided for cleaning or maintaining the structure.</li> <li>7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc.</li> <li>8. Information and as built drawings of the structure, its plant and equipment (e.g. the means of safe access to and from services voids and risers, fire doors and compartmentation.)</li> </ol>

Client: Balfour Beatty  
Date: 14 February 2011  
Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

for

**North West Fire,  
Chorley Fire Station**

HCD Management Ltd  
Regent House  
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## Introduction

The Pre Construction Information provides information regarding Health & Safety hazards for those bidding for or planning work and for the development of the construction phase plan. The level of details contained is proportionate to the risks involved in the project.

## Pre Construction Information Issue Register

	<b>Revision</b>	<b>Information Issued By:</b>	<b>Information Issued To:</b>	<b>Date Issued:</b>
1	Preferred Bidder Status Revision	HCD Management Ltd	Balfour Beatty Capital Design Team	14 July 2010
2	Update to Section 1 – Key Dates Update to Section 4 –Significant Design and Construction Hazards	HCD Management Ltd	Balfour Beatty Capital Design Team	23 September 2010
3	Addition of Fire service contact details Amendment to Existing Site Information Update to 3a (vi)	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	16 November 2010
4	Update to 1 project programme Update to 2 Existing Information Update to 3b(i) Asbestos Update to 4 Design hazards	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	14 February 2011

<b>Issued By</b>	<b>Date</b>	<b>Checked by</b>	<b>Date</b>
Fran Watkins	14 February 2011	Richard Powell	14 February 2011

## Contents

- 1 **Description of the Project**
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  - 1b - Project Directory – Key Participants
  - 1c - Workplace (Health, Safety & Welfare) Regulations 1992
  - 1d - Extent of Existing Plans Records and Plans
  
- 2 **Clients Considerations and Management Requirements**
  - 2a – Arrangements
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  - 3a – Safety Hazards
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  - 4c – Information on Significant Risk Identified During Design
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  - 5a – Format
  - 5b – Number of Copies
  - 5c – Contents
  - 5d- Timing



<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	Construction of a three bay fire station at Lancashire FRS Training Centre West Way Chorley Note the demolition of the existing facility will be the subject of a separate PCI document.
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	Start on site: 2/4/12 Completion: 22/12/13
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
<b>Fire Service Local Contacts</b>	Lancashire Fire and Rescue Service Service Headquarters Garstang Road Fulwood Preston PR2 3LH		01772 862545	
	Estates Department Lancashire Fire and Rescue Service Service Headquarters Garstang Road Fulwood Preston PR2 3LH	Ian Riding	01772 866918	ianriding@lancsfireandrescue.org.uk
	Lancashire FRS Training Centre (adjacent to Chorley Site) International Training Centre Southport Rd, Euxton Chorley PR7 6DH		01257 266611	



<b>1.</b>	<b>Description of the project</b>			
<b>(b)</b>	<b>Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>			
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	<a href="mailto:f.holloway@seymourharris.com">f.holloway@seymourharris.com</a>
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	<a href="mailto:gwright@blueskyarchitects.co.uk">gwright@blueskyarchitects.co.uk</a>
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	<a href="mailto:martin-s.hall@arup.com">martin-s.hall@arup.com</a>
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	<a href="mailto:darren.carr@arup.com">darren.carr@arup.com</a>

<b>1.</b>	<b>Description of the project</b>			
<b>(b)</b>	<b>Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>			
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	<a href="mailto:graham.munday@arup.com">graham.munday@arup.com</a>
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	<a href="mailto:claire.halestrap@groundwork.org.uk">claire.halestrap@groundwork.org.uk</a>
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	<a href="mailto:mark.platt@impactpartnership.com">mark.platt@impactpartnership.com</a>
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	<a href="mailto:fwatkins@hcdgroup.co.uk">fwatkins@hcdgroup.co.uk</a>
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	<a href="mailto:pwelsh@mansell.plc.uk">pwelsh@mansell.plc.uk</a>	01928 732223



<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992.
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007, in particular Schedule 2.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
(i)	Site hoarding requirements. Site definition.
	The exact requirement and location for site hoarding is to be agreed on site,  Statutory site signage requirements apply.
(ii)	Site Transport arrangements or vehicle movement restrictions.
	The contractor should produce a site logistics plan which should include for separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.  Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.
(iii)	Client site rules and any permit-to-work systems.
	North West Fire Consortium operate no permit to work system in respect of works to be undertaken prior to financial close, post financial close the Principal Contractor is to develop their own system.
(iv)	Fire precautions
	In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fire safety plan for the site should be developed.  The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining training centre.
(v)	Emergency procedures and means of escape
	The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.  As the site is adjacent to a training centre suitable procedures for liaison with the occupiers in event of an emergency situation must be included in the Construction Phase Plan.

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining training centre or farmland.
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	The road accessing the site from the B5262 (Westway) is narrow, any parking on this road will block access to the site and the training centre, there is currently therefore no contractor parking except within the confines of the site.  Smoking is not permitted on site unless in an authorised smoking area.

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	Access to site is via the B5262 (Westway), turning onto the access road to the existing fire training centre, the road to the site has a 15mph speed limit
(ii)	Any restrictions on deliveries or waste collection or storage.
	To prevent conflict with access to the training centre, if it is not possible to establish a waiting bay for delivery vehicles within the site constraints, the contractor should establish a holding point outside the immediate site area, utilising just in time deliveries to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	There is a fire service training centre adjacent to the site, the farmland to the rear is accessed off Washington Lane.  The site is currently an operational fire garage. The fire garage will be demolished prior to work on the proposed development. The site is within the Washington Hall International Fire Training and Development Centre. Site users to be made aware of works prior to commencement of works on site. Contractor to be aware of access routes/operations of the fire station
(iv)	Existing storage of hazardous materials.
	None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.
	Information in relation to existing services drawings is provided at 1(d)  Potential presence of underground or overhead services. A ground penetration survey has been carried out. The Contractor is to satisfy himself as to positions of services prior to excavation.

(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	<p>Recent Ground Investigations have indicated that there is a the potential risk of unexploded WW2 ordinance on the site, it is understood that the contractor has undertaken further research which indicates a minimum risk. However due care should be taken when excavating in the relevant areas of the site.</p> <p>Arups Hazard Identification indicates that a competent person should assess the stability of excavations with support to be provided where necessary.A s trial pit instability was noted in deeper. No man entry into any excavations excavation deeper than 1.2m..</p>
(vii)	Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).
	Not relevant to the scope of works
(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	Not applicable

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	Not applicable
(x)	Health and Safety information contained in earlier design, construction or “as built” drawings, such as details of pre-stressed or post tensioned structures
	Not applicable



<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
(i)	Asbestos, including results of surveys, (particularly where demolition is involved).
	It is noted that Asbestos was encountered in the made ground on the site, it is understood that the Contractor has sought specialist advice from AEC in this respect. Full detail to be included in the Construction Phase Plan.
(ii)	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
(iii)	Existing structures containing hazardous materials
	<p>Made ground present across the site. All contaminants tested were below the selected screening values (protective for human health). Contamination testing results are presented in AEGs Factual Report, January 2011. Slightly elevated ground water contamination associated with buried diesel tank.</p> <p>Arups hazard identification suggests:</p> <ul style="list-style-type: none"> <li>- Contractor to provide appropriate good practice and PPE for his site operations. All excavated material to be inspected for evidence of contamination. If significant contamination is encountered inform the engineer so that further assessment can be carried out. Clean topsoil to be used in soft landscaping areas of the site.</li> <li>- Buried fuel tank to be removed prior to in accordance with Arups tank removal strategy prior to redevelopment of the site.</li> <li>- Given the site history buried obstructions are anticipated to be present on the site associated with former buildings. These should be removed as part of the demolition works.</li> </ul> <p>If obstructions are present they should be carefully removed to prevent disturbance to natural formation materials and any excavations backfilled with engineered granular fill.</p> <ul style="list-style-type: none"> <li>- Localised shallow groundwater was encountered during the ground investigation. An allowance should be made for groundwater control in any excavations that are planned to extend below the water table. Failure to control water could result in running sand entering excavations which would cause significant disturbance to the formation strata at the site and excavation stability.</li> </ul> <p>Consideration should be given to the seasonal variation in the groundwater levels in the programming of foundation construction and excavation.</p>
(iv)	Health risks arising from Clients activities
	None known to the CDM Co-ordinator



(v)	Any other health hazards.
	<p>It should be noted that, an additional ground investigation has been commissioned to gain and information on potential contamination;</p> <p>The results of the study will be forwarded to the design team when available.</p> <p>The contractors procedures in this respect should be included in the Construction Stage Plan</p>

<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	<p>The Architect has noted the following</p> <ul style="list-style-type: none"> <li>- Concern re construction of flag poles, alerter masts and monopoles.</li> <li>- Potential of bats to roost on the site, work will have to stop if they are discovered during construction works. This will be a condition on the planning approval</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechincs hazard risk register 08/2/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul> <p>Arups are in the process of updating the generic information to incorporate more site specific detail, this information will be uploaded to the share site and circulated to the design team when available.</p>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
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Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

for

**North West Fire,  
Southport Fire Station**

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Issued By	Date	Checked by	Date
Fran Watkins	14 February 2011	Richard Powell	14 February 2011



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<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	<p>Demolishing the existing fire station and replacement with a new purpose built community four bay fire station on Manchester Road Southport, also incorporating two ambulance bays.</p> <p>This plan refers to works to replace the existing fire station only. The decant site will be subject of an additional document.</p>
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	<p>Start on site: 2/4/12</p> <p>Completion: 28/6/13</p>
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	<p>The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.</p>



<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
<b>Fire Service Local Contacts</b>	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD		0151 296400	
	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD	Phil Webster	0151 296 4515	philwebster@merseyfire.gov.uk
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	f.holloway@seymourharris.com

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Architects</b>	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	gwright@blueskyarchitects.co.uk
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk



1. Description of the project				
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk



<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The site is located within a residential area, close to the main retail area for Southport, the risk of unauthorised entry to the site particularly by children is great, suitable fencing and security measures should be implemented.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007, in particular Schedule 2.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
<b>(i)</b>	Site hoarding requirements. Site definition.
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding taking into account the need for security on site...</p> <p>Statutory site signage requirements apply.</p>
<b>(ii)</b>	Site Transport arrangements or vehicle movement restrictions.
	<p>The contractor should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
<b>(iii)</b>	Client site rules and any permit-to-work systems.
	There is currently no permit to work system in place, post financial close the Principal Contractor is to develop and implement their own system
<b>(iv)</b>	Fire precautions
	<p>In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fires safety plan for the site should be developed.</p> <p>The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining properties.</p>
<b>(v)</b>	Emergency procedures and means of escape
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>Suitable procedures for liaison with the adjoining occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project. (Continued)</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining properties
(vii)	Any areas the client has designated as confined spaces.
	There is potential for the buried tank to form a confined space, with additional hazard from any fumes/ residue within the tank. It is understood the Principal contractor is undertaking further surveys in this respect and will institute any necessary action prior to commencement.
(viii)	Smoking and parking restrictions.
	There are double yellow lines and pay and display parking bays on the roads adjacent to the site. The main shopper car parks for Lord Street are within walking distance, it is suggested that these may be the most appropriate car parking space for operatives.  Smoking is not permitted on site unless in an authorised smoking area.

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	<p>Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.</p> <p>Access to site is via the A565 from Preston or Liverpool, turning onto the B5425 Manchester Road.</p> <p>The site is within the centre of Southport, the surrounding area becomes very congested with shopper and holiday traffic.</p>
(ii)	<p>Any restrictions on deliveries or waste collection or storage.</p> <p>As there is no space for queuing vehicles on Manchester Road or Lord Street, it is suggested that due to the constraints it may be necessary to stack delivery vehicles outside central Southport.</p>
(iii)	<p>Adjacent land uses – for example schools, railway lines or busy roads.</p> <p>Directly to the rear of the site are police and ambulance stations, there are residential properties behind and to the right of the fire station. The fire station fronts onto a roundabout.</p> <p>There are retail sites opposite the front of the building.</p>
(iv)	<p>Existing storage of hazardous materials.</p> <p>None known to the CDM Co-ordinator</p>
(v)	<p>Location of existing services particularly those that are concealed – water, electricity, gas etc.</p> <p>Information in relation to existing services drawings is provided at 1(d)</p> <p>Potential presence of underground or overhead services has been noted by Arups. A ground penetration survey has been carried out. Contractor to satisfy himself as to positions of services prior to excavation.</p>
(vi)	<p>Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).</p> <p>There is a buried fuel tank and diesel pump in the eastern part of the site. Tank locations to be confirmed with the Fire Authority before excavation work commences on site. Tank to be removed by specialist contractor in accordance with Arups report.</p>



(vii)	Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).
	<p>The structural engineer is undertaking further investigations into the availability of record information in relation to the existing building.</p> <p>Where existing information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.</p> <p>Given the site history buried obstructions are anticipated to be present on the site associated with current development.</p> <p>It is also suggested that due to the close proximity to other structures, Excavations near the boundary should be carefully planned with advice sought from the structural engineer to avoid undermining existing structures.</p>
(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	<p>Arups Hazard Identification notes the following:</p> <p>Stability of Excavations – Granular deposits have been identified at shallow depth as part of the GI. Trial Pit instability was noted at shallow depth during the GI. A competent person should assess the stability of excavations. Contractor to excavate safe side slopes where required for excavations or provide excavation support. No man entry into unstable excavations or any excavation deeper than 1.2m.</p> <p>Shallow Groundwater –Shallow groundwater was encountered during the ground investigation An allowance should be made for groundwater control in any excavations that are planned to extend below the water table. Failure to control water could result in running sand entering excavations which would cause significant disturbance to the formation strata at the site and excavation stability. Consideration should be given to the seasonal variation in the groundwater levels in the programming of foundation construction and excavation.</p>
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	None known to the CDM Co-ordinator
(x)	Health and Safety information contained in earlier design, construction or “as built” drawings, such as details of pre-stressed or post tensioned structures
	Not applicable

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
(i)	Asbestos, including results of surveys, (particularly where demolition is involved).
	<p>Surveys have indicated that there is Asbestos within the existing fire station building. A Pre-refurbishment and Demolition survey was carried out during August 2010 by AEC. A copy of the survey is available on the project share site, Section 1 – Executive Summary provides a list of ACM's found on the premises.</p> <p>Access to the some areas of the site were not available as indicating in Section 4.0 of the report, the contractor should ensure any necessary investigations are undertaken prior to commencement of works in these areas.</p>
(ii)	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
(iii)	Existing structures containing hazardous materials
	None known to the CDM Co-ordinator
(iv)	Health risks arising from Clients activities
	None known to the CDM Co-ordinator
(v)	Any other health hazards.
	<p>Significant contamination is not expected to be present on the site. However there is a possible presence of localised contamination in made ground. Contamination testing results are presented in AEG's Factual Report, September 2010. All contaminants tested were below the selected screening values (protective for human health).</p> <p>Arups Hazard Identification suggests the contractor to provide appropriate good practice and PPE for his site operations. All excavated material to be inspected for evidence of contamination. If significant contamination is encountered inform the engineer so that further assessment can be carried out. Clean topsoil to be used in soft landscaping areas of the site.</p> <p>Due to its close proximity to the coast there is a high likelihood of seagulls 'visiting' the site. The contractor should ensure that appropriate measures are in place and that staff follow appropriate hygiene processes</p>

<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	The Architect has noted the following <ul style="list-style-type: none"> <li>• Town Centre Site next to a roundabout</li> <li>• Erection and construction of a fire pole within the proposed building</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechnics hazard risk register 10/2/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
	To be agreed with the Client
<b>(c)</b>	<b>Contents</b>
	<p>In accordance with paragraph 263 of the HSE Approved Code of Practice and Guidance for the Construction (Design and Management) Regulations 2007, the Health and Safety File element of the "Combined Operating and Maintenance Manual and Health and Safety File" will contain the following:</p> <ol style="list-style-type: none"> <li>1. A brief description of the work carried out.</li> <li>2. Residual hazards and how they have been dealt with (for example surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services.)</li> <li>3. Key structural principles incorporated into the design of the structure (e.g. bracing, sources of substantial stored energy - including pre or post tensioned members and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there.</li> <li>4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off).</li> <li>5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).</li> <li>6. Health and safety information about equipment provided for cleaning or maintaining the structure.</li> <li>7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc.</li> <li>8. Information and as built drawings of the structure, its plant and equipment (e.g. the means of safe access to and from services voids and risers, fire doors and compartmentation.)</li> </ol>

Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

for

**North West Fire,  
Kirkdale Fire Station**

HCD Management Ltd  
Regent House  
Bath Avenue  
Wolverhampton

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## Introduction

The Pre Construction Information provides information regarding Health & Safety hazards for those bidding for or planning work and for the development of the construction phase plan. The level of details contained is proportionate to the risks involved in the project.

## Pre Construction Information Issue Register

	Revision	Information Issued By:	Information Issued To:	Date Issued:
1	Preferred Bidder Status Revision	HCD Management Ltd	Balfour Beatty Capital Design Team	13 July 2010
2	Update to Section 1 – Key Dates Update to Section 4 –Significant Design and Construction Hazards	HCD Management Ltd	Balfour Beatty Capital Design Team	23 September 2010
3	Addition of Fire service contact details Amendment to Existing Site Information Update to 3a (vi)	HCD Management	Balfour Beatty Capital Design Team Mouchell  <b>All via share point</b>	16 November 2010
4	Update to 1 project programme Update to 2 Existing Information Update to 3b(i) Asbestos Update to 4 Design hazards	HCD Management	Balfour Beatty Capital Design Team Mouchell  <b>All via share point</b>	8 February 2011

Issued By	Date	Checked by	Date
Fran Watkins	8 February 2011	Richard Powell	8 February 2011

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  - 1c – Workplace (Health, Safety & Welfare) Regulations 1992
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<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	<p>Demolition of the existing fire station and replacement with a new two bay community fire station on Derby Road, Liverpool, including the creation of a dedicated operational resource centre housing two prime movers and up to 20 pods.</p> <p>This plan references the new fire station works only, the decant works will be subject to a separate document.</p>
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	<p>Start on site: 14/3/11</p> <p>Completion: 18/5/12</p>
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	<p>The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.</p>



<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
<b>Fire Service Local Contacts</b>	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD		0151 296400	
	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD	Phil Webster	0151 296 4515	philwebster@merseyfire.gov.uk

1. Description of the project				
(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility				
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	<a href="mailto:f.holloway@seymourharris.com">f.holloway@seymourharris.com</a>
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	<a href="mailto:gwright@blueskyarchitects.co.uk">gwright@blueskyarchitects.co.uk</a>
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	<a href="mailto:martin-s.hall@arup.com">martin-s.hall@arup.com</a>
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	<a href="mailto:darren.carr@arup.com">darren.carr@arup.com</a>
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	<a href="mailto:graham.munday@arup.com">graham.munday@arup.com</a>
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	<a href="mailto:claire.halestrap@groundwork.org.uk">claire.halestrap@groundwork.org.uk</a>



1. Description of the project				
(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility				
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	<a href="mailto:fwatkins@hcdgroup.co.uk">fwatkins@hcdgroup.co.uk</a>
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	<a href="mailto:pwelsh@mansell.plc.uk">pwelsh@mansell.plc.uk</a>	01928 732223



<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992.
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.  KD/PB/ARC/80Kirkdale Title Site Plan provides detail on the site location and boundaries.

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The site is located on a busy main road. As such the site is open to vandalism and theft, particularly at night when the industrial units in the surrounding area are unlikely to be occupied.. The contractor should take due care to ensure that the site is kept secure at all times, particularly when unoccupied.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
<b>(i)</b>	Site hoarding requirements. Site definition.
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding, taking into account the need for security on site.</p> <p>Statutory site signage requirements apply.</p>
<b>(ii)</b>	Site Transport arrangements or vehicle movement restrictions.
	<p>The contractor should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
<b>(iii)</b>	Client site rules and any permit-to-work systems.
	<p>North West Fire Consortium operate no permit to work system in respect of works to be undertaken prior to financial close, post financial close the Principal Contractor is to develop their own system.</p>
<b>(iv)</b>	Fire precautions
	<p>In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fires safety plan for the site should be developed. The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining occupiers. Particular consideration should be given to the BOC depot located on the opposite side of Derby Road.</p>
<b>(v)</b>	Emergency procedures and means of escape
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>As the site is adjacent to occupied industrial and retail units, suitable procedures for liaison with the occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining properties
(vii)	Any areas the client has designated as confined spaces.
	There is potential for the buried tank to form a confined space, with additional hazard from any fumes/ residue within the tank. It is understood the Principal contractor is undertaking further surveys in this respect and will institute any necessary action prior to commencement.
(viii)	Smoking and parking restrictions.
	There is no parking available on Derby Road, due to the need for large delivery vehicles to access the industrial units on the surrounding roads there is limited parking space available, it is recommended therefore that the contractor should therefore ensure that all parking is confined to the site compound area.  No smoking is permitted on site unless in an authorised smoking area.

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	<p>Access to site is via Derby Road (A5036), this is busy dual carriage way main road serving Liverpool and the surrounding area. There are wig wag lights on the road to allow fire vehicle access and egress. For other vehicles there is no turning on the A5036. There are various industrial and retail units surrounding the site and a Gas depot opposite.</p> <p>There is no parking on Derby Road and limited parking available on the adjacent roads.</p>
(ii)	Any restrictions on deliveries or waste collection or storage.
	There is no waiting for vehicles on the A5036, if it is not possible to establish a waiting bay for delivery vehicles within the site constraints. the contractor should establish a holding point outside Formby, utilising just in time deliveries to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	There are various industrial and retail units surrounding the site and a Gas depot opposite.
(iv)	Existing storage of hazardous materials.
	None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.
	<p>Information in relation to existing services drawings is provided at 1(d)</p> <p>Arups investigations indicate a likely presence of buried services, the contractor is to undertake all necessary investigations prior to commencement on site.</p>



<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	<p>A localized basement and other buried structures are understood to present beneath the existing building. It is recommended that the basement is removed to ensure it does not pose a constraint to foundation construction or proposed services, see Arups Hazard Identification for further information.</p> <p>There is also a buried fuel tank and diesel pump in the eastern part of the site, suggested processes for removal are detailed in Arups Hazard Identification.</p>
(vii)	Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).
	<p>The structural engineer is undertaking further investigations into the availability of record information in relation to the existing building.</p> <p>Where existing information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.</p>

(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	<p>Arups have noted Pockets of Loose and Deep made ground, with trial pit instability in deeper excavations. They note that:</p> <ul style="list-style-type: none"> <li>• A competent person should assess the stability of excavations.</li> <li>• Contractor to excavate safe side slopes where required for deep excavations or provide excavation support.</li> <li>• No man entry into unstable excavations or any excavation deeper than 1.2m.</li> </ul> <p>Arups have also noted that shallow groundwater was noted during excavations. They suggest that an allowance should be made for groundwater control and excavation support in any excavations that are planned to extend below the water table and that consideration should be given to the seasonal variation in the groundwater levels in the programming of works.</p> <p>See hazard risk register for further information on the above.</p>
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	None known to the CDM Co-ordinator
(x)	Health and Safety information contained in earlier design, construction or "as built" drawings, such as details of pre-stressed or post tensioned structures
	3 (a)(vii)

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
(i)	Asbestos, including results of surveys, (particularly where demolition is involved).
	A Pre-refurbishment and Demolition survey was carried out during August 2010 by AEC. A copy of the survey is available on the project share site, Section 1 – Executive Summary provides a list of ACM's found on the premises.
(ii)	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
(iii)	Existing structures containing hazardous materials
	<p>Ground gas monitoring has been undertaken on site – The site is characterised as Characteristic Situation 2 in accordance with CIRIA C665, with basic gas protection measures to be incorporated within the scheme</p> <p>Investigations have indicated that there is possible presence of localised contamination in made ground with visual and olfactory evidence of contamination identified around the buried fuel tank. Recommendations in this respect are given in Arups Hazard Identification.</p> <p>Recent Ground Investigations have indicated that there is a the potential risk of unexploded WW2 ordinance on the site, further research in this respect has been undertaken by the Contractor. This research has indicated a minimal risk, however the Contractor should ensure that operatives are briefed on the necessary actions should unexploded ordinance be discovered.</p>
(iv)	Health risks arising from Clients activities
	None known to the CDM Co-ordinator

(v)	Any other health hazards.
	None known to the CDM Co-ordinator

<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	<p>The Architect has noted the following</p> <ul style="list-style-type: none"> <li>• Concern re construction of flag poles, alerter masts and monopoles.</li> <li>• Sited on a busy main road</li> <li>• Dust levels during construction and demolition to be controlled to neighboring car showroom.</li> <li>• Buildability of large cladding panels to Pods and Auxiliary Garages as these are against existing boundary walls.</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechincs hazard risk register 08/02/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
	To be agreed with the Client
<b>(c)</b>	<b>Contents</b>
	<p>In accordance with paragraph 263 of the HSE Approved Code of Practice and Guidance for the Construction (Design and Management) Regulations 2007, the Health and Safety File element of the "Combined Operating and Maintenance Manual and Health and Safety File" will contain the following:</p> <ol style="list-style-type: none"> <li>1. A brief description of the work carried out.</li> <li>2. Residual hazards and how they have been dealt with (for example surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services.)</li> <li>3. Key structural principles incorporated into the design of the structure (e.g. bracing, sources of substantial stored energy - including pre or post tensioned members and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there.</li> <li>4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off).</li> <li>5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).</li> <li>6. Health and safety information about equipment provided for cleaning or maintaining the structure.</li> <li>7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc.</li> <li>8. Information and as built drawings of the structure, its plant and equipment (e.g. the means of safe access to and from services voids and risers, fire doors and compartmentation.)</li> </ol>

Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

**for**

**North West Fire,  
Belle Vale Fire Station**

HCD Management Ltd  
Regent House  
Bath Avenue  
Wolverhampton

T: 01902 810050

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Web: [www.hcdgroup.co.uk](http://www.hcdgroup.co.uk)



## Introduction

The Pre Construction Information provides information regarding Health & Safety hazards for those bidding for or planning work and for the development of the construction phase plan. The level of details contained is proportionate to the risks involved in the project.

## Pre Construction Information Issue Register

	<b>Revision</b>	<b>Information Issued By:</b>	<b>Information Issued To:</b>	<b>Date Issued:</b>
1	Preferred Bidder Status Revision	HCD Management Ltd	Balfour Beatty Capital Design Team	16 July 2010
2	Update to Section 1 – Key Dates Update to Section 4 –Significant Design and Construction Hazards	HCD Management Ltd	Balfour Beatty Capital Design Team	23 September 2010
3	Addition of Fire service contact details Amendment to Existing Site Information	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	16 November 2010
4	Update to 1 project programme Update to 2 Existing Information Update to 3b(i) Asbestos Update to 4 Design hazards	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	10 February 2011

<b>Issued By</b>	<b>Date</b>	<b>Checked by</b>	<b>Date</b>
Fran Watkins	10 February 2011	Richard Powell	10 February 2011





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- 1 **Description of the Project**
  - 1a - Project Description and Programme Details
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  - 1c – Workplace (Health, Safety & Welfare) Regulations 1992
  - 1d – Extent of Existing Plans Records and Plans
  
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- 5 **The Health & Safety File**
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<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	Demolishing the existing fire station and replacement with a new purpose built community two bay fire station at Childwall Valley Road, Liverpool
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	Start on site: 21/5/12  Completion: 28/6/13
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
<b>Fire Service Local Contacts</b>	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD		0151 296400	
	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD	Phil Webster	0151 296 4515	philwebster@merseyfire.gov.uk
	Belle Vale Fire Station Childwall Valley Road Liverpool L25 2PY		0151 296 6600	

1. Description of the project				
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	f.holloway@seymourharris.com
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	gwright@blueskyarchitects.co.uk
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk



<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992



<b>1.</b>	<b>Description of the project</b>
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	<p>Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.</p> <p>Drawing BE/PB/ARC/80 Belle Vale Community Fire Station Title Site Plan shows the site location and boundaries.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The site is located within a residential area, the risk of unauthorised entry to the site particularly by children is great, suitable fencing and security measures should be implemented.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of the CDM Regulations 2007 in particular schedule 2.</p>



<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
<b>(i)</b>	Site hoarding requirements. Site definition.
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding taking into account the need for security on site...</p> <p>Statutory site signage requirements apply.</p>
<b>(ii)</b>	Site Transport arrangements or vehicle movement restrictions.
	<p>The contractor should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
<b>(iii)</b>	Client site rules and any permit-to-work systems.
	None indicated to the CDM Co-ordinator
<b>(iv)</b>	Fire precautions
	<p>In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fires safety plan for the site should be developed. The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining properties in particular the adjoining fire station.</p>
<b>(v)</b>	Emergency procedures and means of escape
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>As the site is adjacent to occupied residential units and a police station, suitable procedures for liaison with the occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project. (Continued)</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining properties
(vii)	Any areas the client has designated as confined spaces.
	There is potential for the buried tank to form a confined space, with additional hazard from any fumes/ residue within the tank. It is understood the Principal contractor is undertaking further surveys in this respect and will institute any necessary action prior to commencement.
(viii)	Smoking and parking restrictions.
	There are double yellow lines on the roads adjacent to the site. There are no parking restrictions on some of the adjoining roads, however care should be taken not to impede access to neighbouring properties, in particular the adjoining police station.  Smoking is not permitted on site unless in an authorised smoking area.

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	Access to site is via the M62 then B5178 turning onto Childwall Valley Road,
(ii)	Any restrictions on deliveries or waste collection or storage.
	Due to the limited parking facilities available on site, if it is not possible to establish a waiting bay for delivery vehicles within the site constraints. the contractor should establish a holding point outside the immediate area, utilising just in time deliveries to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	There are residential properties opposite and to the rear of the site, there is a police station adjacent to the site and a sports centre is across the traffic lights from the site, the entrance to the sports centre is on Belle Vale Road.  There is a cycle route on part of Childwall Valley Road and the adjacent streets.
(iv)	Existing storage of hazardous materials.
	None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.
	Information in relation to existing services drawings is provided at 1(d)  It should be noted that the Electric Supply cable to the LLAR building runs along the side of the building to be demolished.
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	See (vii)

(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	<p>There is a buried fuel tank and diesel pump in the eastern part of the site, further information and removal strategy is given in the Arup 2010 Geo-environmental report. The initial investigation indicated that that there may be some ground remediation required to the area around the tank following removal.</p> <p>The site history indicates that there may also be other buried structures present on site, if found obstructions should be carefully removed and foundations carefully backfilled in accordance with Arups Hazard Risk Register.</p> <p>The structural engineer is undertaking further investigations into the availability of record information in relation to the existing building.</p> <p>Where existing information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.</p>
(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	<p>Pockets of loose and deep made ground have been identified through the Ground Investigation which also noted trial pit instability in natural sand deposits. Arups have suggested that the contractor excavate safe side slopes where required and provide support where necessary and that no man entry should be made into unstable excavations or any excavation deeper than 1.2m.</p> <p>Arups hazard risk register notes that allowance for ground water control should be made, also that the proposed foundation should be reviewed following demolition of the existing fire station and assessment of the founding strata. For further information see Arups Hazard Identification on sharepoint.</p>
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	None known to the CDM Co-ordinator
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	Not applicable



(x)	Health and Safety information contained in earlier design, construction or "as built" drawings, such as details of pre-stressed or post tensioned structures
	Not applicable

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
<b>(i)</b>	Asbestos, including results of surveys, (particularly where demolition is involved).
	<p>Reference should be made to the Type 2 survey undertaken on the property. A refurbishment and demolition Asbestos Survey was carried out during August 2010 a copy of this is available on the project share site. This noted Asbestos cement to the underside of serving hatches in the first floor kitchen and asbestos floor tiles and bitumen to various locations.</p> <p>The exclusions in the report with regards to inaccessible areas in the sub floor ducts and office corridor should be noted by the Contractor and further investigations undertaken prior to works in these areas.</p>
<b>(ii)</b>	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
<b>(iii)</b>	Existing structures containing hazardous materials
	<p>Reference should be made to the results of Ian Farmer Associates Phase 2 study section 8.3.1 with regards to the potential for contamination on site.</p> <p>See 3(a) (vi) re potential of contamination from the buried fuel tank</p>
<b>(iv)</b>	Health risks arising from Clients activities
	None known to the CDM Co-ordinator
<b>(v)</b>	Any other health hazards.
	None known to the CDM Co-ordinator

<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
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	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	The Architect has noted the following <ul style="list-style-type: none"> <li>• Generally - the construction of flag poles, alerter masts and monopoles.</li> <li>• The construction of the LLAR building not under the PFI contract, risk that this may not be completed on time and differences in position may affect the new fire station drill yard.</li> <li>• Gas main crossing the site at the Childwell Valley Road.</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechincs hazard risk register 8/2/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
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Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

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**Pre Construction  
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Fran Watkins	8 February 2011	Richard Powell	8 February 2011



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<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	Demolishing the existing fire station and replacement with a three bay fire station on Exmouth Street, Birkenhead
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	Start on site: 28/5/12  Completion: 25/7/13
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.

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<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
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<b>Fire Service Local Contacts</b>	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD		0151 296400	
	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD	Phil Webster	0151 296 4515	philwebster@merseyfire.gov.uk
	Birkenhead Fire Station Exmouth Street, Birkenhead CH41 4NF		0151 2965325	

<b>1.</b>	<b>Description of the project</b>			
<b>(b)</b>	<b>Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>			
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	f.holloway@seymourharris.com
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	gwright@blueskyarchitects.co.uk
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com

1.	Description of the project			
(b)	Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility (Continued)			
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk



<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.  Drawing SH/PM/ARC1111 Rev E Proposed Site Plan Legal FM Boundaries shows the location and area of the site.



<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The site is located within a residential area, the risk of unauthorised entry to the site particularly by children is great, suitable fencing and security measures should be implemented.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007, in particular Schedule 2.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
<b>(i)</b>	Site hoarding requirements. Site definition.
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding taking into account the need for security on site...</p> <p>Statutory site signage requirements apply.</p>
<b>(ii)</b>	Site Transport arrangements or vehicle movement restrictions.
	<p>The contractor should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
<b>(iii)</b>	Client site rules and any permit-to-work systems.
	<p>North West Fire Consortium operate no permit to work system in respect of works to be undertaken prior to financial close, post financial close the Principal Contractor is to develop their own system.</p>
<b>(iv)</b>	Fire precautions
	<p>In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fire safety plan for the site should be developed.</p> <p>The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining residential properties on Radcliffe Road.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project. (Continued)</b>
(v)	Emergency procedures and means of escape
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>As the site is adjacent to occupied residential units, suitable procedures for liaison with the occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining properties
(vii)	Any areas the client has designated as confined spaces.
	There is potential for the buried tank to form a confined space, with additional hazard from any fumes/ residue within the tank. It is understood the Principal contractor is undertaking further surveys in this respect and will institute any necessary action prior to commencement.
(viii)	Smoking and parking restrictions.
	<p>Due to the close proximity of the site to a major road and traffic lights no parking is permitted in the adjacent streets. There are public car parks in the vicinity, it is suggested that these are used by operatives where possible.</p> <p>Smoking is not permitted on site unless in an authorised smoking area.</p>

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	Access to site is via the A553 turning onto Exeter Road. The site is very close to major traffic lights and it is understood that the area becomes congested during peak traffic flow times.
(ii)	Any restrictions on deliveries or waste collection or storage.
	If it is not possible to establish a waiting bay for delivery vehicles within the site constraints, the contractor should establish a holding point outside the immediate area, utilising just in time deliveries to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	There are residential properties in the streets adjacent to the site and a Methodist church to the rear. Opposite the site is the Lauries Community Centre.
(iv)	Existing storage of hazardous materials.
	None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.
	Information in relation to existing services drawings is provided at 1(d). There is currently no internal information for the existing building other than that which can be obtained visually.  There is a potential presence of underground or overhead services on the site. A ground penetration survey of excavations has been carried out, further surveys and necessary precautions to be taken

3.	<b>Environmental restrictions and existing on-site risks</b>
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	<p>There is a likelihood of buried obstructions and deep made ground to the NE corner of the site which may relate to a backfilled manhole. Further investigation works by the Contractor will be required in these areas prior to commencement.</p> <p>Arups Hazard Identification suggests that the condition of the existing wall and ground levels behind should be reviewed by the Structural Engineer prior to any filling works.</p> <p>Recent Ground Investigations have indicated that there is a the potential risk of unexploded WW2 ordinance on the site. The Contractor has undertaken further research indicating minimal risk however operatives should be briefed on identification and action in relation to potential items found.</p>
(vii)	Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).
	<p>The structural engineer is undertaking further investigations into the availability of record information in relation to the existing building.</p> <p>Where existing information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.</p>
(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	Arups have noted that there are pockets of deep variable made ground, with trial pit instability noted, they suggest that a competent person should assess the excavations with the contractor to excavate safe sides and that no man entry is permitted into unstable excavations or any excavation deeper than 1.2m. contractor to provide support where necessary.
(ix)	Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.
	None known to the CDM Co-ordinator

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
(i)	Asbestos, including results of surveys, (particularly where demolition is involved).
	<p>Surveys have indicated that there is Asbestos within the existing fire station building. A Pre-refurbishment and Demolition survey was carried out during August 2010 by AEC. A copy of the survey is available on the project share site, Section 1 – Executive Summary provides a list of ACM's found on the premises.</p> <p>The contractor should note that access was not available to the Oil Tank and sub floor store as detailed in Section 4 of the survey, the contractor should ensure any necessary investigations are undertaken prior to commencement of works in these areas.</p> <p>Arups have noted that asbestos sheets were removed from fly tipping debris in the north east corner of the site, it has been notified that some residual asbestos may remain in this area. Appropriate surveys should be undertaken prior to commencement of works in this area.</p>
(ii)	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
(iii)	Existing structures containing hazardous materials
	Significant contamination is not expected to be present on site, there is a possible presence of localised contamination, and Olfactory evidence of hydrocarbon contamination adjacent to the buried fuel tank in the eastern corner. Arups request that all excavated material is inspected for contamination and that an engineer is notified so further assessment can be carried out. For further information see Arups hazard identification.
(iv)	Health risks arising from Clients activities
	None known to the CDM Co-ordinator



<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
(v)	Any other health hazards.

<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	<p>The Architect has noted the following</p> <ul style="list-style-type: none"> <li>• Site proximity to a main road junction.</li> <li>• Erection and construction of a fire pole within the proposed building.</li> <li>• Erection and construction of a pre-fabricated fire training tower.</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechnics hazard risk register 8/2/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul> <p>The Landscape Architect has noted that the Landscape Architect may be working at the top of a 2m gabion wall built by others, with the access ramp also having a high retainer wall, concern has been raised that the landscape architect and community artist may not be fully familiar with work at height legislation and may require additional briefing/ support in this respect.</p>



<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
	To be agreed with the Client
<b>(c)</b>	<b>Contents</b>
	<p>In accordance with paragraph 263 of the HSE Approved Code of Practice and Guidance for the Construction (Design and Management) Regulations 2007, the Health and Safety File element of the "Combined Operating and Maintenance Manual and Health and Safety File" will contain the following:</p> <ol style="list-style-type: none"> <li>1. A brief description of the work carried out.</li> <li>2. Residual hazards and how they have been dealt with (for example surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services.)</li> <li>3. Key structural principles incorporated into the design of the structure (e.g. bracing, sources of substantial stored energy - including pre or post tensioned members and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there.</li> <li>4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off).</li> <li>5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).</li> <li>6. Health and safety information about equipment provided for cleaning or maintaining the structure.</li> <li>7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc.</li> <li>8. Information and as built drawings of the structure, its plant and equipment (e.g. the means of safe access to and from services voids and risers, fire doors and compartmentation.)</li> </ol>

Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

for

**North West Fire,  
Bootle/Netherton Fire  
Station**

HCD Management Ltd  
Regent House  
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Wolverhampton

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## Introduction

The Pre Construction Information provides information regarding Health & Safety hazards for those bidding for or planning work and for the development of the construction phase plan. The level of details contained is proportionate to the risks involved in the project.

## Pre Construction Information Issue Register

	<b>Revision</b>	<b>Information Issued By:</b>	<b>Information Issued To:</b>	<b>Date Issued:</b>
1	Preferred Bidder Status Revision	HCD Management Ltd	Balfour Beatty Capital Design Team	16 July 2010
2	Update to Section 1 – Key Dates Update to Section 4 –Significant Design and Construction Hazards	HCD Management Ltd	Balfour Beatty Capital Design Team	23 September 2010
3	Addition of Fire service contact details Amendment to Existing Site Information	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	16 November 2010
4	Update to 1 project programme Update to 2 Existing Information Update to 3b(i) Asbestos Update to 4 Design hazards	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	14 February 2011

<b>Issued By</b>	<b>Date</b>	<b>Checked by</b>	<b>Date</b>
Fran Watkins	14 February 2011	Richard Powell	14 February 2011

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  - 1c – Workplace (Health, Safety & Welfare) Regulations 1992
  - 1d – Extent of Existing Plans Records and Plans
  
- 2 **Clients Considerations and Management Requirements**
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  - 2b – Third Party Considerations
  
- 3 **Environmental Restrictions and Existing On Site Risks**
  - 3a – Safety Hazards
  - 3b – Health Hazards
  
- 4 **Significant Design & Construction Hazards**
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- 5 **The Health & Safety File**
  - 5a – Format
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  - 5c – Contents
  - 5d- Timing



<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	Demolishing the existing fire station and replacement with a new purpose built community two bay fire station at Buckley Hill Lane, Netherton.
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	Start on site: 2/5/11  Completion: 22/6/12
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
<b>Fire Service Local Contacts</b>	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD		0151 296400	
	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD	Phil Webster	0151 296 4515	philwebster@merseyfire.gov.uk
	Bootle and Netherton Fire Station Buckley Hill Lane, Netherton, Liverpool, L29 1YB.		0151 296 6700	



<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	f.holloway@seymourharris.com
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	gwright@blueskyarchitects.co.uk
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk



<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992.
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	<p>Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.</p> <p>It should be noted that, an additional ground investigation has been commissioned to:</p> <ul style="list-style-type: none"> <li>- To investigate the composition of the made ground across the site particularly in the two mounds;</li> <li>- Investigate the nature and composition of the underlying sand and clay;</li> <li>- Obtain samples for geotechnical and chemical testing to provide design parameters for foundation design and information on potential contamination;</li> <li>- Monitor groundwater levels beneath the site.</li> </ul> <p>The results of the study will be forwarded to the design team when available.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007, in particular Schedule 2.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
(i)	Site hoarding requirements. Site definition.
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding taking into account the need for security on site...</p> <p>Statutory site signage requirements apply.</p>
(ii)	Site Transport arrangements or vehicle movement restrictions.
	<p>The principal contractor will be responsible for implementing site transport arrangements and should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
(iii)	Client site rules and any permit-to-work systems.
	North West Fire Consortium operate no permit to work system in respect of works to be undertaken prior to financial close, post financial close the Principal Contractor is to develop their own system.
(iv)	Fire precautions
	<p>In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fire safety plan for the site should be developed.</p> <p>The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining residential properties on Radcliffe Road.</p>
(v)	Emergency procedures and means of escape
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>As the site is adjacent to occupied residential units, suitable procedures for liaison with the occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>



2.	<b>Client's considerations and management requirements</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining properties
(vii)	Any areas the client has designated as confined spaces.
	There is potential for the buried tank to form a confined space, with additional hazard from any fumes/ residue within the tank. It is understood the Principal contractor is undertaking further surveys in this respect and will institute any necessary action prior to commencement.
(viii)	Smoking and parking restrictions.
	<p>There are double yellow lines on the road adjacent to the site. There are no parking restrictions on the adjoining roads, however it is suggested that given the site location a suitable car parking area should be established to avoid impeding access.</p> <p>Smoking is not permitted on site unless in an authorised smoking area.</p>

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	Access to site is via the A5027 and then Fleetwood Road.
(ii)	Any restrictions on deliveries or waste collection or storage.
	To avoid compromising access to the local area, if it is not possible to establish a waiting bay for delivery vehicles within the site constraints. the contractor should establish a holding point outside the area, utilising just in time deliveries to the site area.  Care should be taken not to impede access to fire vehicles.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	The site is located at the centre of a large grassed area, bounded by Buckley Hill Lane, Almonds turn, Edge lane and Fleetwood Road, there is a BT plant currently located on the site and a substation accessed from Almonds turn to the rear of site.  the site is currently in the grounds of an operational fire station, which will remain operational during the construction works. Site users to be made aware of works prior to commencement of works on site. Contractor to be aware of access routes/operations of the fire station.  The are residential properties to the rear of the site and a British Legion pub.
(iv)	Existing storage of hazardous materials.
	None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.
	Information in relation to existing services drawings is provided at 1(d) Arups hazard identification has noted a potential presence of underground or overhead services. A ground penetration survey has been carried out. The Contractor should ensure all services are identified and any necessary action taken prior to the commencement of any works.
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	See (vii)

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards. (Continued)</b>
(vii)	<p>Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).</p> <p>The structural engineer is undertaking further investigations into the availability of record information in relation to the existing building.</p> <p>Where existing information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.</p> <p>Given the site history localised obstructions may be present on the site associated with former buildings in the southern area of the site. If obstructions are present Arups suggest that they should be carefully removed to prevent disturbance to natural formation materials and any excavations backfilled with engineered granular fill.</p> <p>An historic well was located in the south east corner of the site as part of the ground investigation. The well is located under an area of proposed hard standing. The well will require treatment prior to the area of the site being developed. Suggested approach to treatment is given in the Arup 2010 Geo-environmental report.</p>
(viii)	<p>Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.</p> <p>Pockets of loose and deep made ground have been identified through the Ground Investigation. Arups hazard identification suggests a competent person should assess the stability of excavations, with the contractor to excavate safe side slopes where required for deep excavations.. No man entry into unstable excavations or any excavation deeper than 1.2m.</p> <p>Also localised shallow groundwater was encountered during the ground investigation, localised seepages may be encountered in the more granular deposits and at the interface between the made ground and natural deposits. The contractor should plan works to included localised sump pumping and excavation</p>
(ix)	<p>Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.</p>
	<p>None known to the CDM Co-ordinator</p>



(x)	Health and Safety information contained in earlier design, construction or "as built" drawings, such as details of pre-stressed or post tensioned structures
	3 (a)(vii)

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
(i)	Asbestos, including results of surveys, (particularly where demolition is involved).
	<p>A Pre-refurbishment and Demolition survey was carried out during August 2010 by AEC. A copy of the survey is available on the project share site, Section 1 – Executive Summary provides a list of ACM's found on the premises.</p> <p>It should be noted that access was not available to behind the double skinned plasterboard in some areas of the building as detailed in Section 4 of the report, the contractor should ensure any necessary investigations are undertaken prior to commencement of works in these areas.</p> <p>It is understood that the Contractor has sought specialist advice from AEC with regards to asbestos contamination to the soil, who have assisted in producing a method statement in respect of these works.</p>
(ii)	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
(iii)	Existing structures containing hazardous materials
	<p>Made ground present across the site. All contaminants tested were below the selected screening values (protective for human health). However Arups advise that the contractor is to provide appropriate good practice and PPE for his site operations. All excavated material is to be inspected for evidence of contamination. If significant contamination is encountered the engineer is to be informed so that further assessment can be carried out.</p> <p>Clean topsoil to be used in soft landscaping areas of the site.</p>
(iv)	Health risks arising from Clients activities
	None known to the CDM Co-ordinator
(v)	Any other health hazards.
	None known to the CDM Co-ordinator



<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings fa.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	The Architect has noted the following <ul style="list-style-type: none"> <li>• Erection and construction of a fire pole within the proposed building.</li> <li>• Erection and construction of a pre-fabricated fire training tower.</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechincs hazard risk register 01/02/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
	To be agreed with the Client
<b>(c)</b>	<b>Contents</b>
	<p>In accordance with paragraph 263 of the HSE Approved Code of Practice and Guidance for the Construction (Design and Management) Regulations 2007, the Health and Safety File element of the “Combined Operating and Maintenance Manual and Health and Safety File” will contain the following:</p> <ol style="list-style-type: none"> <li>1. A brief description of the work carried out.</li> <li>2. Residual hazards and how they have been dealt with (for example surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services.)</li> <li>3. Key structural principles incorporated into the design of the structure (e.g. bracing, sources of substantial stored energy - including pre or post tensioned members and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there.</li> <li>4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off).</li> <li>5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).</li> <li>6. Health and safety information about equipment provided for cleaning or maintaining the structure.</li> <li>7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc.</li> <li>8. Information and as built drawings of the structure, its plant and equipment (e.g. the means of safe access to and from services voids and risers, fire doors and compartmentation.)</li> </ol>

Client: Balfour Beatty Capital

Date: 14 February 2011

Reference: CDM09009

**The Construction Design  
& Management  
Regulations 2007**

**Pre Construction  
Information**

**for**

**North West Fire,  
Newton Le Willows Fire  
Station**

HCD Management Ltd  
Regent House  
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## Introduction

The Pre Construction Information provides information regarding Health & Safety hazards for those bidding for or planning work and for the development of the construction phase plan. The level of details contained is proportionate to the risks involved in the project.

## Pre Construction Information Issue Register

	Revision	Information Issued By:	Information Issued To:	Date Issued:
1	Preferred Bidder Status Revision	HCD Management Ltd	Balfour Beatty Capital Design Team	16 July 2010
2	Update to Section 1 – Key Dates Update to Section 4 –Significant Design and Construction Hazards	HCD Management Ltd	Balfour Beatty Capital Design Team	23 September 2010
3	Addition of Fire service contact details Amendment to Existing Site Information	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	16 November 2010
4	Update to 1 project programme Update to 2 Existing Information Update to 3b(i) Asbestos Update to 4 Design hazards	HCD Management	Balfour Beatty Capital Design Team Mouchell <b>All via share point</b>	8 February 2011

Issued By	Date	Checked by	Date
Fran Watkins	14 February 2011	Richard Powell	14 February 2011

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  - 1b – Project Directory – Key Participants
  - 1c – Workplace (Health, Safety & Welfare) Regulations 1992
  - 1d – Extent of Existing Plans Records and Plans
  
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- 5 **The Health & Safety File**
  - 5a – Format
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  - 5d- Timing

<b>1.</b>	<b>Description of the project</b>
<b>(a)</b>	<b>Project description</b>
	Demolishing the existing fire station and replacement with a new community two bay fire station at Borrón Road, Newton Le Willows
<b>(i)</b>	<b>Key dates (including planned start and finish of the construction phase)</b>
	Start on site: 28/3/11  Completion: 4/5/12
<b>(ii)</b>	<b>The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site</b>
	The project is procured using the PFI process, the team were appointed as selected bidder during March 2010. They have since that point been preparing for start on site.

<b>1. Description of the project</b>				
<b>(b) Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>				
<i>Role</i>	<i>Name &amp; Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
<b>Client (to financial close)</b>	North West Fire & Rescue Service PFI Merseyside Fire & Rescue Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD	Colin Schofield	0151 296 4203	colinschofield@merseyfire.gov.uk
<b>Preferred Bidder</b>	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
<b>Fire Service Local Contacts</b>	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD		0151 296400	
	Merseyside Fire and Rescue service Service Headquarters Bridle Road Bootle L30 4YD	Phil Webster	0151 296 4515	philwebster@merseyfire.gov.uk
	Newton Le Willows Fire Station Borron Road, Newton-Le-Willows WA12 0EL.		0151 296 5565	



<b>Architects</b>	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	f.holloway@seymourharris.com
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	gwright@blueskyarchitects.co.uk
<b>Structural Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
<b>External Works / Drainage Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com
<b>Mechanical &amp; Electrical Services Engineer</b>	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
<b>Landscape Architect</b>	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk
<b>CDM coordinator up to Financial Close</b>	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com





<b>1.</b>	<b>Description of the project</b>			
<b>(b)</b>	<b>Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility</b>			
<b>CDM coordinator post financial close</b>	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
<b>Principal contractor</b>	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk



<b>1.</b>	<b>Description of the project</b>
<b>(c)</b>	<b>Workplace (Health, Safety and Welfare) Regulations 1992</b>
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992



<b>1.</b>	<b>Description of the project</b>
<b>(d)</b>	<b>Extent and location of existing records and plans.</b>
	Existing records for the site are held on the Balfour Beatty North West Fire project share site, a full list of all documentation available on this and the North West Fire PFI Ebox is available on the Project Share Site / Bid Documents/Selected Bidder Stage/ Pre-Construction Information.

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(a)</b>	<b>Arrangements for planning and managing the construction work</b>
<b>(i)</b>	<b>Health and safety goals</b>
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> <li>- Zero deaths</li> <li>- Zero injuries to the public</li> <li>- Zero ruined lives amongst all employees</li> </ul>
<b>(ii)</b>	<b>Communication and liaison between client and others</b>
	<p>Communication with the client is only to be carried out via the Client's Project Manager. During the construction and decant phases of the project some direct communication with the building occupiers may be necessary, the procedure for this will be established prior to commencement on site.</p>
<b>(iii)</b>	<b>Security of the site</b>
	<p>The site is located within a residential area, the risk of unauthorised entry to the site particularly by children is great, suitable fencing and security measures should be implemented.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
<b>(iv)</b>	<b>Welfare Provision</b>
	<p>The Contractor should ensure that welfare facilities are provided as part of the site set up, these facilities should be compliant with the requirements of CDM 2007, in particular Schedule 2.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.</b>
<b>(i)</b>	Site hoarding requirements. Site definition.
	<p>The client has no specific requirement for site hoarding, the contractor is to take responsibility for the design and construction of suitable hoarding taking into account the need for security on site...</p> <p>Statutory site signage requirements apply</p>
<b>(ii)</b>	Site Transport arrangements or vehicle movement restrictions.
	<p>The contractor should produce a site logistics plan including separate pedestrian and vehicular routes, they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site should be avoided wherever possible. No reversing should take place without the presence of a trained banksman.</p>
<b>(iii)</b>	Client site rules and any permit-to-work systems.
	. None indicated to the CDM Co-ordinator
<b>(iv)</b>	Fire precautions
	In addition to confirming with the Joint Code of Practice 'fire Prevention on construction Sites, a responsible person should be appointed in accordance with the RRO and a fire safety plan for the site should be developed. The PC shall also produce a site logistics drawing for the project including details of the fire escape routes and emergency exit points. This plan should include procedures for emergency liaison with the adjoining residential properties and ambulance station.
<b>(v)</b>	Emergency procedures and means of escape
	<p>The Contractor must ensure that his emergency telephone numbers relating to the site and the works are clearly and adequately displayed around the site, such that members of the public or emergency services may contact a responsible member of the Contractor's staff at any time. All such signing and the positioning of the same are subject to the approval of the client.</p> <p>As the site is adjacent to occupied residential units and an ambulance station, suitable procedures for liaison with the occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>

<b>2.</b>	<b>Client's considerations and management requirements</b>
<b>(b)</b>	<b>Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project. (Continued)</b>
(vi)	"No-go" areas or other authorization requirements for those involved in the project.
	The contractor should restrict his movements to within the site confines. No access is possible without prior arrangement to the adjoining properties
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	There are no parking restrictions on the adjoining roads to the site, however to prevent congestion on the roads and inconvenience to the adjoining properties it is suggested that contractors parking is limited where possible to within the confines of the site.  Smoking is not permitted on site unless in an authorised smoking area.

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards.</b>
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.  Access to site is via the A58/A572 turning onto Borron Road
(ii)	Any restrictions on deliveries or waste collection or storage.  To avoid adding to the congestion in the area, it is recommended that deliveries are not made during peak school traffic times.  To avoid inconvenience to local residents and the adjoining ambulance station it is also suggested that it may be necessary to establish a 'holding bay' for deliveries off site with 'just in time' deliveries being made to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.  There are residential properties and an ambulance station adjacent to the site. Opposite the fire station entrance there are industrial units housing a kitchen company and car repair garage.  There is a school to the rear of the industrial units with playing fields fronting onto Borron Road.
(iv)	Existing storage of hazardous materials.  None known to the CDM Co-ordinator
(v)	Location of existing services particularly those that are concealed – water, electricity, gas etc.  Information in relation to existing services drawings is provided at 1(d)  There may however be some unidentified buried services on site Mansell to provide all available service information in pre-construction information. Contractor to identify positions of services prior to excavation, where potential clashes could occur.
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	See (vii)

<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(a)</b>	<b>Safety hazards. (Continued)</b>
(vii)	<p>Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).</p> <p>The structural engineer is undertaking further investigations into the availability of record information in relation to the existing building, in particular in relation to structural issues in relation to the party wall.</p> <p>Where existing information is not available, alternative means will be required to identify and hazards in relation to the removal of the existing structure.</p>
(viii)	<p>Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.</p> <p>Pockets of Loose and made ground have been identified through with Trial Pit instability noted in deeper excavations. Arups advise that competent person should assess the stability of excavations, with the contractor to excavate safe side slopes or provide excavation support where required. With no man entry into unstable excavations or any excavation deeper than 1.2m.</p> <p>Also Shallow groundwater was identified during the ground investigation. Arups suggest that an allowance should be made for groundwater control and excavation support in any excavations that are planned to extend below the water table. With consideration given to the seasonal variation in the groundwater levels in the programming of foundation construction and excavation.</p> <p>There is a buried fuel tank and diesel pump in the eastern part of the site. Tank excavations are to be undertaken in accordance with the Arup tank removal strategy included within Arup 2010 Geo-Environmental Report.</p> <p>Arups suggest that any areas of contamination requiring remediation are to be treated prior to the start of the works.</p> <p>Given the site history other buried obstructions are anticipated to be present on the site associated with current development. Obstructions should be carefully removed to prevent disturbance to natural formation materials and any excavations backfilled with engineered granular fill.</p>
(ix)	<p>Any difficulties relating to plant and equipment in the premises, such as overhead gantries whose height restricts access.</p>
	None known to the CDM Co-ordinator



<b>3.</b>	<b>Environmental restrictions and existing on-site risks</b>
<b>(b)</b>	<b>Health hazards.</b>
(i)	Asbestos, including results of surveys, (particularly where demolition is involved).
	<p>A Pre-refurbishment and Demolition survey was carried out during August 2010 by AEC. A copy of the survey is available on the project share site, Section 1 – Executive Summary provides a list of ACM's found on the premises.</p> <p>It should be noted that asbestos is reported to be present in the vicinity of the site in the gas mains beneath Borron Road. Contractor to seek specialist advice prior to any excavations near gas mains.</p>
(ii)	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
(iii)	Existing structures containing hazardous materials
	<p>Significant contamination was not found to be present on site, however Possible presence of localised contamination in made ground.</p> <p>Visual and Olfactory evidence of contamination was identified in two location as part of the GI.</p> <p>Contractor to provide appropriate good practice and PPE for his site operations. All excavated material to be inspected for evidence of contamination. If significant contamination is encountered inform the engineer so that further assessment can be carried out. Clean topsoil to be used in soft landscaping areas of the site.</p>
(iv)	Health risks arising from Clients activities
	None known to the CDM Co-ordinator
(v)	Any other health hazards.
	<p>Further investigations have been commissioned into potential contamination. Further information will be provided by the ground engineer when available.</p> <p>The contractors procedures in this respect should be included in the construction phase plan</p>

<b>4.</b>	<b>Significant Design and Construction Hazards</b>
<b>(a)</b>	<b>Significant design assumptions and suggested work methods, sequences or other control measures</b>
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
<b>(b)</b>	<b>Arrangements for co-ordination of ongoing design work and handling design changes.</b>
	Regular Design Team meetings will be held during the project, these meetings will be the forum for handling any issues arising from the on-going project.  All design changes with an impact on health and safety should be communicated to the CDM Co-ordinator prior to the issue of any construction issue drawings.
<b>(c)</b>	<b>Information on significant risks identified during design.</b>
	The Architect has noted the following <ul style="list-style-type: none"> <li>• Concern re construction of flag poles, alerter masts and monopoles.</li> <li>• Maintaining an operational ambulance station on demolition of the existing fire station and exposure of party wall.</li> <li>• Existing easement on the site, access to be maintained throughout construction period.</li> </ul> <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> <li>- Geotechincs hazard risk register 10/2/11</li> <li>- Mechanical Hazard Risk Register (generic) 18/08/10</li> <li>- Electrical Hazard Risk Register (generic) 18/08/10</li> <li>- Structural Hazard Risk Register – All sites 18/08/10</li> </ul>

<b>5</b>	<b>The Health and Safety File</b>
<b>(a)</b>	<b>Format</b>
	To be agreed with the Client prior to commencement of the project
<b>(b)</b>	<b>Number of Copies</b>
	To be agreed with the Client
<b>(c)</b>	<b>Contents</b>
	<p>In accordance with paragraph 263 of the HSE Approved Code of Practice and Guidance for the Construction (Design and Management) Regulations 2007, the Health and Safety File element of the "Combined Operating and Maintenance Manual and Health and Safety File" will contain the following:</p> <ol style="list-style-type: none"> <li>1. A brief description of the work carried out.</li> <li>2. Residual hazards and how they have been dealt with (for example surveys or other information concerning asbestos, contaminated land, water bearing strata, buried services.)</li> <li>3. Key structural principles incorporated into the design of the structure (e.g. bracing, sources of substantial stored energy - including pre or post tensioned members and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there.</li> <li>4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off).</li> <li>5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements).</li> <li>6. Health and safety information about equipment provided for cleaning or maintaining the structure.</li> <li>7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc.</li> <li>8. Information and as built drawings of the structure, its plant and equipment (e.g. the means of safe access to and from services voids and risers, fire doors and compartmentation.)</li> </ol>

**SCHEDULE 9**

**Construction Phase Plan**

SCHEDULE 10

APPENDIX 1

Authorities Requirements

Exclusions from the Requirements:

The deletions in the following extracts from the Requirements are excluded from the obligations, requirements and duties of the Building Contractor under this Agreement:

**Extract From Para 2.1.1 and Para 2.1.4 of Part 1 of the Authorities' Requirements**

- *The requirements are to construct ~~and maintain~~ a four appliance bay Community Fire Station plus locality office accommodation and training facilities, which has a 24/7 365 operational use.*

**Extract from Para 3.1 of Part 1 of the Authorities' Requirements**

- *The Contractor will design and build, ~~finance, operate and manage~~ the new Community Fire Stations [...]*

**Extract from Para 3.4 of Part 1 of the Authorities' Requirements**

- *The Contractor is to demonstrate how they will integrate sustainable estate management practices that protect and enhance the environment and minimise adverse impacts. This shall cover building location, design, construction, ~~operation~~ and disposal.*

**Extract from Para 3.12 of Part 1 of the Authorities' Requirements**

- *The Contractor is to design and construct ~~and operate~~ the new Community Fire Stations and associated accommodation in full compliance with all relevant current legislative requirements [...]*

**Extracts from Para 3.13.14 of Part 1 of the Authorities' Requirements**

- *The Contractor must supply, ~~maintain and replace~~ fittings and fitted furniture to a level of workmanship appropriate to ensure durability in the chosen location.*
- *The Contractor is to arrange for the installation of paper towel dispensers, toilet roll holders, and other sanitary consumables (excluding feminine hygiene) ~~and will be responsible for paying all costs arising.~~*

**Extract from Para 3.17.9 of Part 1 of the Authorities' Requirements**

- *The Contractor must provide ~~and maintain~~ a zoned intruder alarm system comprising control units, access keypads, power supplies, door contacts and movement detectors.*

**Extract from Para 3.17.12 of Part 1 of the Authorities' Requirements**

- *The CCTV must be capable of being monitored and recorded in the Fire Station watch room and at a central location specific to each FRS (to be defined later), in addition to the ~~Contractor's own monitoring system by their Help Desk.~~*

**Extract from Para 3.22 of Part 1 of the Authorities' Requirements**

- *[...] including the preparation of the Health & Safety File, which must be kept available and up to date for the Contractors to inspect, ~~both on completion of the construction phase and thereafter.~~*

## **NORTH WEST FIRE & RESCUE PFI**

The works covered by the following extract of the Facilities Requirements are excluded from the obligations, requirements and duties of the Building Contractor under this Agreement:

### ***Extract from Para 3.17.13 of Part 1 of the Authorities' Requirements***

- *Lift cars, plant, power supply, controls and equipment must be regularly maintained and routine inspections carried out to ensure safe and efficient functioning.*

### ***Extract from 3.17.16 of Part 1 of the Authorities' Requirements***

- *These fuel tanks are to be filled by the Contractor and maintained at the appropriate levels from the Services Availability Date until the end of the Contract Period.*

### ***Extract from Para 5.2 of Part 1 of the Authorities' Requirements***

#### *External Finishes (paragraph 5.2.27)*

*At all times throughout the Service Period all elements of, and finishes to, the building fabric must be present in a structurally sound, secure and robust state, free from damage, defects and undue wear and tear and in full working order. In addition, all elements must be provided and maintained in accordance with the specification for the cleaning, maintenance, general and any other relevant Service requirements.*

*All materials must be free from fade, discolouration and graffiti at all times.*

#### *External Areas (paragraph 5.2.28)*

*The Contractor must be responsible for monitoring use of the car park facilities and must deter unauthorised parking and the blocking of external circulation routes under the control of the Contractor.*

*All walls, fences and gates must be in a condition that does not diminish their security function.*

*There must be no defective, dangerous or inaccessible pavements, pathways, roads, paved areas or car parks.*

*Ditches, culverts, ponds and other surface water carrying, collection or containment features must remain free flowing and free of blockages.*

*Any devices for collecting or separating contaminants from surface water run off must be emptied or cleaned as per the manufacturers/installers recommendations.*

### ***Extract from Para 6.1 of Part 1 of the Authorities' Requirements***

#### *Maintenance of Plant (paragraph 6.1.3)*

*The Plant must be maintained in accordance with the manufacturer's instructions throughout the commissioning, testing and operational period.*

All works identified on Area Data Sheets in connection with the requirements of the above extracts are also excluded from the obligations, requirements and duties of the Building Contractor under this Agreement.

### **Requirements in relation to Para 6.1.4 (Identification of Services)**

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The Building Contractor will procure that labelling as detailed in paragraph 6.1.4. is carried out at installation during the Works.

### Requirements in relation to Para 3.18 (ICT Infrastructure)

- The Building Contractor will provide power outlets, containment and data and latest CAT cabling to support the ICT requirements. The Building Contractor will install a satisfactory tested data network which must allow for future expansion adequate to best practice.
- The network system must be capable of carrying data, voice and video. It must allow for both on and off site use. All data points must be compatible with a network system.

## Appendix 2

### Construction Proposals

For the avoidance of doubt it is confirmed that these Construction Proposals consist of all sections of the Construction Proposals forming [Part 1] of the Contractor's Proposals contained within Schedule 2 of the Project Agreement.

The contents of the Construction Proposals are listed below:

#### Contents

##### Volume 1 Non Site Specific Documents

- 1.1 Construction Management and Methodology
- 1.2 Project Architectural Proposals
- 1.3 Project Civil and Structural Proposals
- 1.4 Project M&E Proposals
- 1.5 Project Landscape Proposals
- 1.6 FF&E Proposals
- 1.7 Decant Proposals
- 1.8 Health, Safety and Environment Policy & CDM Compliance
- 1.9 O&M Manuals
- 1.10 Derogations

##### Volume 2 Site Specific Documents

- 2.1 Birkenhead**
  - 2.1.1 Architectural Proposals
  - 2.1.2 Civil and Structural Proposals
  - 2.1.3 M&E Proposals
  - 2.1.4 Landscape Proposals
  - 2.1.5 Temporary Accommodation
  - 2.1.6 BREEAM
  - 2.1.7 FF&E
  - 2.1.8 Derogations
- 2.2 Kirkdale**
  - 2.2.1 Architectural Proposals
  - 2.2.2 Civil and Structural Proposals
  - 2.2.3 M&E Proposals
  - 2.2.4 Landscape Proposals

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- 2.2.5 Temporary Accommodation
- 2.2.6 BREEAM
- 2.2.7 FF&E
- 2.2.8 Derogations

### **2.3 Burnley**

- 2.3.1 Architectural Proposals
- 2.3.2 Civil and Structural Proposals
- 2.3.3 M&E Proposals
- 2.3.4 Landscape Proposals
- 2.3.5 Temporary Accommodation
- 2.3.6 BREEAM
- 2.3.7 FF&E
- 2.3.8 Derogations

### **2.4 Penrith**

- 2.4.1 Architectural Proposals
- 2.4.2 Civil and Structural Proposals
- 2.4.3 M&E Proposals
- 2.4.4 Landscape Proposals
- 2.4.5 Temporary Accommodation
- 2.4.6 BREEAM
- 2.4.7 FF&E
- 2.4.8 Derogations

### **2.5 Patterdale**

- 2.5.1 Architectural Proposals
- 2.5.2 Civil and Structural Proposals
- 2.5.3 M&E Proposals
- 2.5.4 Landscape Proposals
- 2.5.5 Temporary Accommodation
- 2.5.6 BREEAM
- 2.5.7 FF&E
- 2.5.8 Derogations

### **2.6 Carlisle East**

- 2.6.1 Architectural Proposals
- 2.6.2 Civil and Structural Proposals
- 2.6.3 M&E Proposals
- 2.6.4 Landscape Proposals
- 2.6.5 Temporary Accommodation
- 2.6.6 BREEAM
- 2.6.7 FF&E
- 2.6.8 Derogations

### **2.7 Blackburn**

- 2.7.1 Architectural Proposals
- 2.7.2 Civil and Structural Proposals
- 2.7.3 M&E Proposals
- 2.7.4 Landscape Proposals
- 2.7.5 Temporary Accommodation
- 2.7.6 BREEAM
- 2.7.7 FF&E



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- 2.7.8 Derogations
  
- 2.8 Belle Vale**
  - 2.8.1 Architectural Proposals
  - 2.8.2 Civil and Structural Proposals
  - 2.8.3 M&E Proposals
  - 2.8.4 Landscape Proposals
  - 2.8.5 Temporary Accommodation
  - 2.8.6 BREEAM
  - 2.8.7 FF&E
  - 2.8.8 Derogations
  
- 2.9 Southport**
  - 2.9.1 Architectural Proposals
  - 2.9.2 Civil and Structural Proposals
  - 2.9.3 M&E Proposals
  - 2.9.4 Landscape Proposals
  - 2.9.5 Temporary Accommodation
  - 2.9.6 BREEAM
  - 2.9.7 FF&E
  - 2.9.8 Derogations
  
- 2.10 Fleetwood (Option 2)**
  - 2.10.1 Architectural Proposals
  - 2.10.2 Civil and Structural Proposals
  - 2.10.3 M&E Proposals
  - 2.10.4 Landscape Proposals
  - 2.10.5 Temporary Accommodation
  - 2.10.6 BREEAM
  - 2.10.7 FF&E
  - 2.10.8 Derogations
  
- 2.11 Bootle & Netherton**
  - 2.11.1 Architectural Proposals
  - 2.11.2 Civil and Structural Proposals
  - 2.11.3 M&E Proposals
  - 2.11.4 Landscape Proposals
  - 2.11.5 Temporary Accommodation
  - 2.11.6 BREEAM
  - 2.11.7 FF&E
  - 2.11.8 Derogations
  
- 2.12 Chorley**
  - 2.12.1 Architectural Proposals
  - 2.12.2 Civil and Structural Proposals
  - 2.12.3 M&E Proposals
  - 2.12.4 Landscape Proposals
  - 2.12.5 Temporary Accommodation
  - 2.12.6 BREEAM
  - 2.12.7 FF&E
  - 2.12.8 Derogations

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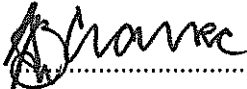
- 2.13 Formby**
- 2.13.1 Architectural Proposals
- 2.13.2 Civil and Structural Proposals
- 2.13.3 M&E Proposals
- 2.13.4 Landscape Proposals
- 2.13.5 Temporary Accommodation
- 2.13.6 BREEAM
- 2.13.7 FF&E
- 2.13.8 Derogations
  
- 2.14 Newton Le Willows**
- 2.14.1 Architectural Proposals
- 2.14.2 Civil and Structural Proposals
- 2.14.3 M&E Proposals
- 2.14.4 Landscape Proposals
- 2.14.5 Temporary Accommodation
- 2.14.6 BREEAM
- 2.14.7 FF&E
- 2.14.8 Derogations
  
- 2.15 Carlisle West**
- 2.15.1 Architectural Proposals
- 2.15.2 Civil and Structural Proposals
- 2.15.3 M&E Proposals
- 2.15.4 Landscape Proposals
- 2.15.5 Temporary Accommodation
- 2.15.6 BREEAM
- 2.15.7 FF&E
- 2.15.8 Derogations
  
- 2.16 Workington**
- 2.16.1 Architectural Proposals
- 2.16.2 Civil and Structural Proposals
- 2.16.3 M&E Proposals
- 2.16.4 Landscape Proposals
- 2.16.5 Temporary Accommodation
- 2.16.6 BREEAM
- 2.16.7 FF&E
- 2.16.8 Derogations

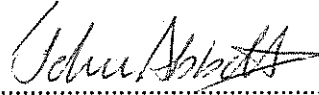
**NORTH WEST FIRE & RESCUE PFI**

In Witness whereof this document has been executed and delivered as a deed on the date first before written.

Executed as a deed by  
**Seymour Harris Limited**

acting by two directors or by a director and its  
secretary

 ANTHONY B CLARKE  
.....  
Director

 JOHN E ABBOTT  
.....  
Director/Secretary


Executed as a deed by

**Mansell Construction Services Limited**

acting by ~~two directors or by a director and its~~  
~~secretary~~ duly appointed attorney

  
.....  
Director

.....  
Director/Secretary

WITNESS NAME: JONATHAN CROLEY  
WITNESS SIGNATURE:   
WITNESS ADDRESS:

**Ashfords**   
Solicitors  
Tower Wharf  
Cheese Lane  
Bristol BS2 0JJ