

DATED 23 FEBRUARY

2011

(1) BORDER CONSTRUCTION LIMITED

(2) OVE ARUP & PARTNERS LIMITED

PROFESSIONAL APPOINTMENT

for

Civil, Structural, Mechanical and Electrical Design services
relating to the design and construction of Fire & Rescue Stations
forming part of the NW Fire & Rescue PFI Project

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North West Fire PFI

This Deed of Appointment is made on 23 FEBRUARY

2011

Between

- (1) **Border Construction Limited** (registered in England No. 654704) whose registered office is at Marconi Road, Burgh Road Industrial Estate, Carlisle, Cumbria CA2 7NA (the Contractor); and
- (2) **Ove Arup & Partners Limited** (registered in England No. 1312453) whose registered office is at 13 Fitzroy Street, London W1T 4BQ (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 10 to this 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 with input from 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

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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 Consultant's design in relation to the Project

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

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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).

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 Subject to clause 3.5, 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 not to cause or contribute to putting the Contractor in breach of the Contractor's obligations under the Building Contract insofar as they relate to the Consultant's obligations under this Agreement, 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.

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- 2.3 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 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 skill care foresight and diligence to be reasonably expected of a properly qualified and skilled designer in the relevant discipline to which such design relates experienced in carrying out design for projects of a similar size, scope, nature and complexity to cause the Services to be completed within the Project Programme and within the Construction Cost Plan.
- (b) Insofar as they relate to the Services, 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 ensure that his own quality systems work alongside and in conjunction with the quality systems and procedures required under the Building Contract, including but not limited to BS 5750 and/or ISO 9001 (or revisions and updates or other quality standard that may replace those).
- (c) The Consultant shall provide documentary evidence of Quality Assurance 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 its design into the overall design of the Project assuming that these are provided in a timely manner so as not to cause any delay/disruption in order to allow incorporation within the Consultant's information.
- (b) 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

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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 attend design review meetings as reasonably required by the Contractor and project meetings as required at least on a monthly basis throughout the period of the Works.

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), provided that all such modifications and/or alterations are advised in a timely manner to avoid any delay and/or disruption to the Consultant's Services..

- (c) For the purposes of disseminating information and drawings in compliance with this clause 3, the Consultant shall ensure that 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 that has been provided by the Consultant for the construction of the Works.
- (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 in relation to the performance of the Services, he has exercised and that he will continue to exercise the level of skill care foresight and diligence to be reasonably expected of a properly qualified and skilled designer in the relevant discipline to which such design relates experienced in carrying out design for projects of a similar size, scope, nature and complexity to the Works.

3.6 Statutory Requirements and Best Practice

Subject to clause 3.5, 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

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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 Reporting

- (a) Insofar as it relates to its Services, 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 and Project Agreement

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

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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 shall carry out and complete the Services in such a manner that it shall not by its negligent acts, errors or omissions cause or contribute to the Contractor's breach of any of its obligations under any the relevant parts of the Project Documents.

- (b) The Consultant acknowledges its liability to the Contractor to the extent that performance of the Services creates:
- (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 liability, loss, claim, damages, costs or expenses on the part of the Contractor to Project Co, the Funder or the Authority;
 - (iii) any 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

The Consultant shall, on the date of execution of this Agreement, deliver to the Contractor executed Duty of Care deed in favour of the Authorities and the Project Co and Mansell Construction Services Limited in the form appended to Schedule 7, provided that the maximum number of Duty of Care deeds the Consultant shall provide shall be limited to 5 (five);

3.13 CDM Regulations

- (a) The Consultant shall comply with its obligations as a designer under the CDM Regulations.
- (b) 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

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The Consultant shall advise the Contractor in connection with any claim or matter where such claim or matter arises out of any contract for the execution of the Project and is referred for the first time to the Consultant, provided that this service shall not extend to the detailed examination of any financial claim nor advising the Contractor following the taking of any step in or towards any resolution of any dispute or difference or towards any adjudication, arbitration or litigation in connection with the Project, which shall be subject to the payment of additional fees.

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 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, 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.

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(e) Any reasonable costs associated with such audit obligations under this clause 3.18 shall be reimbursable by the Contractor to the Consultant.

4 The Contractor's Obligations

- 4.1 If the Contractor reasonably believes that the Consultant requires particular information in relation to its provision of the Services, it shall supply to the Consultant in such time as may be all reasonable, 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. Where the Consultant reasonably believes that the Contractor has breached the terms of this clause 4.1, the Consultant shall promptly notify the Contractor of the same, highlighting any outstanding information and requesting delivery of the same within a reasonable time..
- 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.
- 4.3 The Consultant will deliver the Services in a manner which facilitates compliance with the change mechanism in the Building Contract. Where the change mechanism is not applicable or operative, the Contractor agrees that it shall not unilaterally vary the Consultant's design in any respect without the prior approval of Consultant (such approval not to be unreasonably withheld or delayed).

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,

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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
- 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 final date for payment. 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.

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) for which the Contractor shall pay.
- 7.2 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 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 a reasonable estimate of the time likely to be required to carry out the additional services, variations and scope changes in question. 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. Where the Contractor is required to comply with any works variation mechanism in the Project documents, the Contractor will notify the Consultant as soon as reasonably practicable of the need to review and 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 in relation to any variation request which are the subject matter of the Services and to return such comments within the reasonable time stipulated by the Contractor.

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- 7.3 If the Consultant is required to carry out a significant amount of design modification and/or revision and/or modify and/or significantly revise any completed designs, specifications or reports and/or is significantly delayed or disrupted in either case for reasons other than any default of the Consultant then the Contractor will pay to the Consultant such sum as is fair and reasonable to cover the additional resources employed by the Consultant in respect of such additional work.

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 any one claim or series of claims arising out of any one event (but in the aggregate for claims arising out of pollution/contamination), in respect of the obligations of the Consultant for a period beginning now and ending twelve years after the date of completion of the Consultant's Services, 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 that its professional indemnity insurance is being maintained.
- 8.6 Notwithstanding any other term of this Agreement the total liability of the Consultant to all parties under or in connection with this Agreement and any collateral warranties provided pursuant to this Agreement whether in contract, tort (including negligence), for breach of statutory duty or the terms of this Agreement shall (save for asbestos related issues) be

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limited to £10,000,000 for any one claim or series of claims arising out of any one occurrence. However liability of the Consultant for any claim in relation to asbestos is limited to £1,000,000 in aggregate.

- 8.7 The Consultant shall have no liability under this Agreement or any collateral warranties provided pursuant to this Agreement for indirect and consequential loss arising from the Consultant's failure to perform the Services in accordance with this Agreement.

9 Copyright and Confidentiality

9.1 Licence to the Contractor

The Consultant shall make available to the Contractor as soon as reasonably practicable with no licensing charge payable by the Contractor and only subject to payment by the Contractor of the Consultant's reasonable copying costs (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 Agreement (and its operations relating to the performance of the Services), 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.

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.

9.3 Maintenance of Data

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 maintain or procure the maintenance of detailed records relating to the performance of the Services, in each case in accordance with the standard of reasonable skill and care set out in clause 5 above and the quality assurance requirements within clause 3.2 above and any applicable Legislation and regulatory requirements applicable to the Consultant.

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 all 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, all 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, subject to payment by the Contractor of the Consultant's reasonable costs of allowing and facilitating the same;

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- (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 Subject to clause 7.4, 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 with all reasonable speed.

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;

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- (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 7.2.
- 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 material breach by the Contractor of its obligations under this Agreement (which includes non payment by the Contractor) 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 all 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 and reasonable demobilisation costs provided always that the same have arisen otherwise than through any act omission

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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 all 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 reasonably 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.

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- 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 Completion of Services underin respect of the Project.

17 Third Party Rights

No term of this Agreement may be enforced solely by virtue of Section 1 of the Contracts (Rights of Third Parties) Act 1999.

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:	Border Construction Limited FAO: Geoff Daw / Peter Conway
Address:	Marconi Road, Burgh Road Industrial Estate, Carlisle, Cumbria CA2 7NA
Consultant:	Ove Arup and Partners Limited FAO: Gordon Mungall
Address:	Central Square Forth Street Newcastle Upon Tyne NE1 3PL

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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 re-ordered 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 all 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:

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- (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

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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 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 other than clauses 3.12, 3.15 and 25 of this Agreement and such rights shall continue in full

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force and effect notwithstanding termination of the Building Contract and/or Project Agreement and/or this Agreement.

SCHEDULE 1

Appointment Information

Building Contractor's Representative -

Other Consultants appointed:

Architect: Seymour Harris Ltd
Architect: Blue Sky Design Services Ltd
Sustainability: Ferguson Brown
Landscape Architects: Groundwork
Building Control: HCD Building Control
CDM Coordinator: HCD Group

Principal Contractor : Mansell Construction Services Limited

Project – the design and construction of 16 Fire & Rescue Stations across Merseyside, Lancashire and Cumbria forming part of the NW Fire & Rescue PFI Project

Project Co – Balfour Beatty Fire and Rescue NW Limited

Site – the land available to the Border Construction Limited for the purpose of carrying out the Works

Consultant Leader – Gordon Mungall

Consultant Key Personnel – Craig Bowden

Authority Key Personnel:

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

2.1 - THE SCOPE OF SERVICES FOR THE MECHANICAL & ELECTRICAL DESIGN

Generally

The Consultant is to provide Mechanical, Electrical and Plumbing Services, Thermal Modelling Report (for the purposes of BREEAM compliance) and SBEM Calculations, as detailed below for the Project.

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

The Consultant shall at all times comply with all relevant laws, regulations and Codes of Practice imposed by European and UK legislation in respect of Safety, Health and Environmental issues. 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 of design obligations as detailed in Schedule 8 of this Professional Appointment and all or any of the following as may be necessary in the particular case:

1. MECHANICAL, ELECTRICAL & PLUMBING SERVICES

1.1. Design Phase

- 1.1.1 Receive and appraise the Authority's Requirements and become conversant with the contents of the specifications, drawings and relevant British Standards and Codes of Practice.
- 1.1.2 Suggest alternatives that may reduce the Building Contractor's risk and be commercially beneficial.
- 1.1.3 Receive, check and comment on the M&E Contractor's technical submission and proposal, focussing particularly on the qualifications, clarifications and exclusions.
- 1.1.4 Aid the Building Contractor in the procurement of the M&E Contractor.

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1.1.5 Attend design development meetings and monitor design to facilitate compliance in accordance with the agreed meeting allowance in Schedule 2.3, Clause 1.0.

1.1.6 Monitor the M&E Contractor's Request for Information (RFI) and facilitate the implication of the responses are known to the construction team.

1.1.7 Carlisle East and Workington Stations

1.1.7.1 Carlisle East drawings will be used at Workington as the designs are the same other than the elements listed below which require design solutions specific to the Workington Station. The exceptions to this are the design of the following: -

- External drainage system
- External services drawing
- External lighting
- Highway works

1.1.8 Alterations to Existing Buildings

1.1.8.1 All works relating to the alteration of existing buildings is excluded from the scope. Any work required will be carried out by the Consultant based on an hourly fee arrangement plus expenses to be agreed prior to expenditure.

1.1.9 Temporary Fire Station Facilities

1.1.9.1 Design work related to the temporary fire stations will be limited to the following: -

- Advice on water and electric supply loads required for negotiation and agreement by others with Statutory Authority
- Performance specification of external site lighting

1.1.9.2 Assumptions:-

- All information will be provided in sketch format for use by Mansell Construction or incorporation into information provided by others
- All survey works carried out by others
- All setting out drawings and levels by architects

1.1.9.3 Exclusions:-

- All site attendance
- Negotiations with all third parties
- Inspections/statements required to permit occupation
- All design other than those above

1.2. Installation Phase

1.2.1 Examine and comment on the M&E Contractor's Inspection & Test systems and monitor procedures. Seek to achieve zero defects philosophy through implementation of Inspection & Test system.

1.2.2 Inspect M&E installations for general compliance with the approved design and materials as detailed in the contract documents. Issue defect sheets as required and monitor the defect process.

1.2.3 Comment on the M&E Contractor's method statements and risk assessments where specialist technical advice is required by the Building Contractor.

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- 1.2.4 Maintain technical competence by keeping abreast of technology, material and legislation.
- 1.2.5 Confirm in the Consultant's reasonable opinion that the M&E Contractor has completed defects and systems are satisfactory before commissioning is possible.

1.3. Commissioning to Hand over Stage

- 1.3.1 Receive and evaluate the commissioning results and report to the Building Contractor. Inspect the works on completion to ensure the installation is installed as per the Project Agreement and Building Contract.

1.4 Post Handover

- 1.4.1 Review of operating & maintenance manuals/building logbook prepared by the M&E sub-contractors.

1.5 Sub-Contractor Procurement

- 1.5.1 Assistance in procurement of an M&E sub-contractor, including answering of any sub-contract queries, analysis of quotations and recommendations.

2. THERMAL MODELLING REPORT

- 2.1 Construct a Thermal Model of the proposed building for the purposes of Part L2 and BREEAM compliance, and the calculation of heating and cooling load analysis.
- 2.2 Input the data as detailed within the Project Agreement and the Building Contract in co-ordination with the Area Data Sheets to provide a theoretical baseline of the temperatures to be achieved within the proposed construction to ensure the Building Contractor meets its obligations under the Building Contract.
- 2.3 Evaluate the thermal analysis results to ensure that the building is within the set parameters of applicable guidelines/legislation inclusive of all appropriate Building Regulations.
- 2.4 Produce a thermal analysis report for the purposes of BREEAM compliance.
- 2.5 Attendance at Design Team Meetings as reasonably required by the Building Contractor in accordance with the agreed meeting allowance in Schedule 2.3, Clause 1.0.

3. SBEM CALCULATIONS

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- 3.1 Provide advice on U-value selection, to assist in constructing the buildings.
- 3.2 To produce the necessary information required by Part L2A 2006 of the Building Regulations.
- 3.3 Attendance at Design Team Meetings with Building Control to discuss the results of the SBEM Calculations.

SCHEDULE 2.2 - SCOPE OF SERVICES FOR Structural and Civil Engineering Services

Generally

The Designer is to provide Structural and Civil Engineering Services as detailed below for the Project.

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

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

The Designer shall at all times comply with the Balfour Beatty Group Codes of Conduct (available at <http://ourcodeofconduct.balfourbeatty.ry.com/?id=47878>).

The services to be provided by the Consultant shall comprise of design obligation as detailed in Schedule 8 of this Professional Appointment and all or any of the following as may be necessary in the particular case:

1. Pre-Tender Stage (Work stage complete)

- 1.1 Seek from the Building Contractor the brief and other instructions describing his requirements in cost and time, together with all relevant information and documents available from the Building Contractor that are contained in the Employer's Requirements.
- 1.2 Obtain the Employer's Requirements and advise the Building Contractor of any further information which, in the opinion of the Designer, 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 opinion of the Designer, should be questioned by the Building Contractor.
- 1.4 Examine any site investigation information provided to the Designer and discuss with the Building Contractor the need for arrangements to be made for geotechnical investigations of the site.
- 1.5 Outline to the Building Contractor the limitations of the site on the Project caused by the topography and any reasonably identifiable previous uses

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thereof where such matters are apparent from the documents and information provided by the Building Contractor as referred to in 1.1.

- 1.6 Visit the site and study data and information relating to the Project which is reasonably accessible to the Designer, and consider reports relating to the Project which have either been prepared by the Designer or have been prepared by others and made available to the Designer by the Building Contractor.
- 1.7 Comment to the Building Contractor on any physical site restrictions which may affect the engineering options for the Project, both during construction of the Project and on completion.
- 1.8 Investigate and advise on the general feasibility of the Project and of the Works and submit a report thereon.
- 1.9 Advise the Building Contractor on the necessity for any further investigation and if necessary obtain such information as is reasonably available from documents on the existence and extent of public services such as water, gas, electricity, sewerage, culverts, tunnels and telecommunications services and comment to the Building Contractor on any effect these may have on the Project, both during construction and on completion.
- 1.10 Advise the Building Contractor on the necessity for any arrangements to be made for the carrying out of special surveys, special investigations or model tests and advise the Building Contractor of the results of any such surveys, investigations or tests carried out.
- 1.11 Advise the Building Contractor on the need for arrangements to be made for contamination investigations on the site. Arrange, as agent for the Building Contractor when authorised by him, for such investigations to be undertaken, certifying the amount of any payments to be made by the Building Contractor to the persons or firm carrying out such investigations and advise the Building Contractor on the results of such investigations.
- 1.12 Where straightforward, recommend to the Building Contractor any necessary remediation work required to the site and/or necessary protection measures required in the building specification as a result of any investigations carried out as described in 1.11.
- 1.13 Discuss with the Building Contractor the role of the Designer and his relationship with any other consultants, the various sub-Building Contractors

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and any CDM Co-Ordinator appointed in accordance with the Construction (Design and Management) Regulations.

- 1.14 Discuss with the Building Contractor the Building Contractor's and the Designer's obligations under the Health and Safety at Work etc Act and any relevant statutory instrument issued under that Act.
- 1.15 Discuss with the Building Contractor the need for arrangements to be made for and define the extent of topographical and dimensional surveys of the site, surveys to obtain details of construction in existence on or adjacent to the site, special investigations or model tests.
- 1.16 Dimensional, condition or analytical survey of the site or existing works.
- 1.17 Prepare any report or provide additional information required for consideration of proposals for the execution of alternative works.
- 1.18 Discuss with the Building Contractor alternative outline solutions for the Works.
- 1.19 Review with the Building Contractor alternative outline solutions for the Works in terms of design and construction approaches and cost implications.
- 1.20 Collaborate with any other consultants and sub-Building Contractors in seeking from the Building Contractor any further information needed so that they can perform their services under their various agreements with the Building Contractor.
- 1.21 Collaborate with any other consultants and sub-Building Contractors in making initial recommendations to the Building Contractor on the technical viability of the Works.
- 1.22 Consult any local or other authorities about matters of principle in connection with the design of the Works.
- 1.23 Liaise as may be necessary with the Building Contractor to agree a programme for the whole of the design and construction of the Works.
- 1.24 Prepare an outline pre-tender design for the Works.
- 1.25 Provide sufficient preliminary information in relation to the Works in the form of advice, sketches or drawings to indicate the design intent, reports or outline specifications to enable the Building Contractor to prepare his tender.
- 1.26 Clause omitted.

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- 1.27 Obtain from the engineering services designer and/or sub-Building Contractor information and details, in the form of sketch drawings or schedules, detailing the structural planning requirements for the engineering services and develop the structural design of the Works with due consideration for the locations and approximate sizes of plant rooms, major items of plant, major ducts and service runs and the approximate weight of any item affecting the structural design.
- 1.28 Provide sufficient preliminary information in relation to the Works in the form of advice, sketches, reports, outline specifications, calculations or other documents necessary to establish the feasibility of any requirement to achieve 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.
- 1.29 Provide the Building Contractor with relevant information in accordance with the agreed programme for the submission of the Building Contractor's Proposals and for the contract sum analysis.
- 1.30 Develop the design from the outline pre-tender design for the Works in collaboration with the Building Contractor, any other consultants and sub-Building Contractors and provide the Building Contractor with notes, sketches, drawings and specifications for incorporation into the Building Contractor's Proposals document.
- 1.31 Provide the Building Contractor with such representative sketches, drawings, specifications and/or calculations in respect of the Works as are necessary to enable the Building Contractor to seek firm quotations from sub-Building Contractors and suppliers.
- 1.32 Assist the Building Contractor with the preparation of Tender Documentation excluding the preparation of bills of quantities.
- 1.33 Assist the Building Contractor in considering the relative merits of tenders received for carrying out all or part of the Works.
- 1.34 Advise the Building Contractor of any conflict between the Employers Requirements and the Building Contractors Proposals.
- 1.35 Assist the Building Contractor in anyway that may reasonably be required in respect of negotiations with the Employer after the submission of the tender and prior to the award of the Main Contract.

1.36 Attend meetings as required in connection with the Services in accordance with the agreed meeting allowance in Schedule 2.3, Clause 1.0.

1.37 Seek the Building Contractor's consent to proceed to the Post Tender Stage.

2 Post Tender Stage

2.1 Co-operate with any CDM Co-ordinator appointed in accordance with the Construction (Design and Management) Regulations.

2.2 Develop the design of the Works, from the design contained within the Building Contractor's Proposals, in collaboration with the Building Contractor, any other consultants and sub-Building Contractors and prepare sufficient calculations, drawings, schedules and specifications to enable the Building Contractor to construct the Works (including Temporary Accommodation), all to a programme agreed with the Building Contractor.

2.3 Prepare detailed design drawings excluding bar bending schedules and reinforcement drawings for reinforced concrete work.

2.4 Clause omitted.

2.5 Prepare specifications of materials and workmanship which may reasonably be required by the Building Contractor to construct the Project.

2.6 Integrate into the design of the Works any requirements of any other consultants or sub-Building Contractors.

2.7 Assist any other consultant in co-ordinating the design of the Works into the overall design of the Project.

2.8 Advise the Building Contractor if any design development is likely to materially affect the cost of the Works and/or the Project when compared with the design contained in the Building Contractor's Proposals.

2.9 In the event of a proposed change to the design of the Works, advise the Building Contractor of the effects of the proposed change upon the design of the Project and upon work generally.

2.10 Prepare such details and information relating to the Works as may be required for submission to any appropriate statutory authority.

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- 2.11 Work done in connection with assisting the lead consultant/architect in obtaining approvals from planning authorities, building control authorities, environmental authorities, licensing authorities and statutory undertakers as may be required.
- 2.12 Work done in connection with any application by the Employer for any order, sanction, licence, permit or other consent, approval or authorisation necessary to enable the Works to proceed.
- 2.13 Provide designs, calculations, sketches or other information as may be required to enable the Building Contractor to discharge their obligations under the Party Wall Act.
- 2.14 Check and/or advise upon any part of the Works not designed by the Designer.
- 2.15 Provide specialist technical advice on the control and exclusion of environmental hazards.
- 2.16 Provide sufficient information in relation to the Works in the form of advice, sketches, reports, drawings, specifications, calculations or other documents necessary 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 by the BREEAM Assessor for the purposes of the Design Stage Assessment.
- 2.17 Attend meetings as required in connection with the Services in accordance with the agreed meeting allowance in Schedule 2.3, Clause 1.0.

2.18 Carlisle East and Workington Stations

2.18.1 Carlisle East drawings will be used at Workington as the designs are the same other than the elements listed below which require design solutions specific to the Workington Station. The exceptions to this are the design of the following: -

- External drainage system
- External services drawing
- External lighting
- Highway works

2.19 Alterations to Existing Buildings

2.19.1 All works relating to the alteration of existing buildings is excluded from the scope. Any work required will be carried out by the

Consultant based on an hourly fee arrangement plus expenses to be agreed prior to expenditure.

2.20 Temporary Fire Station Facilities

- 2.20.1 Design work related to the temporary fire stations will be limited to the following: -
- Provision for vehicle tracking paths
 - Advice on road/hard standing construction build-up
 - Advice and foundation design for loads specified by accommodation supplier
 - Advice and design of onsite drainage and provision of flow estimate for negotiation by others regarding temporary connections
 - Geotechnical Desk Top Study for Southport De-cant site
- 2.20.2 Assumptions:-
- All information will be provided in sketch format for use by Mansell Construction or incorporation into information provided by others
 - All survey works carried out by others
 - All setting out drawings and levels by architects
- 2.20.3 Exclusions:-
- All site attendance
 - Intrusive ground investigations and the like
 - Negotiations with all third parties
 - Inspections/statements required to permit occupation
 - All design other than those above

3. Construction Stage

- 3.1 Make visits to the site during the construction stage on a basis to be agreed with the Building Contractor in accordance with the agreed meeting allowance in Schedule 2.3, Clause 1.0.
- 3.2 Make such visits to site as the Designer shall consider necessary to satisfy himself that the Works are being executed in accordance with the conditions of the Employer's Requirements in accordance with the agreed meeting allowance in Schedule 2.3, Clause 1.0.
- 3.3 Examine shop fabrication drawings submitted by the Building Contractor or sub-Building Contractors for the Works or parts thereof, in respect of dimensions, structural adequacy of members and connections and compliance with performance criteria.
- 3.4 Advise the Building Contractor on the need for special inspections or tests arising during the construction of the Works.
- 3.5 Advise the Building Contractor on the need for drawings and samples to be submitted to the Employer.
- 3.6 Visit the sites of extraction, fabrication and assembly of materials and components to inspect materials and workmanship before delivery to site, as may reasonably be required by the Building Contractor in accordance with the

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agreed meeting allowance in Schedule 2.3, Clause 1.0. Report to the Building Contractor thereon.

- 3.7 Assist the Building Contractor with any site inspections with the BREEAM Assessor as may reasonably be required in accordance with the agreed meeting allowance in Schedule 2.3, Clause 1.0.
- 3.8 Provide all necessary information relating to the Works as may be required by the BREEAM Assessor to undertake the Post Construction Review Assessment.
- 3.9 Receive and comment on copies of Record Drawings.
- 3.10 Assist the Building Contractor with the preparation of such Record Drawings and the compilation of operation and maintenance manuals as may be specified in the Building Contract by provision of final issue drawings.
- 3.11 Attend meetings as required in connection with the Services in accordance with the agreed meeting allowance in Schedule 2.3, Clause 1.0.

4. HIGHWAYS WORKS

- 4.1 Coordinate with all consultants as appropriate in the design of all Highways works associated with the project.

SCHEDULE 2.3 – AGREED MEETING ALLOWANCES FOR M&E AND C&S ENGINEERING

1.0 During the construction phase of the project the Designer shall attend meetings and site in accordance with the following: -

- One civil/structural pre-start meeting in 2011 construction phase. Similar in 2012
- One M&E pre-start meeting in 2011 construction phase. Similar in 2012
- Total number of visits to site for inspections/meetings etc from January 2011 to contract completion = 5 number, assuming a single staff member
- Design team meeting attendance after financial close submission = 6 based on two members of staff bi-weekly over 4 month period
- Meeting attendees will be appropriate to the requirements of the meeting and will be those involved in the project, such as Craig Bowden, Jon Musgrove, Phil Stephenson, Chris Heath, Simon Todd, Rob Waite, Karl Snowball or Mark Fyson
- It is acknowledged by the contractor that this appointment is to be design managed by the contractor simultaneously with the Mansell construction appointment which concludes and reflects the design management of the scheme up to the signing of this agreement,

2.0 Payment has been agreed on the basis that the Services in respect of this Appointment between the Contractor and the Consultant and the services in respect of the Appointment between Mansell Construction Services Limited and the Consultant (dated the date of this Appointment) are carried out in an integrated way as if the services under each of these two Appointments were carried out under one Appointment. If there are any additional services by reason of there being two contracts, then this will attract additional fees.

SCHEDULE 3

Payment

Stage / Invoice Period	Monthly Total	Cumulative
Mar-11	£ 8,000.00	£ 8,000.00
Apr-11	£ 8,000.00	£ 16,000.00
May-11	£ 8,000.00	£ 24,000.00
Jun-11	£ 6,000.00	£ 30,000.00
Aug-11	£ 5,000.00	£ 35,000.00
Oct-11	£ 5,000.00	£ 40,000.00
Dec-11	£ 2,000.00	£ 42,000.00
Feb-12	£ 2,000.00	£ 44,000.00
Apr-12	£ 1,000.00	£ 45,000.00
Jun-12	£ 1,000.00	£ 46,000.00
Aug-12	£ 1,000.00	£ 47,000.00
Oct-12	£ 1,000.00	£ 48,000.00
Dec-12	£ 1,000.00	£ 49,000.00
Feb-13	£ 1,000.00	£ 50,000.00
Total	£ 50,000.00	

Notes:

All fees are exclusive of VAT

Invoice date to be the 28th of each month

Payment to made 30 days from date of invoice

Hourly rates for agreed additional work (Fixed to 31st March 2012): -

Director ; £110 per hour	Senior Engineer; £75 per hour
Associate Director; £95 per hour	Senior Technician; £65 per hour
Associate; £85 per hour	Engineer; £55 per hour

SCHEDULE 4

Cost Plan

The summary cost plan is included within the appointment on the basis that this has been provided with due regard to all information and advice provided by Arup and is fully inclusive of this advice.

It is recorded and accepted that this cost plan was first provided to Arup on 11th February 2011 and is assumed to be fully in accordance with the aforementioned statement.

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NORTH WEST FIRE AND RESCUE

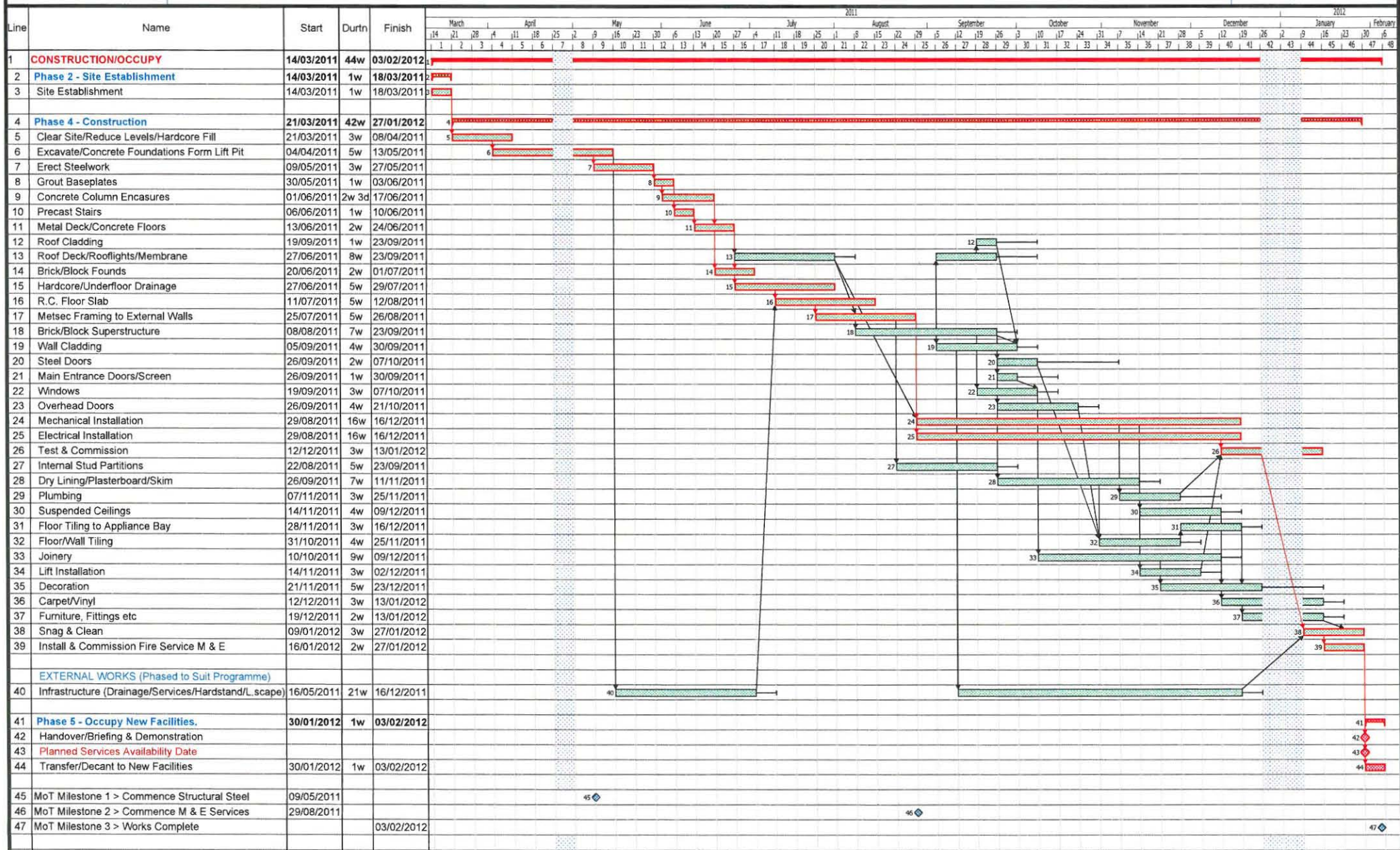
NET CONSTRUCTION COST PLAN

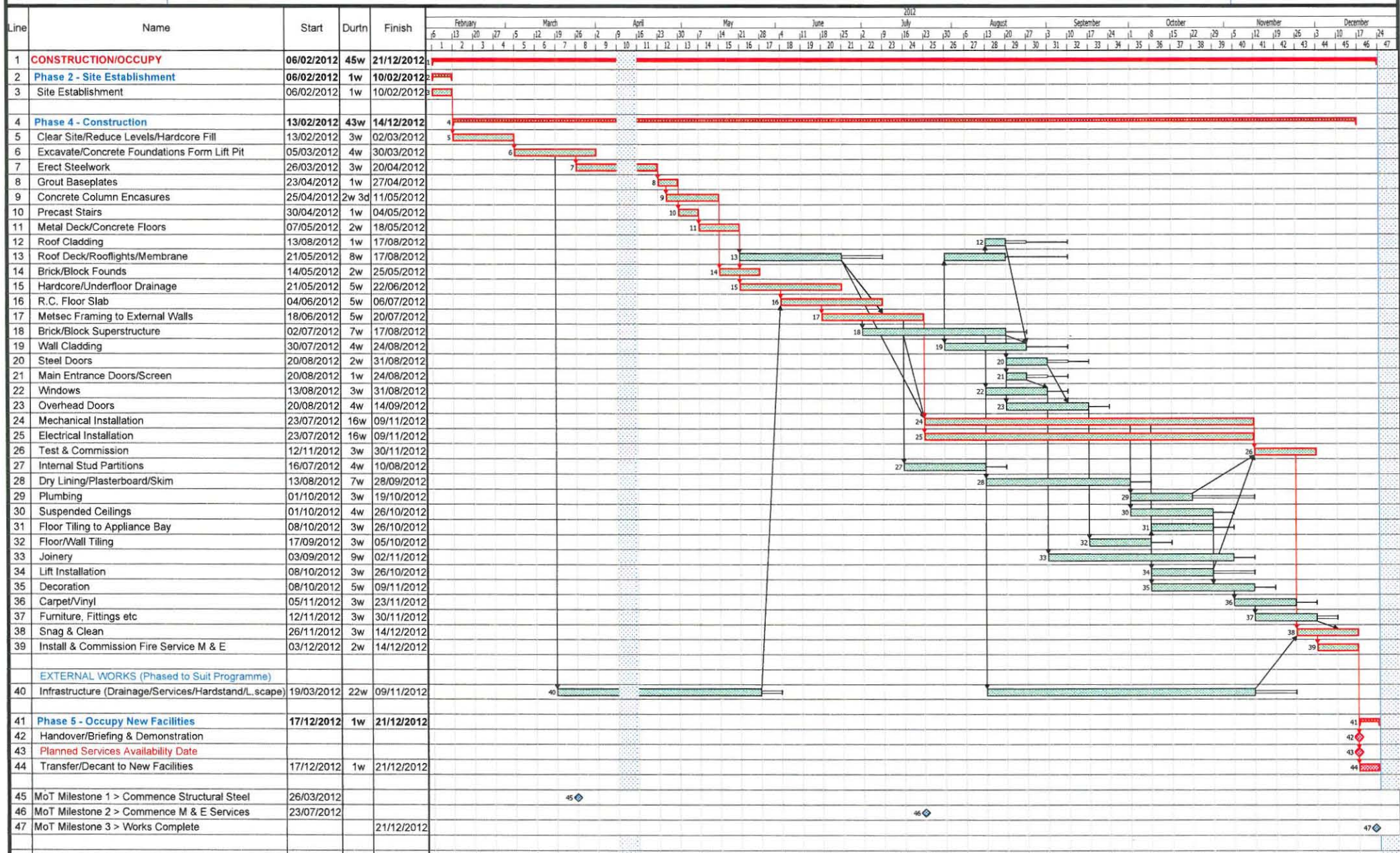
Scheme	Birkenhead	Burnley	Kirkdale	Booth	Southport	Ferry	Newton La Willows	Bain Vile	Blackburn	Chorley	Fleetwood	Carlisle East	Workington	Carlisle West	Pennth	Pattendale	Total
Designed O/F/A	1,128	1,430	1,521	1,411	1,512	782	791	1,080	1,218	1,338	989	1,258	1,258	575	2,358	167	18,794
Mean Building	933	1,098	991	1,281	1,122	652	661	937	1,013	1,141	839	998	998	515	2,098	107	15,364
Appliance Bay	195	332	205	130	390	130	130	143	205	195	130	250	250	60	280	60	3,085
ORC	0	110	325	-	-	-	-	-	-	-	-	-	-	-	280	-	495
Auxiliary Garage	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	695
Fire House	0	121	-	-	-	-	-	-	121	-	-	-	-	-	-	-	605
Tower	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53
External Works Area	2,463	5,037	2,532	3,299	3,540	1,789	2,314	2,465	2,839	4,133	2,746	5,820	7,800	2,388	7,113	380	55,539
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 Slip Period Period	53	59	59	49	54	53	53	53	45	43	56	44	45	38	50	28	
Measured Works	£80,943	£46,600	£53,095	£52,515	£94,419	£11,376	£36,500	£60,476	£1,935	£3,779	£30,880	-	-	-	-	£6,309	£416,626
Demolition/ Enabling Works	£17,705	£8,000	£9,692	£2,500	£9,233	£1,953	£46,832	£7,221	£101,474	£67,009	£4,844	£93,546	£116,549	£114	£79,692	£3,000	£95,838
Substructure	£83,490	£8,470	£137,750	£90,719	£83,655	£124,364	£198	£128,868	£135,689	£153,011	£100,824	£140,002	£140,202	£111	£207,080	£78	£1,625,380
Frame	£28,949	£181,965	£177,130,524	£148,533	£168,338	£7,740	£98,848	£128,568	£119	£153,011	£100,824	£140,002	£140,202	£111	£207,080	£78	£1,625,380
Roof	£11,012	£11,012	£11,012	£17,013	£18,519	£11,013	£8,013	£10,132	£10	£10,133	£9	£20,381	£20,381	£11	£20,381	£11	£29,835
External Walls and Cladding	£128,242	£95,724	£81,632	£95,401	£71,433	£55,422	£58,843	£88,479	£155,544	£154,058	£138	£99,533	£79	£94,652	£45	£181,851	£146
Windows and External Doors	£59,725	£108,177	£177,346	£190,921	£149,710	£126,508	£61,386	£140,434	£158,068	£164,091	£136,099	£140	£88,786	£75	£88,786	£71	£1,331,540
Internal Walls and Partitions	£46,542	£46,822	£46,822	£52,203	£46,230	£11,720	£24,881	£42,216	£85,394	£51,799	£42	£52,213	£42	£52,213	£42	£52,213	£42
Internal Doors	£34,650	£32,630	£23	£51,472	£45,481	£23,084	£23,323	£28,159	£33,725	£28	£33,901	£28	£33,901	£28	£33,901	£28	£574,349
Floor Finishes	£31,779	£33,189	£35,895	£47,088	£35,895	£21,528	£28,089	£38,574	£38,279	£31	£40,439	£31	£46,889	£37	£46,889	£37	£609,118
Ceiling Finishes	£18,074	£20,709	£18,686	£23,851	£23,851	£13,173	£13,508	£18,578	£18	£22,607	£17	£16,553	£17	£22,222	£17	£22,222	£18
Fittings	£59,055	£82,439	£70,945	£79,439	£81,268	£49,467	£47,348	£69,578	£84,078	£68	£7,548	£68	£68,823	£71	£102,589	£71	£1,225,204
Mechanical & Electrical Installations	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055	£69,055
Builders Work	£11,708	£22,500	£22,500	£24,919	£25,315	£21,680	£21,680	£21,680	£21,680	£21,680	£21,680	£21,680	£21,680	£21,680	£21,680	£21,680	£21,680
Site Works	£238,030	£150,591	£89,518	£145,580	£89,619	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580
Fire House	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580	£38,580
Auxiliary Garage	£75,219	£114,884	£92,300	£72,540	£79,370	£50,096	£67,450	£83,199	£109,882	£104,342	£64,885	£67	£190,133	£161	£113,753	£188	£286,392
Drainage	£16,259	£20,250	£23,750	£17,250	£15,250	£23,750	£20,250	£25,250	£23,750	£20,250	£20,250	£15,000	£12	£14,951	£12	£15,000	£8
External Services	£54,425	£21,934	£35,789	£32,899	£20,356	£28,743	£22,853	£28,217	£28,752	£25,486	£21,709	£38,787	£31	£82,428	£86	£28,970	£50
Abnormals	£0	£39,916	£29	£118,403	£30,000	£27,600	£44,800	£350,000	£36,500	£89,288	£15,000	£138,547	£16,135	£24,973	£134,109	£27,690	£981,073
Utilities Diverters	£141,131	£178,605	£50,545	£118,403	£27,432	£44,807	£22,429	£144,108	£144,108	£104,342	£64,885	£67	£190,133	£161	£113,753	£188	£286,392
As & France Summary	£95,502	£220,283	£123,577	£107,579	£237,550	£43,247	£43,728	£43,728	£43,728	£43,728	£43,728	£43,728	£43,728	£43,728	£43,728	£43,728	£43,728
Temporary Accommodation	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Late Additions not in Priced BO	£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	£15,000	£15,000
AV Equipment	£4,794	£8,078	£8,464	£3,997	£6,426	£3,324	£3,382	£4,580	£5,177	£5,678	£4,118	£5,347	£5,347	£4,444	£10,022	£70	£7,875
Window Blinds	£20,000	£10,000	£20,000	£20,000	£20,000	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000	£20,000
Mechanical Ventilation in lieu of	£428,465	£471,731	£482,974	£475,227	£431,285	£384,750	£434,773	£428,020	£446,780	£404,331	£401,775	£447,389	£459,289	£294,382	£540,342	£134,739	£6,666,366
Prelims/ Bid Costs	£9,846	£30,763	£161,518	£154,126	£12,382	£80,001	£53,809	£346,990	£77,359	£8,988	£39,450	£123,880	£42,363	£3,187	£24,771	£12,158	£1,184,657
Late Adjustments	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Net Construction Costs	£2,468,525	£3,051,980	£2,980,568	£2,823,384	£3,271,749	£1,740,968	£1,801,565	£2,207,234	£2,533,017	£2,372,744	£1,986,074	£3,050,781	£3,079,084	£1,008,144	£4,950,418	£800,416	£39,713,650

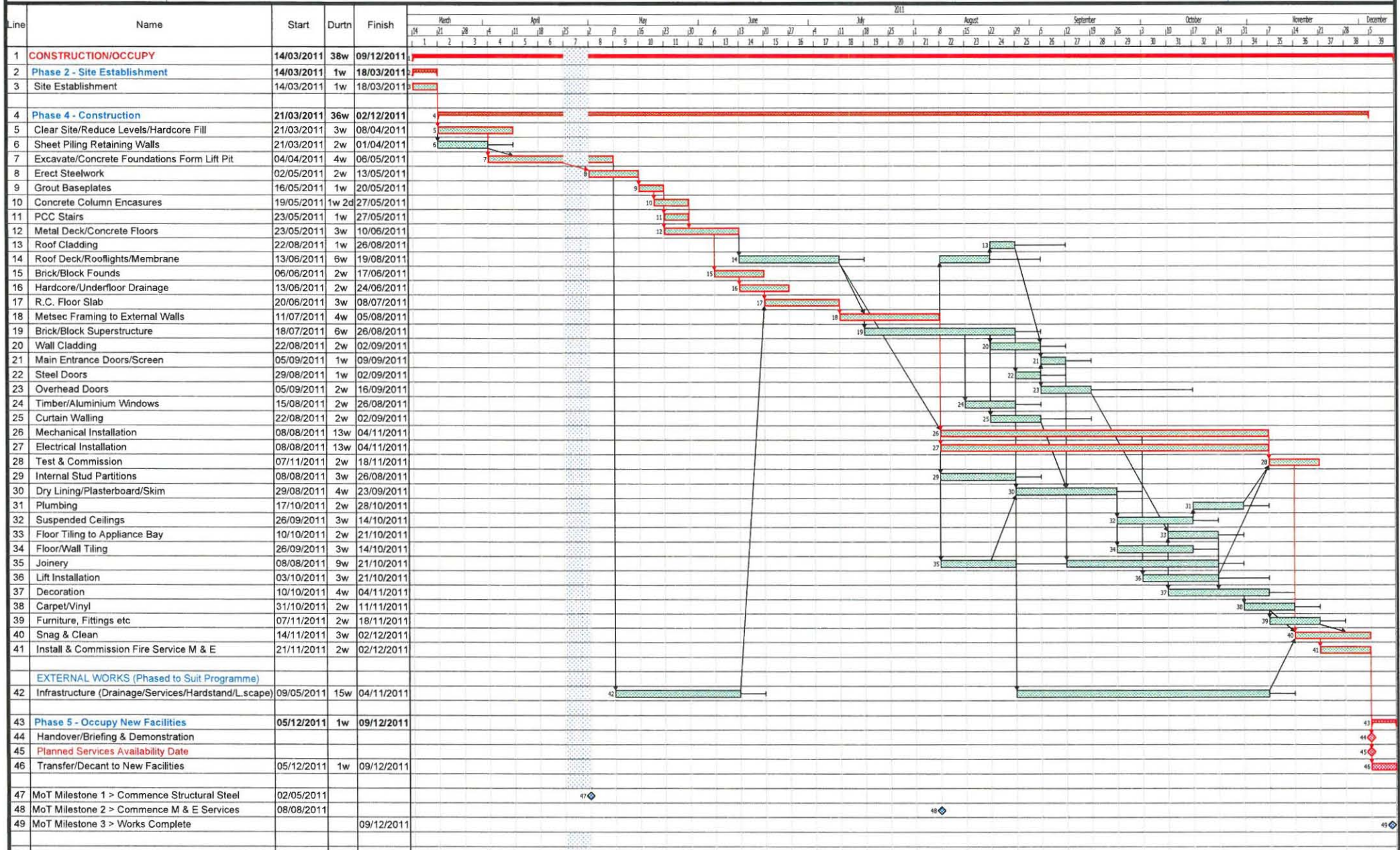
SCHEDULE 5

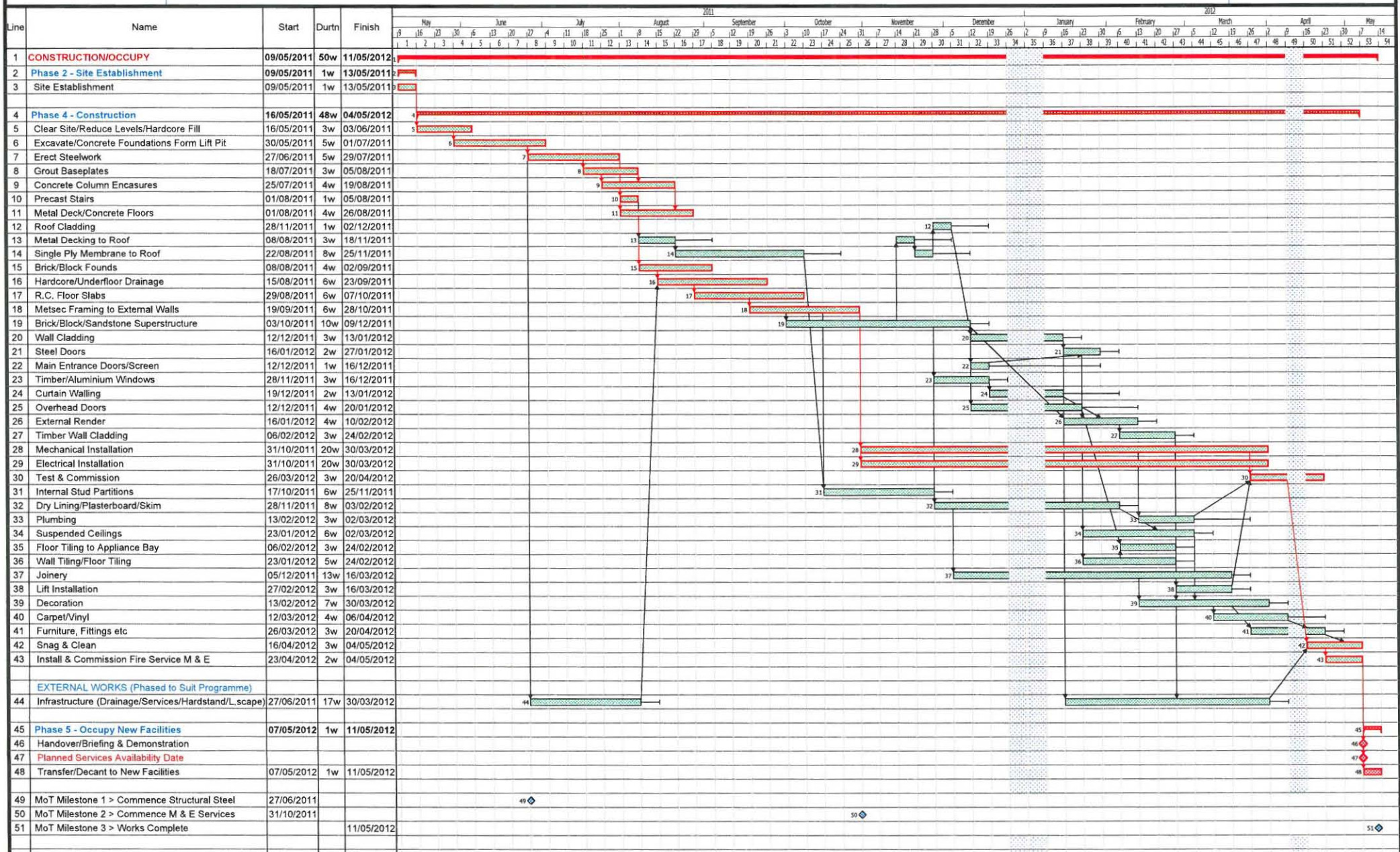
Project Programme

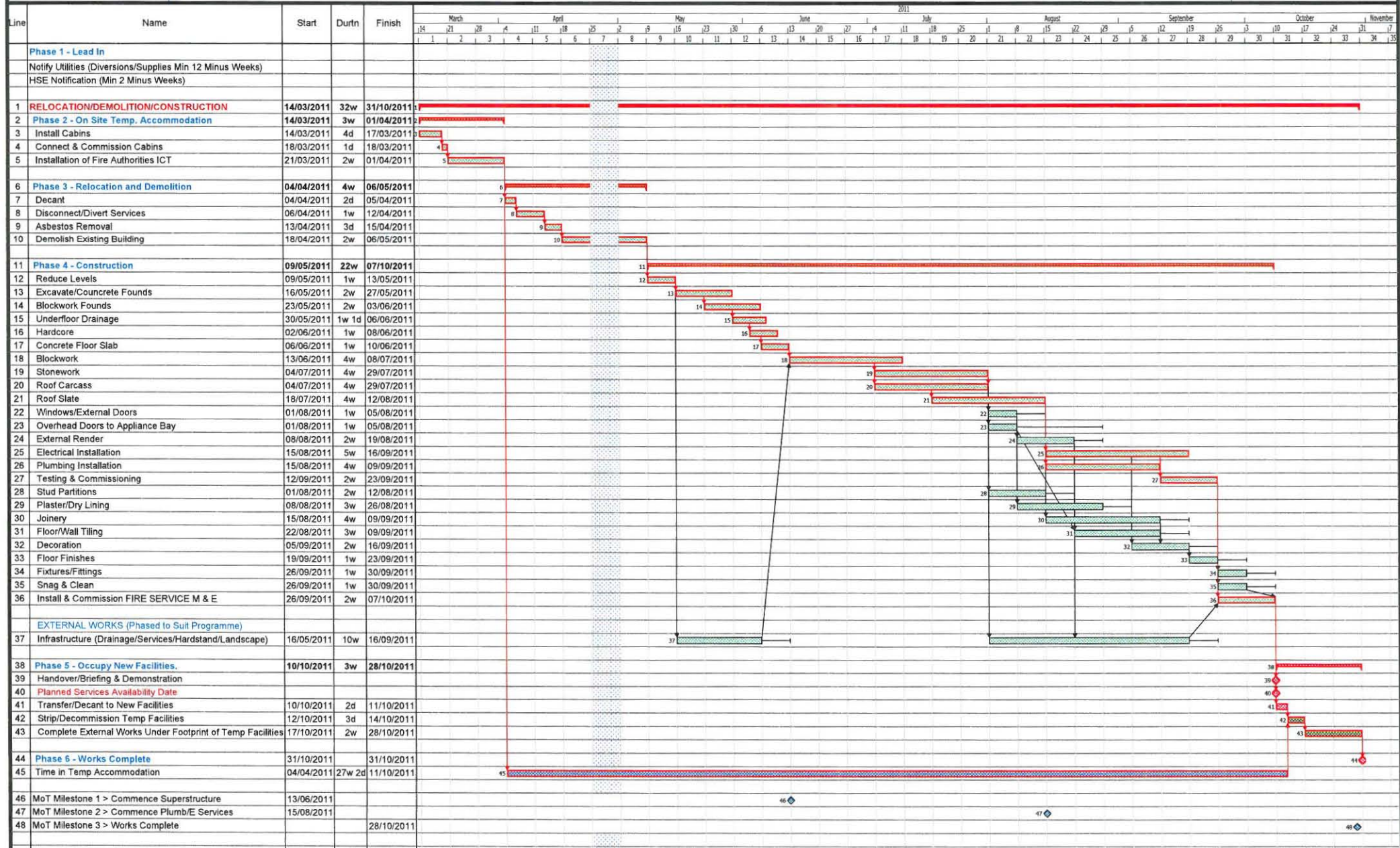
It is accepted that the design has been generally progressed to suit the attached programme whilst an agreed Design Programme (Schedule 6) is developed.

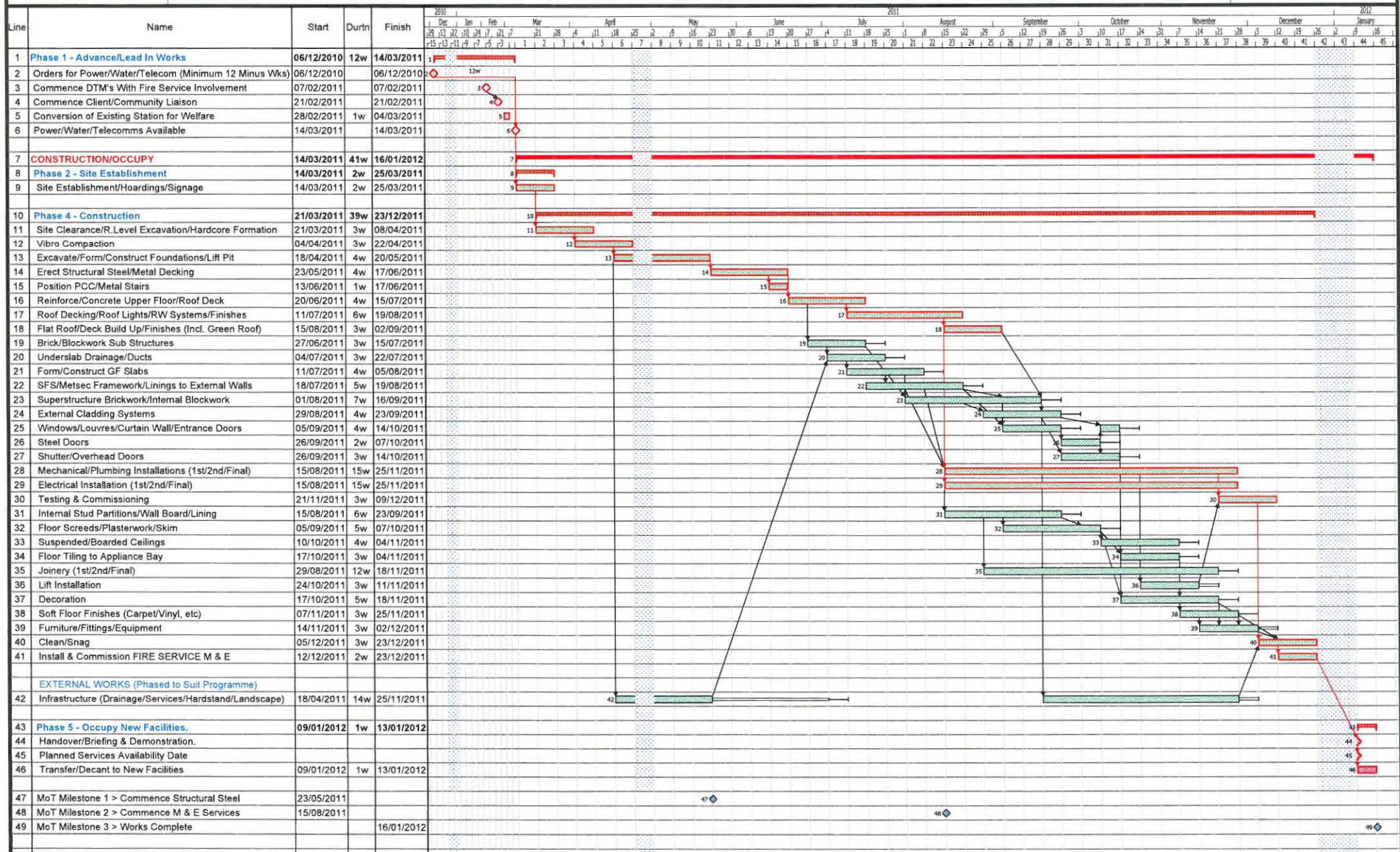


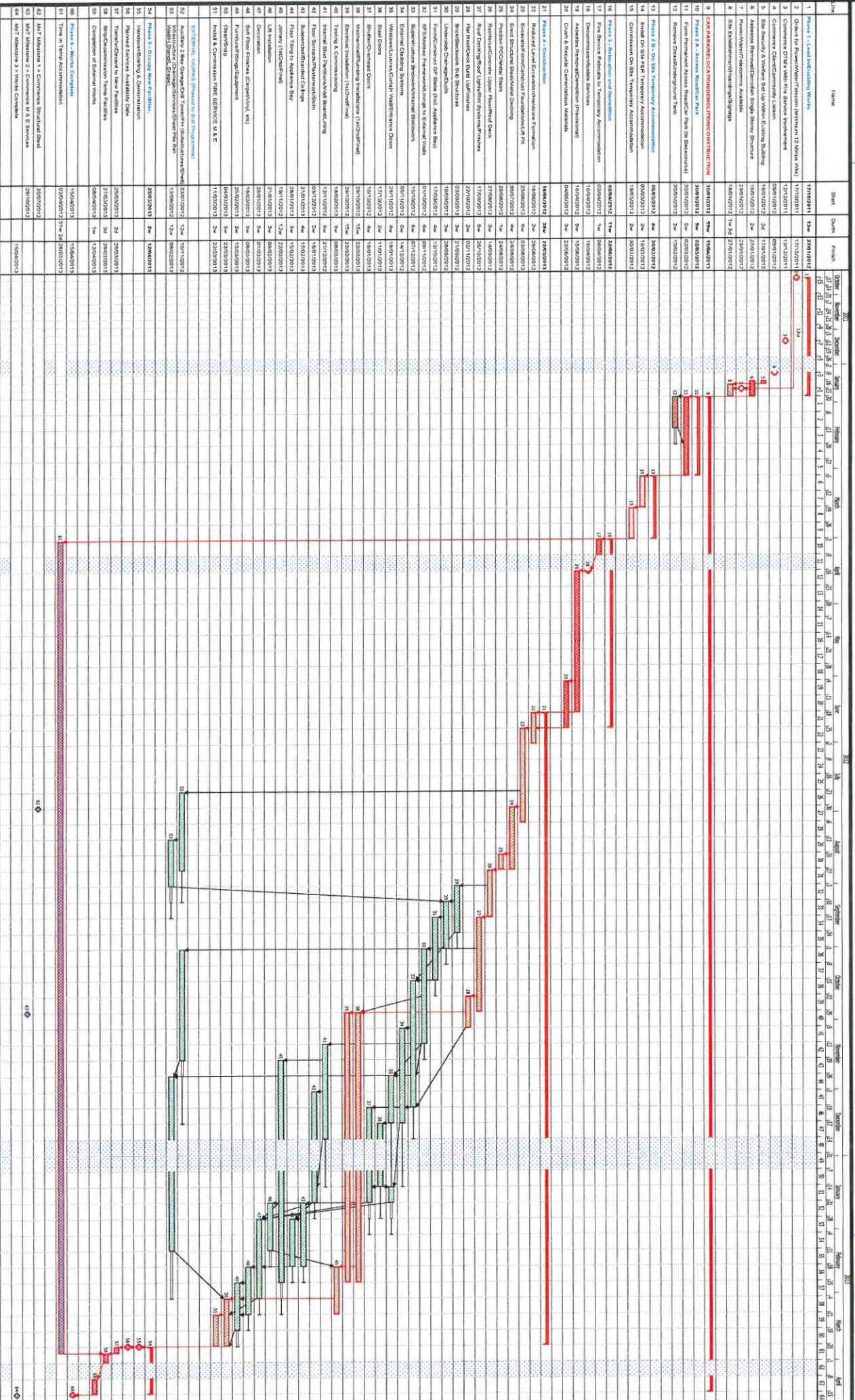












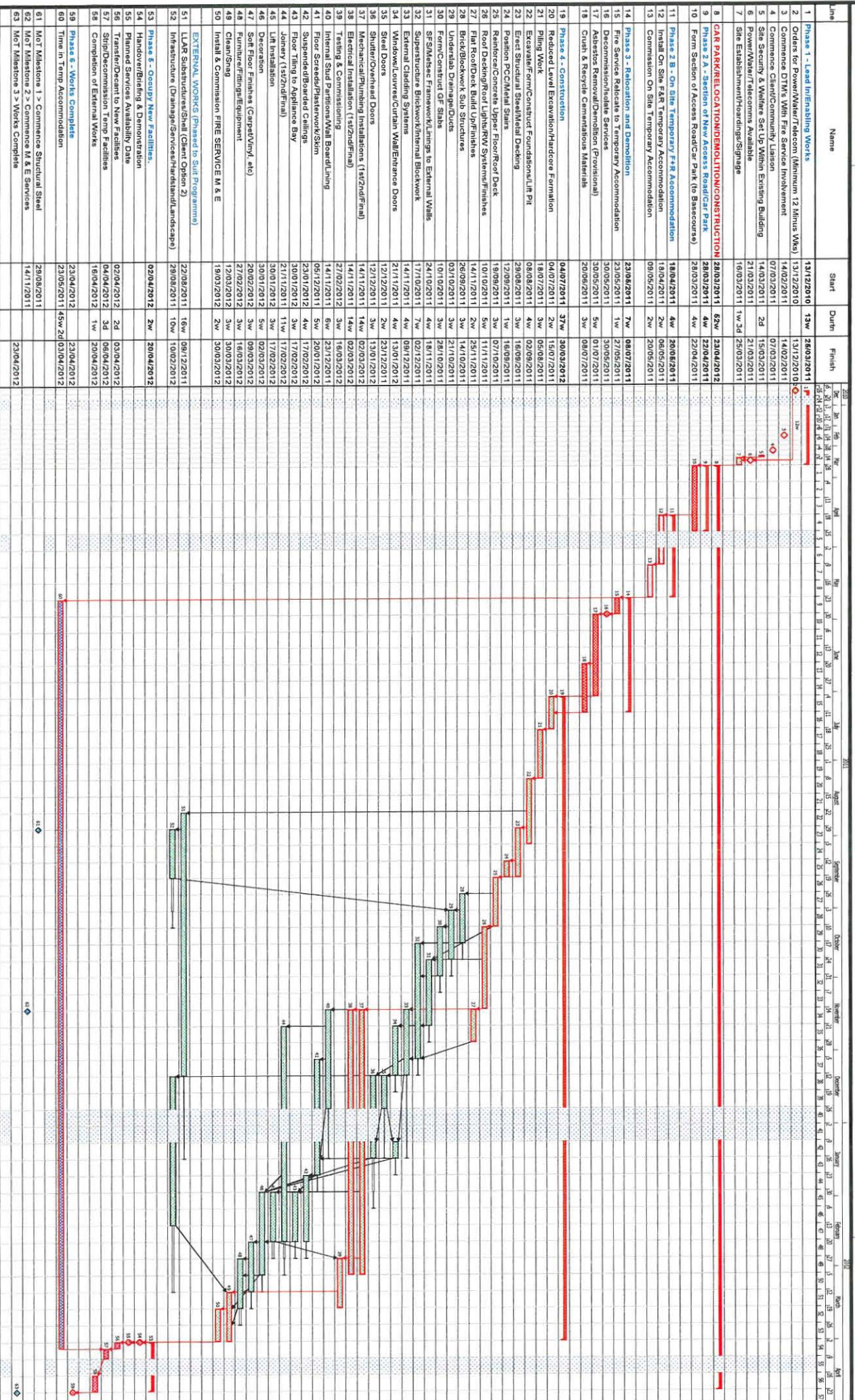
Item	Rev	Date	Description
1	1	17/01/2011	Phase 1 - Initial Construction Works
2	1	17/01/2011	Order for Power/Information (Kitchen, 13 Main Hall)
3	1	17/01/2011	Construction of 3rd Floor Fire Service Reception Area
4	1	09/01/2011	Construction of 3rd Floor Fire Service Reception Area
5	1	09/01/2011	Construction of 3rd Floor Fire Service Reception Area
6	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
7	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
8	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
9	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
10	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
11	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
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44	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
45	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
46	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
47	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
48	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
49	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
50	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
51	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
52	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
53	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
54	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
55	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
56	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
57	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
58	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
59	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
60	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
61	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
62	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
63	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area
64	1	16/01/2011	Construction of 3rd Floor Fire Service Reception Area

Programme ref.: BBFR/SBU/011
Revision number: C

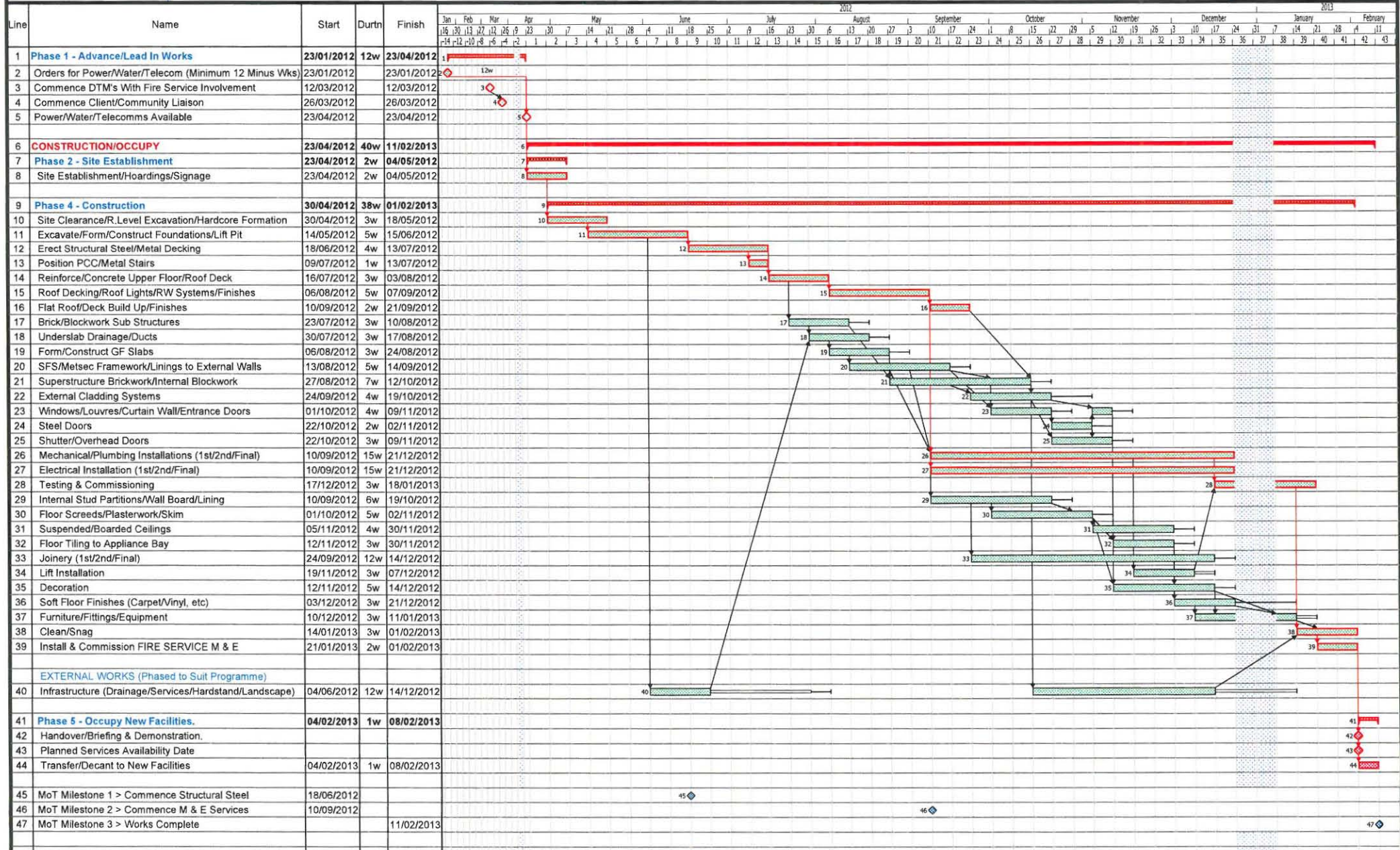
Issue Date: 14/09/2010
Rev. date: 17/01/2011

Comments: Internal Target

Drawn by: PW
Contract No.:

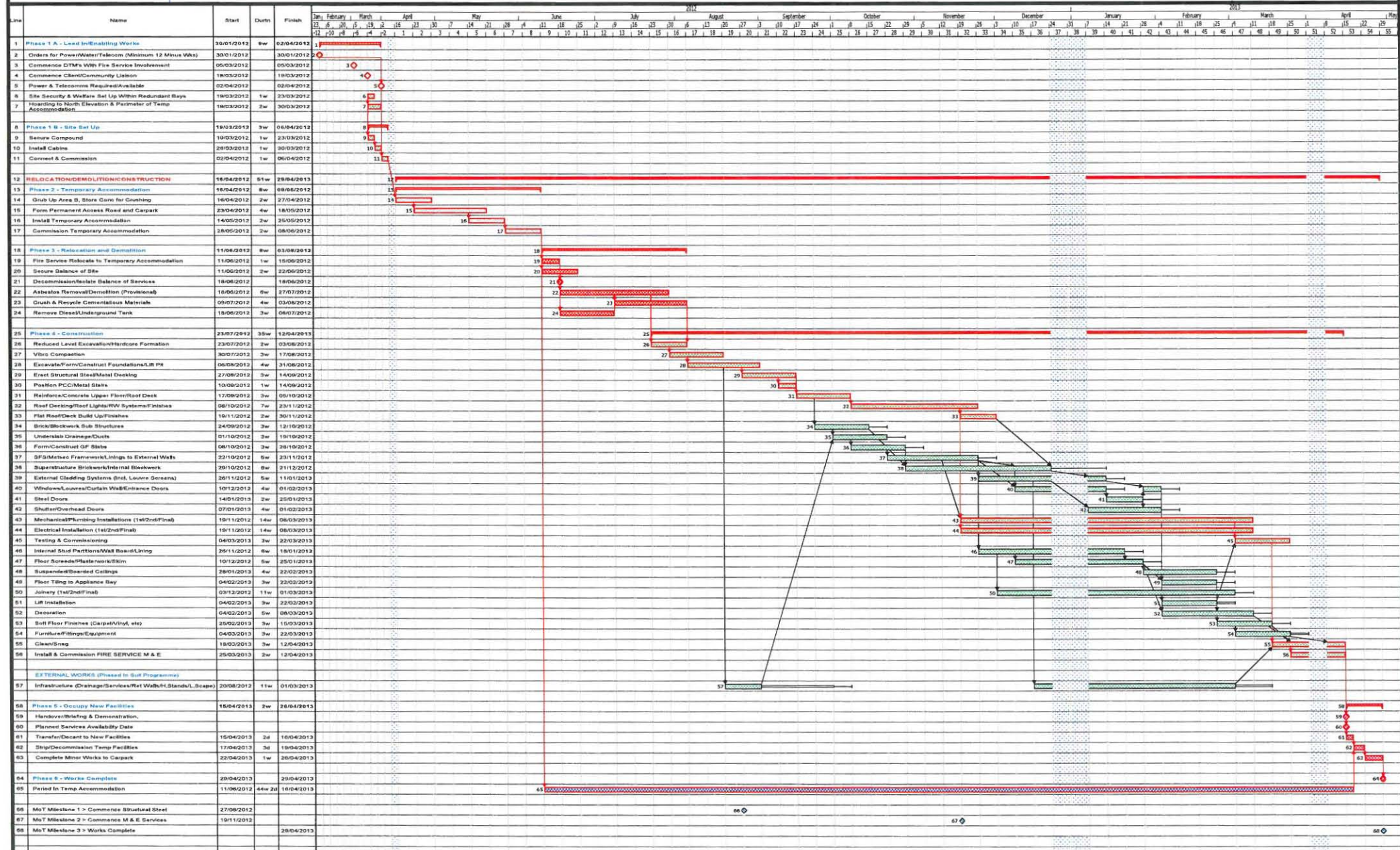


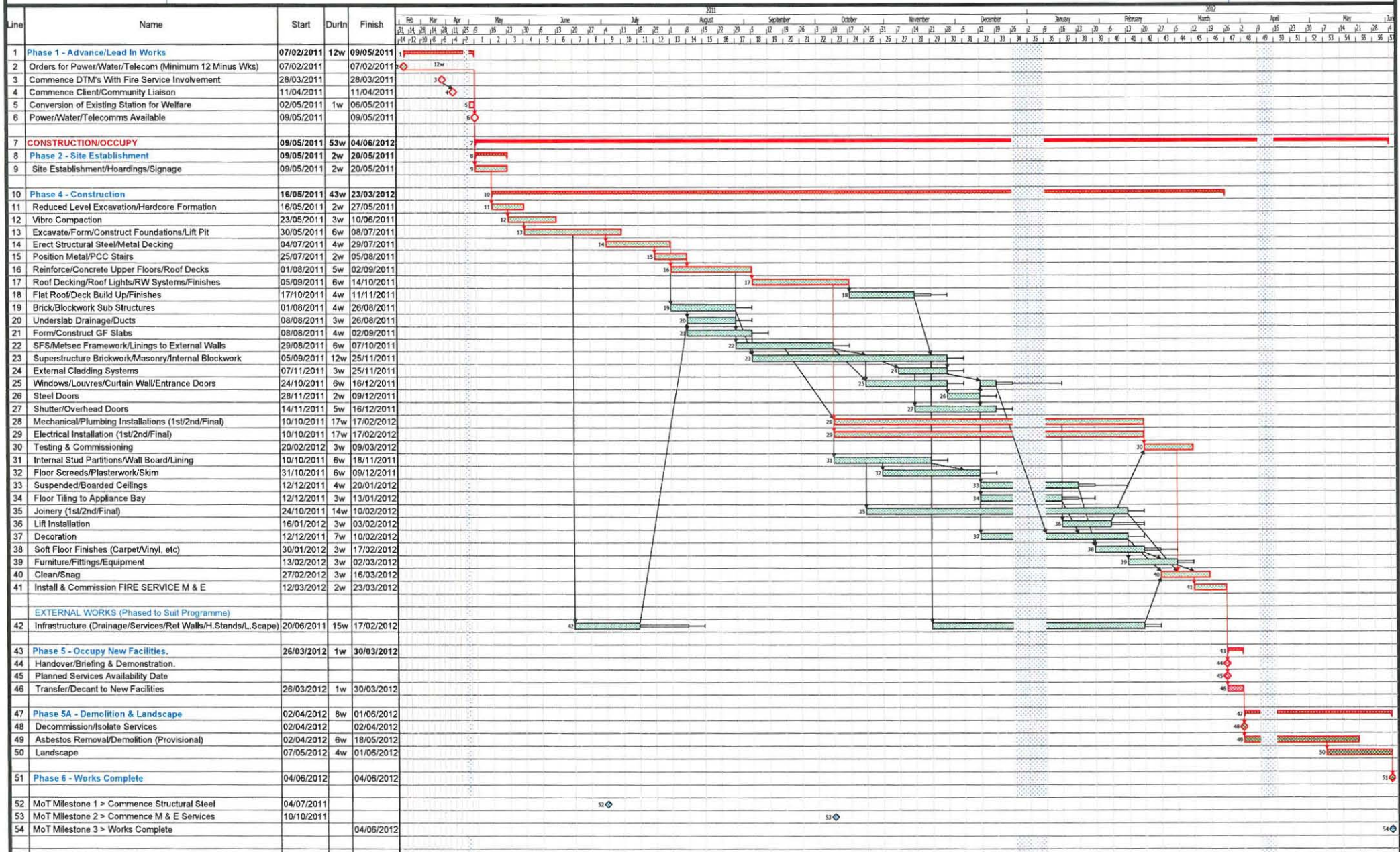
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 Revision number: B Rev. date: 17/01/2011
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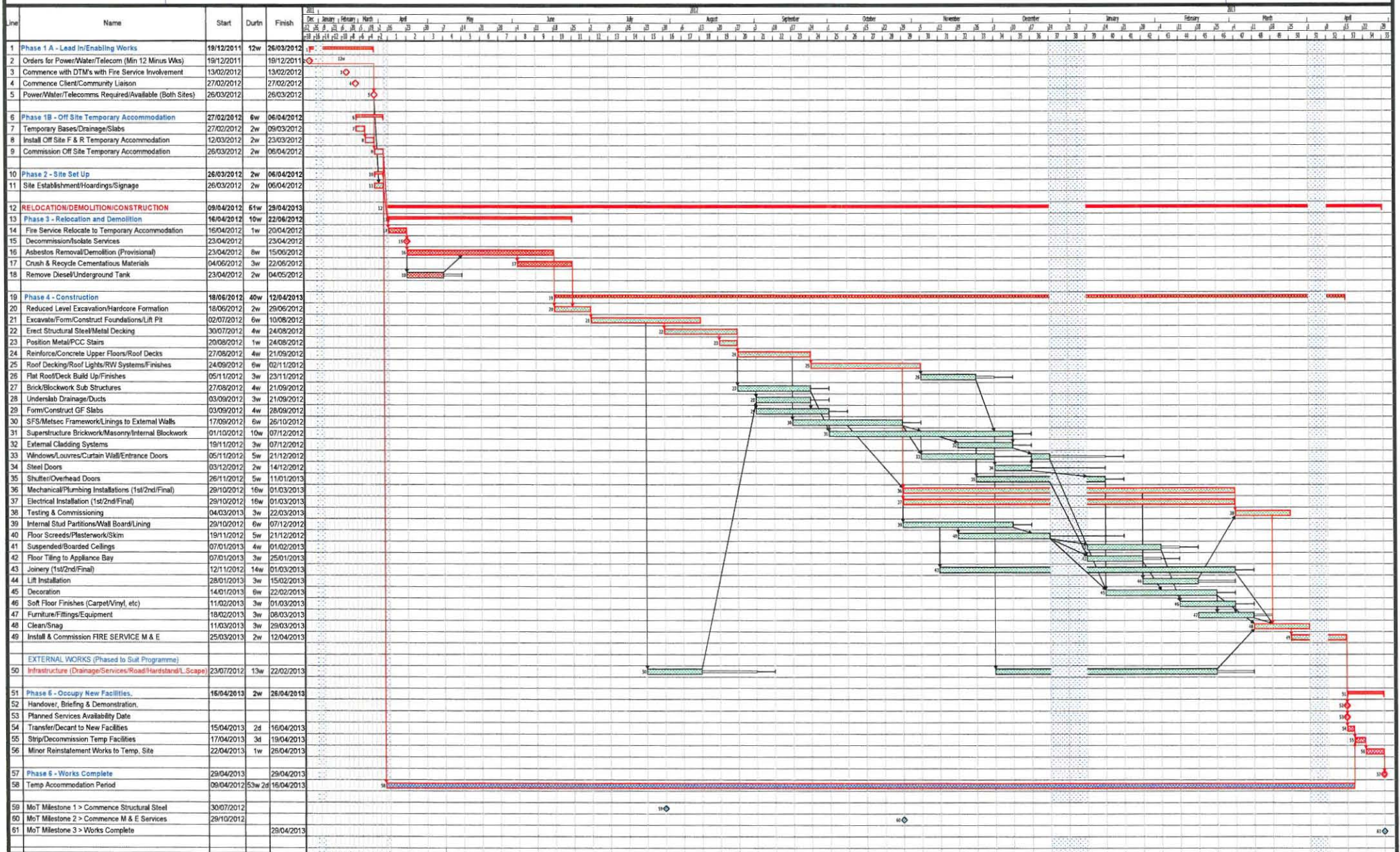


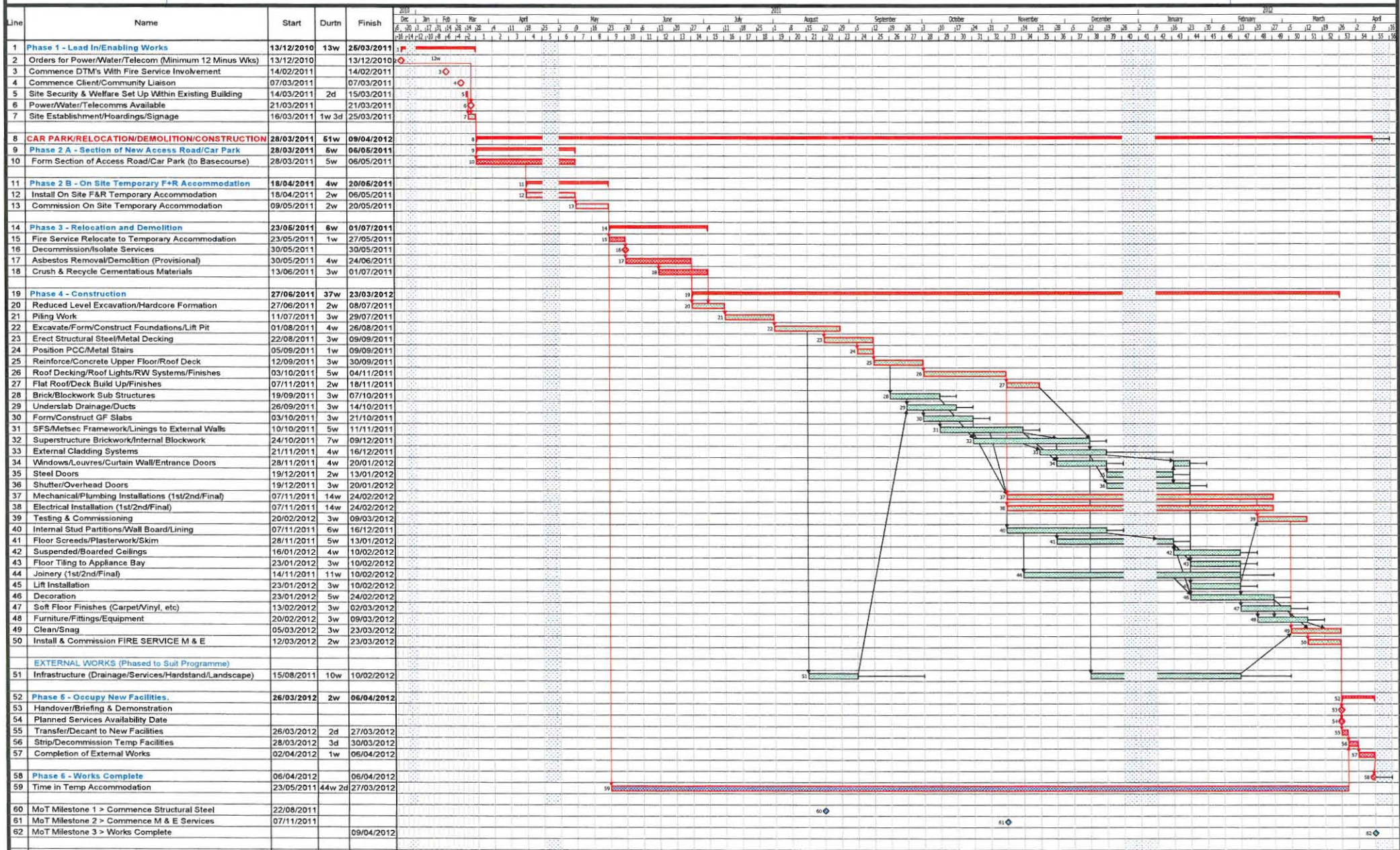
Line	Name	Start	Duration	Finish
1	Phase 1 A - Erasing/Lease Works	03/01/2011	13w	28/03/2011
2	Orders for Power/Hand/Tools (Both Sites, Min 12 Mins Wkg)	14/02/2011		14/02/2011
3	Commence with DTM's with Fire Service Involvement	28/02/2011	1d	29/02/2011
4	Commence Client/Community Liaison	28/02/2011	2w	11/03/2011
5	Establish Welfare in Existing Station	28/02/2011	2w	28/03/2011
6	Temporary Bases/Dumps/Sites	28/02/2011	2w	28/03/2011
7	Power/Water/Telecoms Required Available (Both Sites)	28/02/2011	2w	28/03/2011
8	RELOCATING/DEMOLITION/CONSTRUCTION	14/03/2011	63w	06/04/2012
9	Phase 1B - On Site Temporary Accommodation	14/03/2011	4w	06/04/2011
10	Install Off Site Temporary Accommodation	14/03/2011	2w	25/03/2011
11	Commission Off Site Temporary Accommodation	28/03/2011	2w	08/04/2011
12	Phase 2 - Site Set Up	21/03/2011	3w	08/04/2011
13	Site Establishment/Storage/Signage	21/03/2011	2w	01/04/2011
14	Contract & Commission	04/04/2011	1w	08/04/2011
15	Phase 3 - Relocation and Demolition	11/04/2011	9w	17/05/2011
16	Fire Service Relocate to Temporary Accommodation	11/04/2011	1w	15/04/2011
17	Decontamination/Isolate Services	18/04/2011	1w	19/04/2011
18	Asbestos Removal/Demolition (Provisional)	18/04/2011	7w	10/05/2011
19	Crush & Recycle Cementitious Materials	30/05/2011	3w	17/06/2011
20	Remove Diesel/Underground Tank	18/04/2011	2w	06/05/2011
21	Phase 4 - Construction	13/06/2011	38w	23/03/2012
22	Reduced Level Excavation/Hardcore Formation	13/06/2011	2w	24/06/2011
23	Piling Work	27/06/2011	3w	15/07/2011
24	Excavate/Form/Construct Foundation/Lift Pl	18/07/2011	4w	12/08/2011
25	Erect Structural Steel/Steel Decking	08/08/2011	3w	26/08/2011
26	Pullout PCC Slabs	22/08/2011	1w	26/08/2011
27	Reinforce/Concrete Upper Floor/Roof Deck	29/08/2011	5w	16/09/2011
28	Roof Decking/Roof Light/RW Systems/Finishes	19/09/2011	6w	28/11/2011
29	Fill Roof Deck/Built Up/Finishes	31/10/2011	2w	11/11/2011
30	Brick/Blockwork Sub Structures	05/09/2011	3w	23/09/2011
31	Under slab Drainage/Ducts	12/09/2011	3w	30/09/2011
32	Form/Construct GF Slabs	19/09/2011	4w	14/10/2011
33	SFS/Masonry Framework/Linings to External Walls	03/10/2011	6w	11/11/2011
34	Superstructure Brickwork/Internal Blockwork	17/10/2011	8w	09/12/2011
35	External Cladding Systems	14/11/2011	5w	16/12/2011
36	Window/Louver/Curtain Wall/Entrance Doors	28/11/2011	4w	20/01/2012
37	Steel Doors	19/12/2011	2w	13/01/2012
38	Shutter/Overhead Doors	12/12/2011	4w	20/01/2012
39	Mechanical/Plumbing Installations (1st/2nd/Final)	07/11/2011	14w	24/02/2012
40	Electrical Installation (1st/2nd/Final)	07/11/2011	14w	24/02/2012
41	Teiling & Commissioning	20/02/2012	3w	06/03/2012
42	Internal Stud Partitions/Wall Board/Lining	14/11/2011	6w	23/12/2011
43	Floor Screed/Plasterwork/Skim	05/12/2011	5w	20/01/2012
44	Suspended/Boarded Ceilings	23/01/2012	4w	17/02/2012
45	Floor Tiling to Appliance Bay	30/01/2012	3w	17/02/2012
46	Joinery (1st/2nd/Final)	21/11/2011	11w	17/02/2012
47	Lift Installation	23/01/2012	3w	10/02/2012
48	Decoration	30/01/2012	5w	02/03/2012
49	Soft Floor Finishes (Carpet/Vinyl, etc)	20/02/2012	3w	08/03/2012
50	Furniture/Fittings/Equipment	27/02/2012	3w	16/03/2012
51	Cleaning	05/03/2012	3w	23/03/2012
52	Install & Commission FIRE SERVICE M & E	12/03/2012	2w	23/03/2012
EXTERNAL WORKS (Phased to Suit Programme)				
53	Auxiliary Garages & Pods (Substructure/Shell)	19/07/2011	12w	29/11/2011
54	Infrastructure (Drainage/Services/Road/Handstand/Parking)	07/09/2011	12w	10/02/2012
55	Phase 6 - Occupy New Facilities	26/03/2012	2w	06/04/2012
56	Handover, Briefing & Demonstration	26/03/2012	2d	27/03/2012
57	Planned Services Availability Date	28/03/2012	3d	30/03/2012
58	Transfer/Decant to New Facilities	28/03/2012	1w	06/04/2012
59	Strip/Deconstruct Temp Facilities	02/04/2012	1w	06/04/2012
60	Minor Reinstatement Works to Temp Site	02/04/2012	1w	06/04/2012
61	Phase 6 - Works Complete	06/04/2012	50w	06/04/2012
62	Time In 1 Temp Accommodation	11/04/2011	50w	27/03/2012
63	Mot Milestone 1 - Commence Structural Steel	08/08/2011		
64	Mot Milestone 2 - Commence M & E Services	07/11/2011		
65	Mot Milestone 3 - Works Complete	09/04/2012		

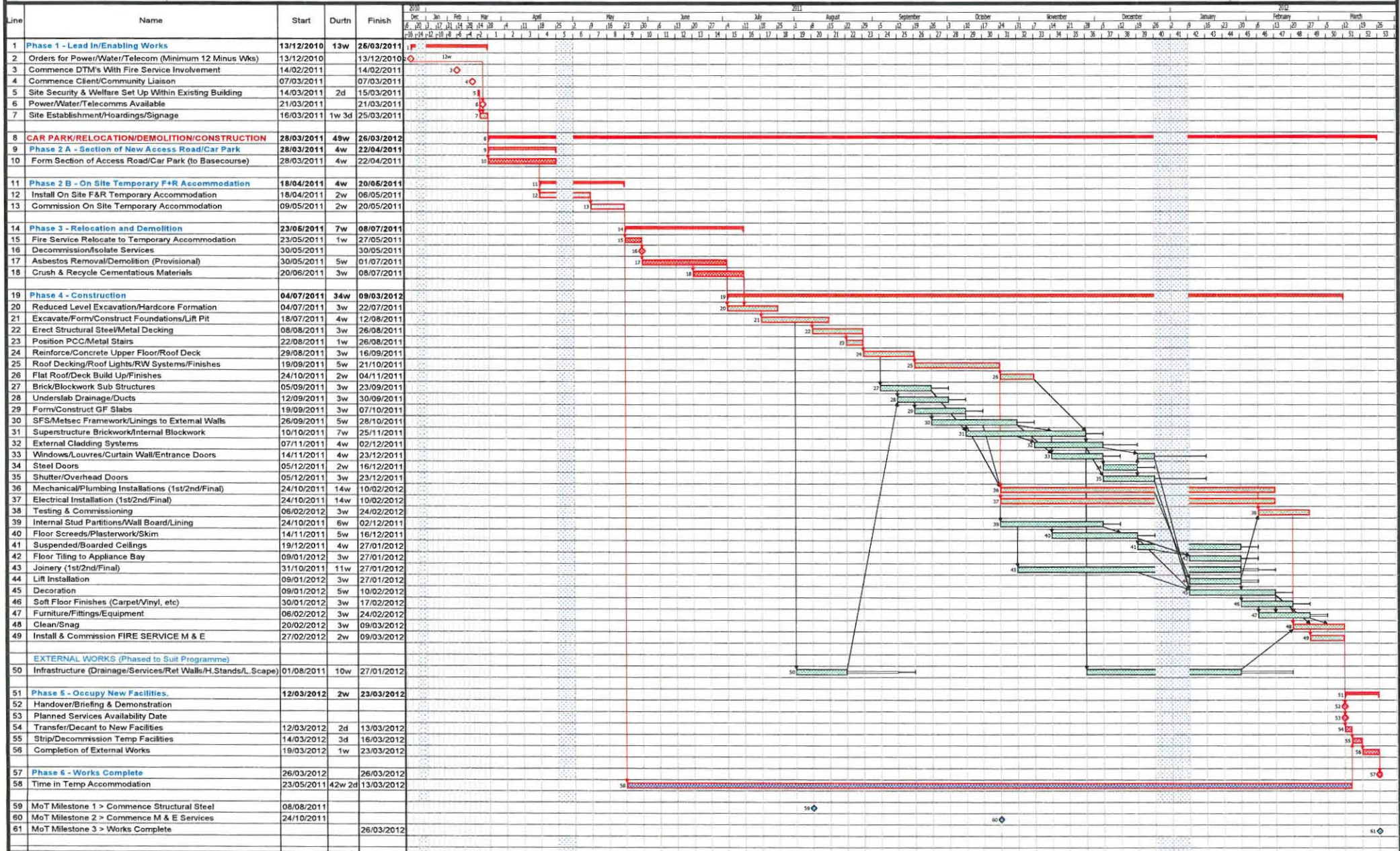
BIRKENHEAD COMMUNITY FIRE & RESCUE STATION
SB Programme (Internal)

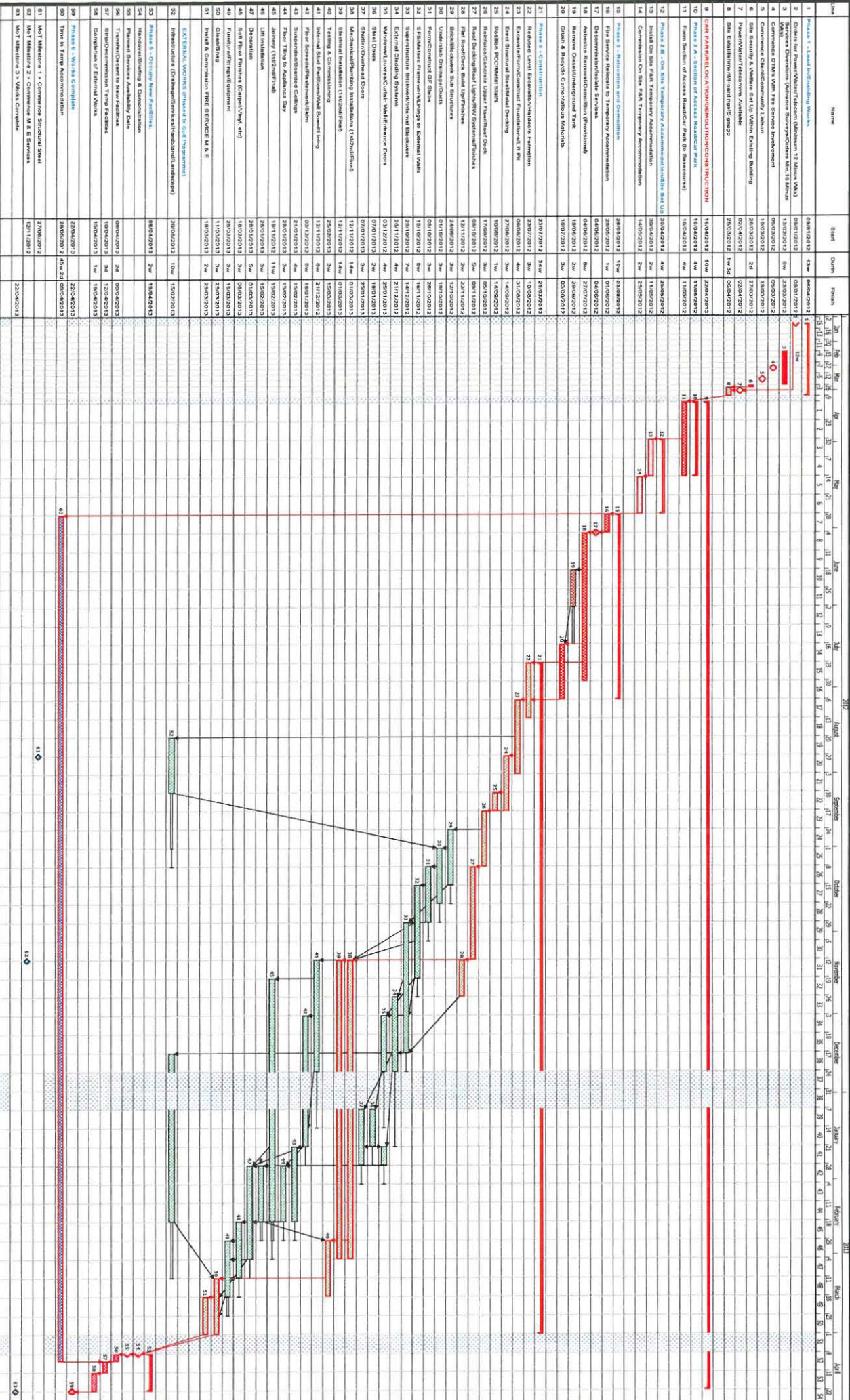






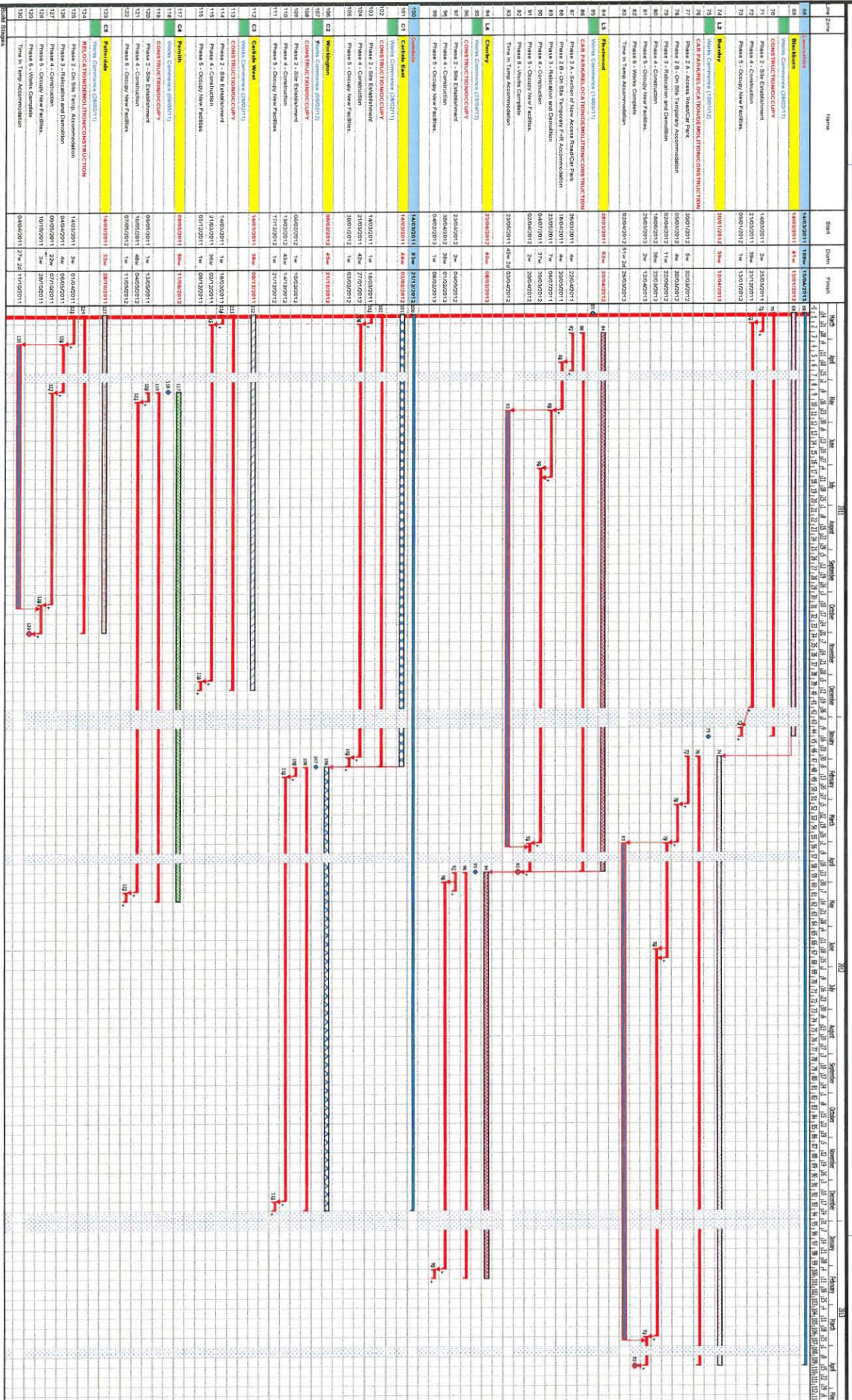






ID	Name	Start	Finish
1	Phase 1 - Land Investigation Works	08/07/2010	08/09/2010
2	Design for Proposed Fire Station Building 12 (2nd Floor) V&V	08/07/2010	08/07/2010
3	Design for Proposed Fire Station Building 12 (2nd Floor) V&V	08/07/2010	08/07/2010
4	Commence OTM V&V Fire Service Inspections	08/07/2010	08/07/2010
5	Commence Civil/Construction Work	08/07/2010	08/07/2010
6	Site Security & Safety - End Up Work - Existing Building	08/07/2010	08/07/2010
7	Temporary Accommodation - Site	08/07/2010	08/07/2010
8	Site Establishment/Installation/Storage	08/07/2010	08/07/2010
9	C&I P&ID/MECHANICAL/ELECTRICAL/CONSTRUCTION	08/07/2010	08/07/2010
10	Phase 2 A - A Section of Access Road/C/Park (to Riverside)	08/07/2010	08/07/2010
11	Phase 2 B - Civil Site - Temporary Accommodation/Storage	08/07/2010	08/07/2010
12	Phase 2 B - Civil Site - Temporary Accommodation/Storage	08/07/2010	08/07/2010
13	Install On Site P&ID Temporary Accommodation	08/07/2010	08/07/2010
14	Construction On Site P&ID Temporary Accommodation	08/07/2010	08/07/2010
15	Phase 3 - Mechanical and Electrical	08/07/2010	08/07/2010
16	Fire Services Requests to Temporary Accommodation	08/07/2010	08/07/2010
17	Chemical/Industrial Services	08/07/2010	08/07/2010
18	Access to Riverside/Storage (Provisional)	08/07/2010	08/07/2010
19	Remove Existing Underground Tank	08/07/2010	08/07/2010
20	Club & Shopfit Construction Materials	08/07/2010	08/07/2010
21	Phase 4 - Construction	08/07/2010	08/07/2010
22	Finalised Level Elevation/Structure Formwork	08/07/2010	08/07/2010
23	Excavation/Construction Foundations in PE	08/07/2010	08/07/2010
24	Final Structural Framework Drying	08/07/2010	08/07/2010
25	Positive Procurement Start	08/07/2010	08/07/2010
26	Reinforcement/Concrete Upper Floor/Deck	08/07/2010	08/07/2010
27	Roof Decking/Floor Upper Floor/Deck	08/07/2010	08/07/2010
28	Final Floor Deck and Sprinklers	08/07/2010	08/07/2010
29	Structural Steel and Structures	08/07/2010	08/07/2010
30	Unstable Chimney/Chimney	08/07/2010	08/07/2010
31	Formwork/Concrete Slabs	08/07/2010	08/07/2010
32	Structural Framework/Concrete to External Walls	08/07/2010	08/07/2010
33	Superstructure Blockwork/Internal Blockwork	08/07/2010	08/07/2010
34	External Cladding Systems	08/07/2010	08/07/2010
35	Ventilation/Curtain Wall/Performance Doors	08/07/2010	08/07/2010
36	Steel Doors	08/07/2010	08/07/2010
37	Mechanical/Electrical Installation (M&E/Final)	08/07/2010	08/07/2010
38	Electrical Installation (M&E/Final)	08/07/2010	08/07/2010
39	Testing & Commissioning	08/07/2010	08/07/2010
40	Internal Steel Partition/Wall Boarding	08/07/2010	08/07/2010
41	Final Structural/ME/Installation	08/07/2010	08/07/2010
42	Structural/ME/Installation	08/07/2010	08/07/2010
43	Final Fit to Adelaide Bay	08/07/2010	08/07/2010
44	Interior (Fitted/Install)	08/07/2010	08/07/2010
45	Life Installation	08/07/2010	08/07/2010
46	Final Fit to Adelaide Bay	08/07/2010	08/07/2010
47	Commission	08/07/2010	08/07/2010
48	Final Fit to Adelaide Bay	08/07/2010	08/07/2010
49	Final Fit to Adelaide Bay	08/07/2010	08/07/2010
50	Commission	08/07/2010	08/07/2010
51	Final & Commission FIRE SERVICE M & E	08/07/2010	08/07/2010
EXTERNAL WORKS (Install to Site Program)			
52	Installation (On-Site/Services/Installation/Workshop)	08/07/2010	08/07/2010
53	Phase 5 - Ongoing New Facilities	08/07/2010	08/07/2010
54	Handover/Bidding & Construction	08/07/2010	08/07/2010
55	Approved Services Availability Date	08/07/2010	08/07/2010
56	Transfer/Move to New Premises	08/07/2010	08/07/2010
57	SBP/Commission Temp Facilities	08/07/2010	08/07/2010
58	Commission of External Works	08/07/2010	08/07/2010
59	Phase 6 - Works Complete	08/07/2010	08/07/2010
60	Time to Temp Accommodation	08/07/2010	08/07/2010
61	Move 1 - Temporary Accommodation	08/07/2010	08/07/2010
62	Move 2 - Temporary Accommodation	08/07/2010	08/07/2010
63	Move 3 - Temporary Accommodation	08/07/2010	08/07/2010

Programme ref.: BFR/SBM/1
 Issue Date: 14/09/2010
 Revision number: B
 Rev date: 17/01/2011
 Comments: Internal Target
 Drawn by: FW
 Contract No.:



SCHEDULE 6

Design Programme

SCHEDULE 7

Collateral Warranty

Dated

2011

OVE ARUP & PARTNERS LIMITED (1)

BALFOUR BEATTY FIRE AND RESCUE NW LIMITED (2)

BORDER CONSTRUCTION LIMITED (3)

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

THIS DEED is made on

2011

BETWEEN

- (1) **OVE ARUP & PARTNERS LIMITED** incorporated in England and Wales registered company number 01312453 whose registered office is at 13 Fitzroy Street, London, W1T 4BQ (the "**Consultant**");
- (2) **BALFOUR BEATTY FIRE AND RESCUE NW LIMITED** incorporated in England and Wales registered company number 07403391 whose registered office is at 6th Floor, 350 Euston Road, Regent's Place, London NW1 3AX (the "**Contractor**"); and
- (3) **BORDER CONSTRUCTION LIMITED** incorporated in England and Wales registered company number 654704 whose registered office is at Marconi Road, Burgh Road Industrial Estate, Carlisle, Cumbria, CA2 7NA (the "**Building Subcontractor**").

BACKGROUND

- (A) BY A DESIGN AND BUILD CONTRACT DATED ON OR ABOUT THE DATE OF THIS DEED THE CONTRACTOR HAS APPOINTED MANSELL CONSTRUCTION SERVICES LIMITED TO CARRY OUT IN RELATION TO THE SITES THE DESIGN AND CONSTRUCTION OF THE WORKS (THE "**BUILDING CONTRACT**").
- (B) BY A DESIGN AND BUILD SUBCONTRACT DATED ON OR ABOUT THE DATE OF THIS DEED MANSELL CONSTRUCTION SERVICES LIMITED HAS APPOINTED THE BUILDING SUBCONTRACTOR TO CARRY OUT IN RELATION TO CERTAIN SITES DESIGN AND COSTRUCTION WORKS (the "**BUILDING SUBCONTRACT**").
- (C) 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.
- (D) 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 rely on any limitation in the Appointment and to raise equivalent rights in defence of liability (except for set off or counterclaim) as it would have if the Contractor were named as joint employer 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 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 other than for such other uses 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 any one occurrence each

claim or series of occurrences arising out of any one 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 (as and when reasonably required by the Contractor) 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);
- 5.1.3 provide the Contractor with copies of all notices under the Professional Indemnity Insurance (referred to in clause 3.1) relating to the Works;
- 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 event of which it becomes aware, or of which it could reasonably be expected to become aware, which may vitiate the Professional Indemnity Insurance;
 - (d) 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;
 - (e) provide 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;
 - (f) 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

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 Subcontractor and thereupon the Consultant will admit that the Contractor is the Building Subcontractor 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 Subcontractor'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 either the Building Contract or the Building Subcontract are 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 either the Building Contract or the Building Subcontract have 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

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

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

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.

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

EXECUTED AS A DEED by the Consultant acting by a Director and its Secretary/two Directors:

Director

Director/Secretary

EXECUTED AS A DEED by **BORDER CONSTRUCTION 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

.....

DATED _____ 2011

OVE ARUP & PARTNERS LIMITED
And
CUMBRIA COUNTY COUNCIL
and
LANCASHIRE COMBINED FIRE AUTHORITY
and
MERSEYSIDE FIRE AND RESCUE AUTHORITY
and
BORDER CONSTRUCTION LIMITED

DUTY OF CARE DEED
relating to North West Fire PFI Project

THIS DEED is made on
BETWEEN:-

2011

- (1) OVE ARUP & PARTNERS LIMITED (Company Number 01312453) whose registered office is at 13 Fitzroy Street, London, W1T 4BQ (the "Consultant");
- (2) BORDER CONSTRUCTION LIMITED (registered in England No. 654704) whose registered office is at Marconi Road, Burgh Road Industrial Estate, Carlisle, Cumbria CA2 7NA ("Building Subcontractor")
- (3) 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 Beneficiary")

BACKGROUND

- (A) By a project agreement dated _____ (the "Project Agreement") the Authorities have appointed the Balfour Beatty Fire and Rescue NW Limited (" 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 Mansell Construction Services Limited to carry out in relation to the Sites the design and construction of the Works.
- (C) By a design and build subcontract dated _____ ("the Building Subcontract") the Mansell Construction Services Limited has appointed the Building Subcontractor to carry out works in relation to identified Sites.
- (D) The Consultant has been appointed by the Building Subcontractor under a deed of appointment dated _____ (the "Appointment") to provide services in relation to the Works.
- (E) The Consultant is obliged under the Appointment to give a warranty in this form in favour of the Beneficiary.

1. **DEFINITIONS AND INTERPRETATIONS**

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.

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 Beneficiary 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 Beneficiary to rely on any limitation in the Appointment and to raise equivalent rights in defence of liability (except for set off or counterclaim) as it would have if the Beneficiary were named as joint employer under the Appointment. Upon the expiration of twelve (12) years from the date of completion of the Works in accordance with the Building Subcontract, the liability of the Consultant under this Deed shall cease and determine, save in relation to any claims made by the Beneficiary against the Consultant and notified by the Beneficiary 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 Beneficiary 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 Project 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 Beneficiary 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 other than for such other uses 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 Beneficiary or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 4.3. The Consultant warrants to the Beneficiary 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 Beneficiary 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 any one occurrence or series of occurrences arising out of any one 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 (as and when reasonably required by the Beneficiary) satisfactory to the Beneficiary 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);
- 5.1.3. provide the Beneficiary with copies of all notices under the Professional Indemnity Insurance (referred to in clause 3.1) relating to the Works;
 - 5.1.4. provide the Beneficiary with notice of:-
 - 5.1.4.1. 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;
 - 5.1.4.2. any material changes to or suspension of cover relevant to the Works;
 - 5.1.4.3. any event of which it becomes aware, or of which it could reasonably be expected to become aware, which may vitiate the Professional Indemnity Insurance;
 - 5.1.4.4. 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;
 - 5.1.5. provide such information to the Beneficiary as the Beneficiary 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;
 - 5.1.6. 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**

- 6.1. 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**

- 7.1. 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**

- 8.1. The benefit of and the rights of the Beneficiary under this Deed may be assigned without the consent of the Consultant on two (2) occasions only and the Beneficiary 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. BENEFICIARY' REMEDIES

9.1. The rights and benefits conferred upon the Beneficiary 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

10.1. 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 Beneficiary 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 Beneficiary in writing forthwith. This clause does not create any additional duty for the Consultant to inspect or check the work of others which is not required by the Appointment.

12. STEP-IN RIGHTS IN FAVOUR OF THE BENEFICIARY

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 Beneficiary 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 Beneficiary may give written notice to the Consultant that the Beneficiary will thenceforth become the employer under the Appointment to the exclusion of the Building Subcontractor and thereupon the Consultant will admit that the Beneficiary is 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 Beneficiary have given such notice as aforesaid or under clause 12.3 below, the Beneficiary shall accept liability for the employer'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 Beneficiary; and

12.1.3. if the Beneficiary have given such notice as aforesaid or under clause 12.3 below, the Beneficiary 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 Beneficiary 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 Beneficiary to the Consultant, the Beneficiary will not be under any obligation to the Consultant nor will the Consultant have any claim or cause of action against the Beneficiary unless and until the Beneficiary 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 Beneficiary that if the Project Agreement is terminated by the Beneficiary the Consultant, if requested by the Beneficiary by notice in writing and subject to clause 12.1.2 and clause 12.1.3, will accept the instructions of the Beneficiary to the exclusion of the Building Subcontractor 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 Beneficiary is substituted for the Building Subcontractor 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 Subcontractor acknowledges that the Consultant will be entitled to rely on a notice given to the Consultant by the Beneficiary under clause 12.3 as conclusive evidence that the Project Agreement has been terminated by the Beneficiary.

12.6. The Beneficiary may by notice in writing to the Consultant appoint another person to exercise their rights under this clause 12 subject to the Beneficiary remaining liable to the Consultant as guarantor for their appointee in respect of their obligations under this Deed.

13. **SUB-CONSULTANTS**

13.1. Following a written request from the Beneficiary 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**

14.1. 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**

15.1. 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 Building 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
OVE ARUP & PARTNERS LIMITED
acting by

Director
Director/Secretary

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
BORDER CONSTRUCTION LIMITED
acting by

Director
Director/Secretary

DATED _____ 2011

OVE ARUP & PARTNERS LIMITED
And
BORDER CONSTRUCTION LIMITED
and
MANSELL CONSTRUCTION SERVICES LIMITED

DUTY OF CARE DEED
relating to North West Fire PFI Project

THIS DEED is made on
BETWEEN:-

2011

- (1) OVE ARUP & PARTNERS LIMITED (Company Number 01312453) whose registered office is at 13 Fitzroy Street, London, W1T 4BQ (the "Consultant");
- (2) BORDER CONSTRUCTION LIMITED (registered in England No. 654704) whose registered office is at Marconi Road, Burgh Road Industrial Estate, Carlisle, Cumbria CA2 7NA ("Building Contractor")
- (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 (" Beneficiary")

BACKGROUND

- (A) By a project agreement dated _____ (the "Project Agreement") the Authorities have appointed Balfour Beatty Fire and 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 Beneficiary to carry out in relation to the Sites the design and construction of the Works.
- (C) By a design and build subcontract dated _____ ("the Building Subcontract") the Beneficiary has appointed the Building Contractor to carry out works in relation to identified Sites
- (D) 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.
- (E) The Consultant is obliged under the Appointment to give a warranty in this form in favour of the Beneficiary.

1. **DEFINITIONS AND INTERPRETATIONS**

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.

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 Beneficiary 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 Beneficiary to rely on any limitation in the Appointment and to raise equivalent rights in defence of liability (except for set off or counterclaim) as it would have if the Beneficiary were named as joint employer under the Appointment. Upon the expiration of twelve (12) years from the date of completion of the Works in accordance with the Building Subcontract, the liability of the Consultant under this Deed shall cease and determine, save in relation to any claims made by the Beneficiary against the Consultant and notified by the Beneficiary 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 Beneficiary 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 Project 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 Beneficiary 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 other than for such other uses 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 Beneficiary or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 4.3. The Consultant warrants to the Beneficiary 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 Beneficiary 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 any one occurrence or series of occurrences arising out of any one 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 (as and when reasonably required by the Beneficiary) satisfactory to the Beneficiary 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);
- 5.1.3. provide the Beneficiary with copies of all notices under the Professional Indemnity Insurance (referred to in clause 3.1) relating to the Works;
 - 5.1.4. provide the Beneficiary with notice of:-
 - 5.1.4.1. 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;
 - 5.1.4.2. any material changes to or suspension of cover relevant to the Works;
 - 5.1.4.3. any event of which it becomes aware, or of which it could reasonably be expected to become aware, which may vitiate the Professional Indemnity Insurance;
 - 5.1.4.4. 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;
 - 5.1.5. provide such information to the Beneficiary as the Beneficiary 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;
 - 5.1.6. 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**

- 6.1. 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**

- 7.1. 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**

- 8.1. The benefit of and the rights of the Beneficiary under this Deed may be assigned without the consent of the Consultant on two (2) occasions only and the Beneficiary 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. BENEFICIARY' REMEDIES

9.1. The rights and benefits conferred upon the Beneficiary 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

10.1. 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 Beneficiary 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 Beneficiary in writing forthwith. This clause does not create any additional duty for the Consultant to inspect or check the work of others which is not required by the Appointment.

12. STEP-IN RIGHTS IN FAVOUR OF THE BENEFICIARY

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 Beneficiary 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 Beneficiary may give written notice to the Consultant that the Beneficiary will thenceforth become the employer under the Appointment to the exclusion of the Building Contractor and thereupon the Consultant will admit that the Beneficiary 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 Beneficiary have given such notice as aforesaid or under clause 12.3 below, the Beneficiary 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 Beneficiary; and
- 12.1.3. if the Beneficiary have given such notice as aforesaid or under clause 12.3 below, the Beneficiary 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 Beneficiary 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 Beneficiary to the Consultant, the Beneficiary will not be under any obligation to the Consultant nor will the Consultant have any claim or cause of action against the Beneficiary unless and until the Beneficiary 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 Beneficiary that if the Building Subcontract is terminated by the Beneficiary the Consultant, if requested by the Beneficiary by notice in writing and subject to clause 12.1.2 and clause 12.1.3, will accept the instructions of the Beneficiary 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 Beneficiary 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 Beneficiary under clause 12.3 as conclusive evidence that the Building Subcontract has been terminated by the Beneficiary.
- 12.6. The Beneficiary may by notice in writing to the Consultant appoint another person to exercise their rights under this clause 12 subject to the Beneficiary remaining liable to the Consultant as guarantor for their appointee in respect of their obligations under this Deed.

13. **SUB-CONSULTANTS**

- 13.1. Following a written request from the Beneficiary 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**

- 14.1. 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**

- 15.1. 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 Building 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
OVE ARUP & PARTNERS LIMITED
acting by

Director
Director/Secretary

SIGNED AS A DEED by
BORDER CONSTRUCTION LIMITED
acting by

Director
Director/Secretary

SIGNED AS A DEED by
MANSELL CONSTRUCTION SERVICES LIMITED
acting by

Director
Director/Secretary

SCHEDULE 8

Design Responsibilities Checklist

Job No: ZNNWF10

Date: 1 June 2010

Job Title: North West Fire and Rescue Service

Revision: 002

- ✓ Denotes design input required
- ✓✓ Denotes design responsibility/accountability
- * Denotes information required for decant sites
- MC Denotes Border Construction

General	MC	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			√ (1)	√ (2)	√		
Checking S/C Drawings		√	√ (1)	√ (2)	√		
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		√		√√ (3)			
Room Data Sheet							Client
Specifications (& Schedules M&E Only)							
a) Architectural		√√	√	√			
b) Structural		√	√√				
c) Building services		√		√√			

Arup Notes: -

- (1) C&S to check relevant steelwork sub-contractor calculations only
- (2) M&E to check M&E sub-contractor calculations only
- (3) Arup responsible for reporting on daylight factors achieved, not designing the windows system to achieve relevant daylight levels

Legal	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
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	√√		√	√(4)			
Sewer Heading			√√				
Electrical Capacity				√√			
Gas Capacity				√√			
Telecommunications				√√			Client
Water Capacity				√√			

Arup Notes: -

- (4) Arup completed original load assessment and initial enquiries for diversions / new supplies to utility companies. Mansell to take responsibility for statutory liaison in accordance with revised Arup scope covered in letter dated 9th December 2010.

Site Works	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
Archaeological Inspections		√					√√
Dilapidation Survey - Buildings/Site/Services	√√						
Soil Survey/Report	√		√			√√	
Survey of all Existing Underground Services	√√			√			
Topographical Survey							Client

Drainage	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
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		√	√√				

Foundations/Groundworks	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
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 Design (Excluding reinforcement drawings and schedules)(5)			√√				

Arup Notes: -

(5) Rewording in accordance with revised Arup scope covered in letter dated 9th December 2010.

Structural Frame	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
Beam Intrusion of Stairwells / Openings		√√	√				
Bolt Intrusion to Finishes		√√	√				
Connection Design			√			√√	
Downstand/Upstand Beams		√	√√				
Primary support to: - <ul style="list-style-type: none"> • external envelope support rails • trimming for openings in main frame where required by proprietary secondary steel systems • trimmings to appliance bays See Note (6)		√	√√			√	
Ext Envelope Support Rails		√	√			√√	
Fire Protection steel frame		√√	√				
Steel Frame / Concrete Design		√	√√				
Holorib Decking and Reinforcement		√	√			√√	
Frame Setting Out		√	√√			√	
Primary support to proprietary secondary steelwork(7)		√	√√			√	
Windposts and door trimmers to support masonry where proprietary secondary framing systems are not being employed(8)		√	√√				
Storey Heights, Headroom and Escape Widths		√√	√	√			
In-situ Concrete Flooring		√	√√				
Load-bearing Walls, Bricks/Blocks Concrete		√	√√				
Movement Joints / Structural Support		√	√√			√	
Protection Systems for Steelwork (Paint)		√	√√			√	
In-situ Concrete/Steel/Composite		√	√√			√	
PC Pre-stressed Floor / PC Concrete		√	√			√√	
Stairs- Precast/In-situ/Pockets for Balustrades		√	√			√√	
Temporary Bracing(9)			√			√√	
Lift Shaft - Incorporation of lift beam loads into main frame design(10)		√	√√			√	

Arup Notes: -

- (6) Reworded to clarify in accordance with our email to Mansell of 7th February 2011
- (7) Re-wording in line with clarification above on external envelope
- (8) Additional item to clearly identify responsibilities for masonry support where secondary framing systems are not being employed
- (9) This is the responsibility of the steel fabricator and is part of their erection method statement
- (10) Re-wording to make clear

Envelope and Roof	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
Access Routes inc. Fall Arrest		√√		√	√	√	
Building Setting out		√√	√			√	
Build Up		√√	√	√		√	
Roof Structure		√	√√			√	
Roof decking and PC concrete			√			√√	
Roof structure purlins and secondary supports		√	√			√√	
Roof Perforations/Penetrations (for M&E services)		√	√	√√	√	√	
Roof Perforations/Penetrations (Setting out)		√√	√		√	√	
Roof Upstands and Parapets		√√	√	√	√	√	
Design Loadings, Wind/Rain/Thermal/Plant	-	√	√√	√	√		
Lightning Conduction(11)		√		√	√√	√	
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(12)		√		√√			

Arup Notes: -

(11) M&E Sub-contractor to take design responsibility role for this item

(12) Arup to provide opening area requirement only, Architects will be responsible for designing the required free area into the glazing system design

Internal Walls	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
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(13)		√√		√			

Arup Notes: -

- (13) Architect to locate the hand dryers, Arup will provide power supplies to the required locations

Fire Protection	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
External Landing at Escape Doors		√√	√				
Fire Alarms - Break Glass Points/Positions Wave 1-3 Arup, remainder sub Contract Design		√		√√	√√		
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 Wave 1-3 Arup remainder sub Con.		√		√√		√√	
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		√√		√			

Floor, Wall & Ceiling Finishes	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub-Con	Sub-Con	Other
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		√√	√			√	

External Works	MC	Arch	C&S Eng	M&E Cnsltnt	M+E Sub- Con	Sub- Con	Other
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 Wave 1-3 Arup remainder sub Contract Design		√		√√			
Steps/Ramps/Handrails/Barriers/Disabled Ramps		√√	√				

Mechanical, Electrical and Public Health	MC	Arch	C&S Eng	M&E Cnsitnt	M+E Sub-Con	Sub-Con	Other
Hot & Cold Water Services		√		√√			
Ventilation System		√		√√			
Air Conditioning System		√		√√	√		
Electrical Services		√		√√	√		
Heating System		√		√√	√		
CCTV System Wave 1-3 Arup remainder sub Contract design		√		√√	√√		
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 Wave 1-3 Arup remainder sub Contract Design		√		√√	√√	√	
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(14)		√		√	√√	√√	
Sanitary Ware Schedules		√√		√		√√	
Small Power Distribution / Busbars		√		√√			
Lift System		√		√√		√√	
Lift Power Supply / Fire Alarm and Telecom Interface		√		√√		√	

Arup Notes: -

(14) Arup providing performance specification only

SCHEDULE 9

Construction Phase Plan

Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

**The Construction Design
& Management
Regulations 2007**

**Pre Construction
Information**

for

**North West Fire,
Patterdale Fire Station**

HCD Management Ltd
Regent House
Bath Avenue
Wolverhampton
WV1 4EG

T: 01902 810050

F: 01902 810051

Web: 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

	Revision	Information Issued By:	Information Issued To:	Date Issued:
1	Preferred Bidder Status	HCD Management	Balfour Beatty Capital North West Fire	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 Amendment to Principal Contractor Details	HCD Management	Balfour Beatty Capital Design Team Mouchell All via share point	16 November 2010
4	Update to project programme Update to 3 – Existing Restrictions and on site risks Update to 4- Hazard Identification	HCD Management	Balfour Beatty Capital Design Team Mouchell All via share point	8 February 2011

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



Contents

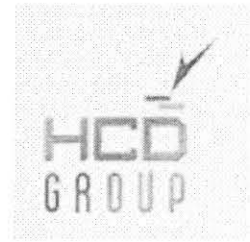
- 1 **Description of the Project**
 - 1a - Project Description and Programme Details
 - 1b – Project Directory – Key Participants
 - 1c – Workplace (Health, Safety & Welfare) Regulations 1992
 - 1d – Extent of Existing Plans Records and Plans

- 2 **Clients Considerations and Management Requirements**
 - 2a – Arrangements
 - 2b – Third Party Considerations

- 3 **Environmental Restrictions and Existing On Site Risks**
 - 3a – Safety Hazards
 - 3b – Health Hazards

- 4 **Significant Design & Construction Hazards**
 - 4a – Design Assumptions and Suggested Work Methods, Sequences or Other Control Measures.
 - 4b – Arrangements for Coordination of ongoing design work and handling design changes
 - 4c – Information on Significant Risk Identified During Design
 - 4d – Materials Requiring Particular Precautions

- 5 **The Health & Safety File**
 - 5a – Format
 - 5b – Number of Copies
 - 5c – Contents
 - 5d- Timing



1.	Description of the project
(a)	Project description
	Demolishing of the existing fire station and construction of a new one bay retained fire station on the same site in Patterdale.
(i)	Key dates (including planned start and finish of the construction phase)
	Start on site: 14/3/11 Completion: 25/11/11
(ii)	The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site
	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.



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				
Role	Name & Address	Contact	Phone	Email
Client (to financial close)	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
Preferred Bidder	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
Fire Service Local Contacts	Cumbria Fire and Rescue Service Fire Service Headquarters Station Road, Cockermouth CA13 9PR		01900 822503	
	Estates Department Cumbria Fire and Rescue Service Fire Service Headquarters Station Road, Cockermouth CA13 9PR	Bob Nixon	01900 820217	bob.nixon@cumbriacc.gov.uk
	Patterdale Fire Station Glenridding Penrith Cumbria CA11 0PJ		01768 482217	



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			
Architects	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
Structural Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
External Works / Drainage Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com
Mechanical & Electrical Services Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
Landscape Architect	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk



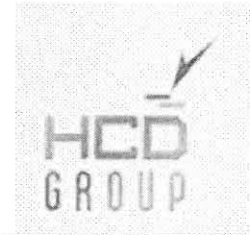
1.	Description of the project			
(b)	Details of the client, designers, the CDM co-ordinator and other consultants, and any contractors to be appointed by the client. Subcontractors who will have a design responsibility			
CDM coordinator up to Financial Close	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
CDM coordinator post financial close	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
Principal contractor	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk
Contractor Cumbria	Border Construction Marconi Road Burgh Road Industrial Estate Carlisle Cumbria CA2 7N	Neil Patterson	01228 522296	Neil.patterson@borderconstruction.co.uk



1.	Description of the project
(c)	Workplace (Health, Safety and Welfare) Regulations 1992
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
(d)	Extent and location of existing records and plans.
	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 PA/SRS/ARC 111 Rev C Proposed Site Plan Legal FM boundaries. Shows the location and area of the site



2.	Client's considerations and management requirements
(a)	Arrangements for planning and managing the construction work
(i)	Health and safety goals
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> - Zero deaths - Zero injuries to the public - Zero ruined lives amongst all employees
(ii)	Communication and liaison between client and others
	<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>
(iii)	Security of the site
	<p>The site has a remote location. The contractor should take due care to ensure that the site is kept secure at all times, particularly when unoccupied.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
(iv)	Welfare Provision
	<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> <p>Capita Symonds Drawing 03/897/002 provides a suggested location for site set up and welfare accommodation.</p>



2.	Client's considerations and management requirements
(b)	Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.
(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, where possible they should establish a one way system for traffic movement around the site. In particular emergency routes for fire and mountain rescue staff should be clearly outlined and kept clear at all times.</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.
	<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>
(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 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 property and mountain rescue centre.</p>



2.	Client's considerations and management requirements
(b)	Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project. (Continued)
(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 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, not including the fire service personnel accommodation. No access is possible to the adjoining properties without prior arrangement.
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	<p>Although there are no parking restrictions indicated on the A592 it is a relatively narrow road, with limited visibility. Parking on the road will impede other traffic movements and is not recommended. A temporary car parking area on King Georges Field has been agreed as detailed on Capita Symonds Drawing 03/08987/001.</p> <p>It is suggested therefore that the contractor should therefore ensure that all parking is confined to the site compound area, if this is not possible alternative parking and potentially a 'shuttle' facility will be required.</p> <p>No smoking is permitted on site unless in an authorised smoking area.</p>



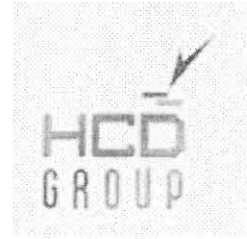
3.	Environmental restrictions and existing on-site risks
(a)	Safety hazards.
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	<p>Access to site is via the A592 from the A66. The A592 is busy two way road serving Patterdale and Glenridding.</p> <p>There is a relatively high volume of traffic particularly during holiday times. On leaving the A66 road twists and climbs through the lake district,</p> <p>It should be noted that if approaching the site via the alternative route from Windermere the Kirkstone Pass is often unfit for use due to extreme weather conditions.</p> <p>The site is on a bend in the road, although there is a splayed entrance, care will still be required when entering and leaving the site.</p> <p>It should be noted that the fire station remains in operation from temporary accommodation, care should be taken not to impede access to the fire station and adjoining mountain rescue, particularly in an emergency call out situation.</p>
(ii)	Any restrictions on deliveries or waste collection or storage.
	It will not be possible for vehicles to wait on the A592, 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 site utilising just in time deliveries to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	There is a mountain rescue centre and a residential property adjoining the site and pasture/ grazing to the rear.
(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). Due to the age and nature of the site there may be further underground services, the contractor is to undertake any necessary scans and 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)



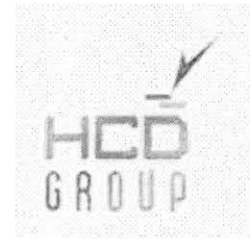
3.	Environmental restrictions and existing on-site risks
(a)	Safety hazards.
(vii)	<p>Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).</p> <p>Ground investigations have identified a high likelihood of buried obstructions on site. Arups hazard identification states 'Obstructions should be carefully removed to prevent disturbance to natural formation materials and any excavations backfilled with engineered granular fill.'</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)	<p>Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.</p> <p>Groundwater is anticipated to be present beneath the site during periods when the water levels from the adjacent beck are high. Arups suggest that an allowance should be made for localised sump pumping and excavation support in deeper excavations.</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)	<p>Health and Safety information contained in earlier design, construction or "as built" drawings, such as details of pre-stressed or post tensioned structures</p>
	3 (a)(vii)



3.	Environmental restrictions and existing on-site risks
(b)	Health hazards.
(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
	Report on Phase 2 Ground Investigation Report indicates that there are contaminants of arsenic, lead, benzo(a)anthracene and benzo(a)pyrene within the made ground to the site. Clearance works to be undertaken in accordance with Contamination Method Statement (Arup, Jan 2011).
(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



4.	Significant Design and Construction Hazards
(a)	Significant design assumptions and suggested work methods, sequences or other control measures
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
(b)	Arrangements for co-ordination of ongoing design work and handling design changes.
	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.
(c)	Information on significant risks identified during design.
	<p>The Architect has noted the following</p> <ul style="list-style-type: none"> • Site located within the National Park area adjacent to a school and a mountain rescue centre with which it shares an access way with 24 hour access needed. • Protected trees within the site area. <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> - Geotechnics hazard risk register 08/02/11 - Mechanical Hazard Risk Register (generic) 18/08/10 - Electrical Hazard Risk Register (generic) 18/08/10 - Structural Hazard Risk Register – All sites 18/08/10



5	The Health and Safety File
(a)	Format
	To be agreed with the Client prior to commencement of the project
(b)	Number of Copies
	To be agreed with the Client
(c)	Contents
	<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"> 1. A brief description of the work carried out. 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.) 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. 4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off). 5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements). 6. Health and safety information about equipment provided for cleaning or maintaining the structure. 7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc. 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.)

Client: Balfour Beatty Capital

Date: 8 February 2011

Reference: CDM09009

**The Construction Design
& Management
Regulations 2007**

**Pre Construction
Information**

for

**North West Fire,
Carlisle East 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	23 September 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 All via share point	16 November 2010
4	Update to Program Update to 2 (d) Record Information Update to 3(b) Existing Hazards Update to 4(c) Significant Risk	HCD Management	Balfour Beatty Capital Design Team Mouchell All via share point	8 February 2011

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



Contents

- 1 **Description of the Project**
 - 1a - Project Description and Programme Details
 - 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
 - 2b – Third Party Considerations

- 3 **Environmental Restrictions and Existing On Site Risks**
 - 3a – Safety Hazards
 - 3b – Health Hazards

- 4 **Significant Design & Construction Hazards**
 - 4a – Design Assumptions and Suggested Work Methods, Sequences or Other Control Measures.
 - 4b – Arrangements for Coordination of ongoing design work and handling design changes
 - 4c – Information on Significant Risk Identified During Design
 - 4d – Materials Requiring Particular Precautions

- 5 **The Health & Safety File**
 - 5a – Format
 - 5b – Number of Copies
 - 5c – Contents
 - 5d- Timing



1.	Description of the project
(a)	Project description
	Construction of a new four bay fire station on Eastern Way Durranhill. Note the demolition of the existing Carlisle Fire Station will be the subject of a separate PCI
(i)	Key dates (including planned start and finish of the construction phase)
	Start on site: 14/3/11 Completion: 9/3/12
(ii)	The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site
	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.

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				
<i>Role</i>	<i>Name & Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
Client (to financial close)	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
Preferred Bidder	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
Fire Service Local Contacts	Cumbria Fire and Rescue Service Fire Service Headquarters Station Road, Cockermouth CA13 9PR		01900 822503	
	Estates Department Cumbria Fire and Rescue Service Fire Service Headquarters Station Road, Cockermouth CA13 9PR	Bob Nixon	01900 820217	bob.nixon@cumbriacc.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			
Architects	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
Structural Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
External Works / Drainage Engineer	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			
Mechanical & Electrical Services Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
Landscape Architect	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk
CDM coordinator up to Financial Close	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
CDM coordinator post financial close	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
Principal contractor	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk
Contractor Cumbria	Border Construction Marconi Road Burgh Road Industrial Estate Carlisle Cumbria CA2 7N	Neil Patterson	01228 522296	Neil.patterson@borderconstruction.co.uk



1.	Description of the project
(c)	Workplace (Health, Safety and Welfare) Regulations 1992
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
(d)	Extent and location of existing records and plans.
	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 plan CE/PB/ARC/111 Rev C denotes the construction and legal boundaries for the site.

2.	Client's considerations and management requirements
(a)	Arrangements for planning and managing the construction work
(i)	Health and safety goals
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> - Zero deaths - Zero injuries to the public - Zero ruined lives amongst all employees
(ii)	Communication and liaison between client and others
	<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>
(iii)	Security of the site
	<p>The immediate surrounding area comprises mainly industrial units (some vacant). As such the site is open to vandalism and theft.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
(iv)	Welfare Provision
	<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>

2.	Client's considerations and management requirements
(b)	Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.
(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, where possible they should establish a one way system for traffic movement around the site.</p> <p>Reversing on site and onto Eastern Way 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 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 industrial units.</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>Suitable procedures for liaison with the adjoining occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>

2.	Client's considerations and management requirements
(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 to the adjoining properties without prior arrangement
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	<p>Although there are no parking restrictions indicated on Eastern Way. Parking on the road will impede other traffic movements and is not recommended.</p> <p>It is suggested therefore that the contractor should therefore ensure that all parking is confined to the site compound area.</p> <p>No smoking is permitted on site unless in an authorised smoking area.</p>

3.	Environmental restrictions and existing on-site risks
(a)	Safety hazards.
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	There is good access to the site via Eastern Way from the M6/A6. Eastern Way is a main arterial road for Carlisle and will become busy during peak traffic flow times.
(ii)	Any restrictions on deliveries or waste collection or storage.
	It will not be feasible for vehicles to wait on Eastern Way without impeding the access to adjoining properties. 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 site utilising just in time deliveries to the site area.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	There are industrial buildings (Durranshill Industrial Estate) surrounding the site on Eastern Way with a housing estate 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) There is a likelihood of buried services on site, the contractor is to undertake any necessary surveys and isolations prior to commencement.
(vi)	Information about existing structures – stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems (particularly where demolition is involved).
	It should be noted that an additional ground investigation has been commissioned to examine the nature of made ground and to establish the strength of deposits. The results of the study will be forwarded to the design team when available
(vii)	Previous structural modifications, including weakening or strengthening of the structure (particularly where demolition is involved).
	Not relevant to the scope of works

3.	Environmental restrictions and existing on-site risks
(viii)	Fire damage, ground shrinkage, movement or poor maintenance which may have adversely affected the structure.
	<p>Arup's Hazard Risk Register notes pockets of Deep made ground have been identified through the GI and that Contractor to is to assess the stability and safety of excavations, temporary support to be provided where necessary.</p> <p>The contractor should also note that Arup's investigations have found a high ground water presence on site.</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

3.	Environmental restrictions and existing on-site risks
(b)	Health hazards.
(i)	Asbestos, including results of surveys, (particularly where demolition is involved).
	None known to the CDM Co-ordinator
(ii)	Existing storage of hazardous materials
	None known to the CDM Co-ordinator
(iii)	Existing structures containing hazardous materials
	Arups Hazard Identification states 'Significant contamination is not expected to be present on the site. Possible presence of localised contamination in made ground.' The contractor is to ensure that operatives use appropriate PPE and good practice an engineer is to be notified should contamination be discovered, further information is available on the hazard identification on the project share site.
(iv)	Health risks arising from Clients activities
	None known to the CDM Co-ordinator
(v)	Any other health hazards.
	Gas monitoring has identified slightly elevated carbon monoxide and methane levels on site. See Arups Hazard Identification re gas monitoring/ protection measures required.



4.	Significant Design and Construction Hazards
(a)	Significant design assumptions and suggested work methods, sequences or other control measures
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
(b)	Arrangements for co-ordination of ongoing design work and handling design changes.
	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.
(c)	Information on significant risks identified during design.
	The Architect has noted the following <ul style="list-style-type: none"> • Erection and construction of a fire pole within the proposed building Arups have prepared the following documents which are available from the project share site: <ul style="list-style-type: none"> - Geotechincs hazard risk register 8/2/11 - Mechanical Hazard Risk Register (generic) 18/08/10 - Electrical Hazard Risk Register (generic) 18/08/10 - Structural Hazard Risk Register – All sites 18/08/10



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

Date: 10 February 2011

Reference: CDM09009

**The Construction Design
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**Pre Construction
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for

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1	Preferred Bidder Status Revision	HCD Management Ltd	Balfour Beatty Capital Design Team	23 September 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 All via share point	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 All via share point	10 February 2011

Issued By	Date	Checked by	Date
Fran Watkins	10 February 2011	Richard Powell	10 February 2011

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5 **The Health & Safety File**

- 5a – Format
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1.	Description of the project
(a)	Project description
	<p>Construction of a new one bay fire station land adjacent to Raffles Avenue, Carlisle</p> <p>Note the demolition of the existing Carlisle Fire Station will be the subject of a separate PCI</p>
(i)	Key dates (including planned start and finish of the construction phase)
	<p>Start on site: 14/3/11</p> <p>Completion: 20/1/12</p>
(ii)	The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site
	<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>

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				
<i>Role</i>	<i>Name & Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
Client (to financial close)	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
Preferred Bidder	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
Fire Service Local Contacts	Cumbria Fire and Rescue Service Fire Service Headquarters Station Road, Cockermouth CA13 9PR		01900 822503	
	Estates Department Cumbria Fire and Rescue Service Fire Service Headquarters Station Road, Cockermouth CA13 9PR	Bob Nixon	01900 820217	bob.nixon@cumbriacc.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				
Architects	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
Structural Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
External Works / Drainage Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com
Mechanical & Electrical Services Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
Landscape Architect	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.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				
CDM coordinator up to Financial Close	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.com
CDM coordinator post financial close	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
Principal contractor	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk
Contractor Cumbria	Border Construction Marconi Road Burgh Road Industrial Estate Carlisle Cumbria CA2 7N	Neil Patterson	01228 522296	Neil.patterson@borderconstruction.co.uk



1.	Description of the project
(c)	Workplace (Health, Safety and Welfare) Regulations 1992
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
(d)	Extent and location of existing records and plans.
	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 CW/PB/ARC/111 Rev D gives the Proposed Site Plan and Legal FM Boundaries for the site.

2.	Client's considerations and management requirements
(a)	Arrangements for planning and managing the construction work
(i)	Health and safety goals
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> - Zero deaths - Zero injuries to the public - Zero ruined lives amongst all employees
(ii)	Communication and liaison between client and others
	<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>
(iii)	Security of the site
	<p>The immediate surrounding area comprises mainly residential properties and parkland. There are also schools in the close vicinity. The contractor should take due care to ensure that the site is kept secure at all times, particularly when unoccupied, given the high volume of residential properties and adjacent park it is strongly suggested that extra care is taken to prevent children and young adults accessing the site.</p>
(iv)	Welfare Provision
	<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>

2.	Client's considerations and management requirements
(b)	Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.
(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, where possible 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.
	<p>Th orth 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>
(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 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 adjacent residential properties.</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>Suitable procedures for liaison with the adjoining occupiers in event of an emergency situation must be included in the Construction Phase Plan.</p>



2.	Client's considerations and management requirements
(b)	Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project. (Continued)
(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 to the adjoining properties without prior arrangement
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	<p>Although there are no parking restrictions indicated on the adjacent streets. Parking on the road will impede other traffic movements and is not recommended.</p> <p>It is suggested therefore that the contractor should therefore ensure that all parking is confined to the site compound area.</p> <p>No smoking is permitted on site unless in an authorised smoking area.</p>

3.	Environmental restrictions and existing on-site risks
(a)	Safety hazards.
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	The site is accessed via the B5307 turning onto Raffles Avenue. It should be noted that there are speed restrictions and traffic management 'humps' on Raffles Avenue and the adjoining roads.
(ii)	Any restrictions on deliveries or waste collection or storage.
	Due to the sites location in a residential area with schools in the locality the surrounding streets become congested particularly during peak school traffic hours. It is strongly advised to avoid major deliveries during these peak traffic flow times.
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	The site is in a residential area, there is a park and residential properties adjacent to 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). All information in relation to existing services has been made available to the Contractor, however due to the age and nature of the site there may be further underground services, the contractor is to undertake any necessary scans and 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).
	Arups have indicated that due to the site history localised obstructions may be present on the site including a former hydrotherapy pool. Arups suggest that obstructions should be carefully removed to prevent any disturbance to natural materials and backfilled with engineered granular fill.
(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.
	Groundwater – as the site slopes from North to South groundwater may be present at cutting depths, the contractor should implement localized control 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
	Not applicable
(xi)	Other
	The Desk study indicated that a historical rifle range was located approximately 50m west of the site, giving rise to a possible risk of encountering discarded ammunition. Arups suggest all staff should be briefed and excavations carefully inspected for evidence of ammunition or suspect material and specialist advice sought if any is identified.



3.	Environmental restrictions and existing on-site risks
(b)	Health hazards.
(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
	Arups Hazard Identification notes that significant contamination is not expected to be present on site, however there is a possible presence of contamination in made ground. Arups suggest that all excavated material is inspected for evidence of contamination and advice sought in relation to any contamination encountered.
(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

4.	Significant Design and Construction Hazards
(a)	Significant design assumptions and suggested work methods, sequences or other control measures
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
(b)	Arrangements for co-ordination of ongoing design work and handling design changes.
	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.
(c)	Information on significant risks identified during design.
	The Architect has noted the following <ul style="list-style-type: none"> • Site is adjacent to a primary school • Concern re Erection and construction of a fire pole within the proposed building • TPO trees located within site area. <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> - Geotechnics hazard risk register 8/2/11 - Mechanical Hazard Risk Register (generic) 18/08/10 - Electrical Hazard Risk Register (generic) 18/08/10 - Structural Hazard Risk Register – All sites 18/08/10

5	The Health and Safety File
(a)	Format
	To be agreed with the Client prior to commencement of the project
(b)	Number of Copies
	To be agreed with the Client
(c)	Contents
	<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"> 1. A brief description of the work carried out. 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.) 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. 4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off). 5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements). 6. Health and safety information about equipment provided for cleaning or maintaining the structure. 7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc. 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.)

Client: Balfour Beatty Capital

Date: 10 February 2011

Reference: CDM09009

**The Construction Design
& Management
Regulations 2007**

**Pre Construction
Information**

for

**North West Fire,
Workington Fire Station**

HCD Management Ltd
Regent House
Bath Avenue
Wolverhampton

T: 01902 810050

F: 01902 810051

Web: 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

	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 Amendment to Principal Contractor Details	HCD Management	Balfour Beatty Capital Design Team Mouchell All via share point	16 November 2010
4	Update to project programme Update to 3 – Existing Restrictions and on site risks Update to 4- Hazard Identification	HCD Management	Balfour Beatty Capital Design Team Mouchell All via share point	8 February 2011

Issued By	Date	Checked by	Date
Fran Watkins	10 February 2011	Richard Powell	10 February 2011



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 - 3a – Safety Hazards
 - 3b – Health Hazards

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 - 4c – Information on Significant Risk Identified During Design
 - 4d – Materials Requiring Particular Precautions

- 5 **The Health & Safety File**
 - 5a – Format
 - 5b – Number of Copies
 - 5c – Contents
 - 5d- Timing



1.	Description of the project
(a)	Project description
	<p>Replacement of the existing fire station in central Workington, with a three bay station on Moorclose Road Workington incorporating four appliance bays, a training tower, a divisional headquarters and ancillary accommodation.</p> <p>This plan relates to the new build site only, the decant works will be subject to a separate PCI document.</p>
(i)	Key dates (including planned start and finish of the construction phase)
	<p>Start on site: 19/3/12</p> <p>Completion: 22/3/13</p>
(ii)	The minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site
	<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>

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				
<i>Role</i>	<i>Name & Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
Client (to financial close)	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
Preferred Bidder	Balfour Beatty Capital Cavendish House Cross Street Sale Manchester M33 7BU	Tony Crane	0161 972 3060	Tony.Crane@bbcap.co.uk
Fire Service Local Contacts	Cumbria Fire and Rescue Service Fire Service Headquarters Station Road, Cockermouth CA13 9PR		01900 822503	
	Estates Department Cumbria Fire and Rescue Service Fire Service Headquarters Station Road, Cockermouth CA13 9PR	Bob Nixon	01900 820217	bob.nixon@cumbriacc.gov.uk
Architects	Seymour Harris 26 Highfield Road Edgbaston Birmingham B15 3DP	Francesca Holloway	0121 454 4571	f.holloway@seymourharris.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				
<i>Role</i>	<i>Name & Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
	Blue Sky Architects Building 1000 Kings Reach Yew Street, Stockport SK4 2HG	Gary Wright	0161 475 0220	gwright@blueskyarchitects.co.uk
Structural Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Martin Hall	0191 261 6080	martin-s.hall@arup.com
External Works / Drainage Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Darren Carr	0191 261 6080	darren.carr@arup.com
Mechanical & Electrical Services Engineer	Ove Arup Central Square Forth Street Newcastle upon Tyne NE1 3PL	Graham Munday	0191 261 6080	graham.munday@arup.com
Landscape Architect	Groundwork Columbus Key Riverside Drive Liverpool L3 4DB	Claire Halestrap	0151 726 2740	claire.halestrap@groundwork.org.uk
CDM coordinator up to Financial Close	Mouchel St Alban's House Drake Street Rochdale Lancashire OL16 1UZ	Mark Platt	01706 923224	mark.platt@impactpartnership.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				
<i>Role</i>	<i>Name & Address</i>	<i>Contact</i>	<i>Phone</i>	<i>Email</i>
CDM coordinator post financial close	HCD Management 119 Fleet Road Fleet Hampshire GU51 3PD	Fran Watkins	01525786040	fwatkins@hcdgroup.co.uk
Principal contractor	Mansell Roman House Bridge Land Frodsham WA6 7JE	Paul Welsh	01928 732223	pwelsh@mansell.plc.uk
Contractor Cumbria	Border Construction Marconi Road Burgh Road Industrial Estate Carlisle Cumbria CA2 7N	Neil Patterson	01228 522296	Neil.patterson@borderconstruction.co.uk

1.	Description of the project
(c)	Workplace (Health, Safety and Welfare) Regulations 1992
	The structure will be used as a workplace and as such will be required to meet the Workplace (Health, Safety and Welfare) Regulations 1992
(d)	Extent and location of existing records and plans.
	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 WO/PB/ARC/111 Rev F gives the proposed site plan and legal boundaries.

2.	Client's considerations and management requirements
(a)	Arrangements for planning and managing the construction work
(i)	Health and safety goals
	<p>Balfour Beatty seeks to achieve Zero harm on all projects:</p> <ul style="list-style-type: none"> - Zero deaths - Zero injuries to the public - Zero ruined lives amongst all employees
(ii)	Communication and liaison between client and others
	<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>
(iii)	Security of the site
	<p>The site is located on the periphery of Workington. As such the site may be prone to opportunistic theft and vandalism. The contractor should take due care to ensure that the site is kept secure at all times, particularly when unoccupied.</p> <p>The Principal Contractor will be responsible for securing the site at all times including periods of non attendance.</p>
(iv)	Welfare Provision
	<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>

2.	Client's considerations and management requirements
(b)	Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.
(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, where possible 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
	<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 Sports Centre</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>Suitable procedures for liaison with adjoining buildings in event of an emergency situation must be included in the Construction Phase Plan.</p>

2.	Client's considerations and management requirements
(b)	Requirements relating to the Health and Safety of the Client's employees or customers or those involved in the project.
(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 to the adjoining properties without prior arrangement
(vii)	Any areas the client has designated as confined spaces.
	None known to the CDM Co-ordinator
(viii)	Smoking and parking restrictions.
	<p>Although there are no parking restrictions indicated on the adjoining roads, large vehicles require regular access to the Alcan packaging centre to the rear of the site. Parking on the road will impede other traffic movements and is not recommended.</p> <p>It is suggested therefore that the contractor should therefore ensure that all parking is confined to the site compound area.</p> <p>Parking is not available on the sports centre car park without prior agreement.</p> <p>No smoking is permitted on site unless in an authorised smoking area.</p>

3.	Environmental restrictions and existing on-site risks
(a)	Safety hazards.
(i)	Boundaries and access, including temporary access – for example narrow streets, lack of parking, turning or storage space.
	<p>Access to site is via Moorclose Road, from Workington. It is suggested that the A597 from Workington may provide a route that minimises traffic impact on the adjoining sites.</p> <p>Care should be taken not to impede traffic to the sports centre or packaging plant</p> <p>There is a public footpath crossing the front of the site.</p>
(ii)	Any restrictions on deliveries or waste collection or storage.
	None known to the CDM Co-ordinator
(iii)	Adjacent land uses – for example schools, railway lines or busy roads.
	<p>There is sports centre adjacent to the site with associated playing fields and an Alcan Packaging centre across the roundabout.</p> <p>The site has been historically used as a BMX track, there is a cycle route in front of 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) A ground penetration survey has been carried out. The contractor is to identify positions of any services and to ensure appropriate action is 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).
	Not applicable
(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.
	<p>Pockets of made ground have been identified associated with the BMX track – guidance in this respect is given in Arups hazard Identification</p> <p>Shallow groundwater has also been noted. Arups suggest that an allowance should be made for control and excavation support in any excavations likely to extend below the water table and that consideration should be given to seasonal variation in groundwater levels in programming the foundation works.</p> <p>There are no recorded mine workings beneath the site but mining has taken place in the area. Contractor is to be aware of the potential presence of unrecorded shafts and to inform the engineer immediately if evidence of any shafts are found.</p> <p>Also given the history of the site there may be localised obstructions, these should be removed carefully to avoid disturbance to any natural formation materials and any excavations backfilled with granular backfill.</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
(xi)	Other
	A possible presence of Japanese Knotweed was reported on site, it is understood that the contractor is to undertake further surveys in this respect and to undertake any appropriate actions.



3.	Environmental restrictions and existing on-site risks
(b)	Health hazards.
(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
	<p>Report on Phase 2 Ground Investigation Report indicates that there are contaminants of Arsenic, Lead and PAH within the ground in a localised area of the site. Also a disused tip is identified to the south west of the site there is currently no evidence of contamination from the tip.</p> <p>The contractor should ensure that appropriate measures are put in place for groundworkers and notify an engineer if significant evidence of contamination is found.</p>
(iv)	Health risks arising from Clients activities
	None known to the CDM Co-ordinator
(v)	Any other health hazards.
	<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> <p>The contractors procedures should be included in the Construction Stage Plan</p>

4.	Significant Design and Construction Hazards
(a)	Significant design assumptions and suggested work methods, sequences or other control measures
	Detailed design is in progress, suggested work methods and sequences of erection are to be confirmed by the design team.
(b)	Arrangements for co-ordination of ongoing design work and handling design changes.
	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.
(c)	Information on significant risks identified during design.
	The Architect has noted the following <ul style="list-style-type: none"> • Site is located on an existing playground with existing playing fields retained adjacent • Site located on a roundabout • Erection and construction of a fire pole within the proposed building <p>Arups have prepared the following documents which are available from the project share site:</p> <ul style="list-style-type: none"> - Geotechincs hazard risk register 8/2/11 - Mechanical Hazard Risk Register (generic) 18/08/10 - Electrical Hazard Risk Register (generic) 18/08/10 - Structural Hazard Risk Register – All sites 18/08/10

5	The Health and Safety File
(a)	Format
	To be agreed with the Client prior to commencement of the project
(b)	Number of Copies
	To be agreed with the Client
(c)	Contents
	<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"> 1. A brief description of the work carried out. 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.) 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. 4. Any hazards associated with the materials used (for example hazardous substances, lead paint, special coatings which should not be burnt off). 5. Information regarding the removal or dismantling of installed plant and equipment (for example, lifting arrangements). 6. Health and safety information about equipment provided for cleaning or maintaining the structure. 7. The nature, location and markings of significant services, including under ground services, gas supply equipment, fire fighting services etc. 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.)

SCHEDULE 10

APPENDIX 1

Authority's Requirements

Save where expressly set out in this Building Contract or where the context otherwise requires, the obligations, requirements and duties of the Contractor set out in Part 1 of Schedule 1 (the Authorities' Requirements) to the Project Agreement shall be the obligations, requirements and duties of the Building Contractor under this Agreement and the Building Contractor shall observe, perform and discharge and/or shall procure the observance, performance and discharge of all of the Contractor's obligations, requirements and duties arising in this schedule of the Project Agreement.

Exclusions from the Facilities Requirements:

The deletions in the following extracts from the Facilities 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.~~

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)

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

Save where expressly set out in this Agreement or where the context otherwise requires, the obligations, requirements and duties of the Contractor set out in [Part 1 (Construction Proposals)] of Schedule 2 (Contractor's Proposals) of the Project Agreement shall be the obligations, requirements and duties of the Building Contractor under this Agreement and the Building Contractor shall observe, perform and discharge and/or shall procure the observance, performance and discharge of all of the Contractor's obligations, requirements and duties arising in [Part 1] of Schedule 2 of the Project Agreement.

The obligations, requirements and duties set out in the [Part 1] of Schedule 2 of the Project Agreement are the responsibility of the Building Contractor.

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
- 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
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
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

