

# Engineering and Construction Short Contract

# An NEC document

June 2017 (with amendments January 2019)

	Engineering and Construct Short Contrac
A contract between	Natural England
	of Foss House, Kings Pool, 1-2 Peasholme Green, YORK, YO1 7PX
and	
	Compass Developments NE Ltd
for	
	The works include a new build NNR Research Lab and accommodation facility at Beal Station Beal, Berwick-on-Tweed, Northumberland TD15 2PB.
	Atamis record C21878
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Contract Data		
The Client's Contract Data		
	The <i>Client</i> is	
Name		
Address for communications	Natural England, 4th Floor, Foss House I Green, York, YO1 7PX	Kings Pool, 1-2 Peasholme
Address for electronic communications		
The <i>works</i> are	The works include a new build NNR Resonance accommodation facility at Beal Station B Northumberland TD15 2PB.	
The <i>site</i> is	The works are located at Beal Station Beal, Berwick-on-Tweed, Northumberland TD15 2PB.	
The starting date is	14 <sup>th</sup> December 2023	
The completion date is	September 20 <sup>th</sup> 2024	
The delay damages are		per day
The <i>period for reply</i> is	2	weeks
The defects date is	52	weeks after Completion
The defect correction period is	4	weeks
The assessment day is the	1 <sup>st</sup>	of each month
The <i>retention</i> is	5	%
The United Kingdom Housing Gra	ants, Construction and Regeneration Act (1996)	) does apply
	The Adjudicator is	
Name	The Royal Institute of Chartered Surveyors	
Address for communications		
Address for electronic communications		

# **Contract Data**

# The Client's Contract Data

The interest rate on late payme	nt is % per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	
The <i>Client</i> provides this insurance	None.

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2019) and the following amended and additional conditions.

#### Amended conditions of contract

**Dispute Option** 

W2

#### Secondary Options – X Clauses

X4, X7, and X16

#### Amended conditions of contract

Option Z Z1 - Z13 are amended conditions of contract.

#### Z1 Clause 11 Identified and defined terms – additions

11.2(17) **CDM Regulations** means the Construction (Design and Management) Regulations 2015 (SI 2015/51). 11.2(18) **Confidential Information** shall mean any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the Data Protection Act 2018

11.2(19) **Deleterious Materials** are any substances materials equipment products kit practices or techniques which by their nature or application do not conform with relevant British Standards or Codes of Practice or regulations or good building practice or any European Union equivalent current at the time of use or permission or specification, nor any substances materials equipment products kit practices or techniques which are generally known or generally suspected within the *Contractor's* trade and/or the construction industry:

• to be deleterious in the particular circumstances in which they are used or specified for use to the health or safety of any person

• to be deleterious in the particular circumstances in which they are used or specified for use to the health, safety, stability, performance, physical integrity and/or durability of the works or any part thereof and/or to other structures, finishes, plant and/or machinery

• to reduce or possibly reduce the normal life expectancy of works of a type comparable to the works

• to become deleterious without a level or cost of maintenance which is higher than that which would normally be

expected in a works of a type comparable to the works

• not to comply with or have due regard to the report entitled "Good Practice in the Selection of Construction Materials" (current edition) published by the British Council for Offices and/or

• [to be supplied or placed on the market in breach of the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) or the Construction Products Directive (89/109/EC)]

11.2(20) **Documents** means all designs, drawings, specifications, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the *Contractor* in relation to this Contract.

11.2(21) **Intellectual Property Rights** means any and all patents, trade marks, service marks, copyright, moral rights, design rights and all or any other intellectual or industrial property rights whether or not registered and whether subsisting in the United Kingdom or any other part of the world.

11.2(22) The Aggregated Total of the Prices is sum of

the total of the Prices

11.2(23) The Aggregated Price for Service Provided to Date is the sum of

• the Price for Service Provided to Date

•

#### Z2

#### Clause 13 – Communications (additions)

Insert new clause 13.3 – 13.6:

13.3 All communications between the *Client* and the *Contractor* required by or authorised under this Contract must comply with NEC4 ECSC clause 13 but is deemed to be duly given or made:

13.3.1 two working days after being sent by prepaid special delivery post; or

13.3.2 when delivered by hand if a signature acknowledging its receipt has been obtained.

13.4 In each case the notice must:-

13.4.1 refer to this Contract, and

13.4.2 be marked for the attention of the appropriate officer, person or department as notified to the other party in writing.

13.5 Each Party notifies the other in writing within five working days of any change in its address for service.

13.6 Any notice served on a non-working day or outside of normal working hours is deemed to be served on the following working day.

#### Z3 Clause 20 Providing the Works

Insert new clauses:

20.3 Subject always to the Contract Standard referred to in clause 20.1, the *Contractor* warrants to the *Client* that to the extent it either is obliged to specify or approve materials, products or goods for use in the Project or does so specify or approve, it shall not specify or approve anything that is Deleterious.

20.4 Notwithstanding the requirements of NEC4 ECSC clause 20.1, the *Contractor's* obligation is to use the reasonable skill, care and diligence to be expected of a properly qualified and competent member of the *Contractor's* profession experienced in carrying out similar services, duties and obligations for services of a similar nature, scope, character, and complexity as the services, herein referred to as the "Contract Standard".

#### Z7

Clause 70 - Objects and materials within the site

## Insert New Clauses

#### 70.3 Copyright

The *Client* may at any reasonable time examine schedules, calculations, surveys, reports, specifications, drawings and/or any other documents and information which are in the possession of the *Contractor* and which concern this Contract, but no such examination relieves the *Contractor* of any responsibility for the services to be provided under this Contract.

70.4 The *Contractor* grants an irrevocable, perpetual, royalty-free, non-exclusive licence or procures the grant of such a licence to the *Client* to use the Intellectual Property Rights and to reproduce the Documents for any purpose relating to the works to which the services relate including, but without limitation, the execution, completion, maintenance, letting, advertisement, modification, extension, reinstatement and repair of those works. The *Contractor* shall not be liable for the consequences of any use by the *Client* of the Documents or the Intellectual Property Rights for any purpose other than that for which they were originally prepared by or on behalf of the *Contractor*. Such licence enables the *Client* to use the Intellectual Property Rights for any extension of the works to which the services relate but shall not include a licence to reproduce the Intellectual Property Rights in the documents in any extension of the works to which the services relate.

70.6 The *Contractor* warrants that the use of the Documents for the purposes of this Contract will not infringe the rights of any third party.

70.7 The *Contractor* supplies copies of the Documents to the *Client* and to the *Client*'s other Contractors for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this Contract or related works.

70.8 After the termination or conclusion of the *Contractor's* employment hereunder, the *Contractor* supplies the *Client* with copies and/or computer discs of such of the Documents as the *Client* may from time to time request and the *Client* 

pays the Contractor's reasonable costs for producing such copies or discs.

#### Z8 Clause 71 – Confidentiality

71.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Contract, each party shall do each of the following:

71.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

71.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

71.2 Clause 71.1 shall not apply to the extent that any one or more of the following applies to the relevant information or disclosures:

71.2.1 such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000, Code of Practice on Access to Government Information or the Environment Information Regulations 2004 pursuant to clause 28 (Freedom of Information);

71.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

71.2.3 such information was obtained from a third party without obligation of confidentiality;

71.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; and

71.2.5 it is independently developed without access to the other party's Confidential Information.

71.3 The *Contractor* may only disclose the *Client's* Confidential Information to the *Contractor* personnel wo are directly involved in the provision of the services and who need to know the information, and shall make sure that such *Contractor* personnel are aware of and shall comply with these obligations as to confidentiality.

71.4 The *Contractor* shall not, and shall procure that the *Contractor* personnel do not, use any of the *Client's* Confidential Information received other than for the purposes of this Contract.

71.5 At the written request of the *Client* and if reasonable in the circumstances to make that request, the *Contractor* shall procure that those members of the *Contractor's* key people identified in the Contract Data Part Two involved in the provision of the services sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

71.6 Nothing in this Contract shall prevent the *Client* from disclosing the *Contractor's* Confidential Information in any one or more of the following circumstances:

71.6.1 to any Crown body or any other contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the *Client*. All crown bodies or such contracting authority receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other such contracting authority on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or other contracting authority;

71.6.2 to any other person engaged by the *Clien*t on the basis that the information is confidential and is not to be disclosed to a third party;

71.6.3 for the purpose of the examination and certification of the Client's accounts; and/or

71.6.4 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources."

#### Z9 Clause 83 – Insurance Cover

Insert new clauses;

83.4 All insurances required to be effected or maintained by the insuring party under NEC4 ECSC clause 83 are placed with reputable insurers, to whom the other party has no reasonable objection, lawfully carrying on such insurance business in the United Kingdom, and upon customary and usual terms prevailing for the time being in the insurance market. The said terms and conditions do not include any 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 the Third Parties (Rights Against Insurers) Act (Northern Ireland) 1930 as amended by the Insolvency (Northern Ireland) Order 1989.

83.5 If, without the approval of the *Client*, the *Contractor* fails to effect and maintain any insurance that it is required to effect and maintain under NEC4 ECSC clause 83 or obtains a different policy of insurance or fails to provide a copy of certificates when required to do so, the *Client* may, but is not required to, effect and maintain appropriate insurance cover and deduct the cost of doing so from any payment due to the *Contractor* under this Contract, or recover such sum from the Contractor as a debt.

83.6 For the avoidance of doubt, it is agreed that nothing in this clause relieves the *Contractor* from any of its obligations and liabilities under this Contract.

83.7 In the Insurance Table provided in NEC4 ECSC clause 83.3, the first paragraph under the heading of "Insurance against" is deemed to be amended to read:

"Liability of the *Contractor* for claims made against him arising out of his failure to use the skill, care and diligence required by the Contract Standard".

#### Clause 88 – Professional Indemnity Insurance

Insert new clauses

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88.1 The *Contractor* maintains professional indemnity insurance:

• upon customary and usual terms and conditions prevailing for the time being in the insurance market

• with reputable insurers lawfully carrying on such insurance business in the United Kingdom

• with a limit of indemnity of not less than £5 million for any one occurrence or series of occurrences arising out of any one event

• for a period beginning not later than the Contract Date and ending 12 (twelve) years after Completion of the whole of the works

88.2 Such terms and conditions do not include any term or condition to the effect that the *Contractor* 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 2010, or any amendment or re-enactment thereof.

88.3 For the purposes of this clause 88, "commercially reasonable rates" means such level of premium rates at which other Contractors of a similar size and financial standing as the *Contractor* at each renewal date generally continue to take out such insurance. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the *Contractor's* own claims record or other act, error, omission, negligence, breach, default, matters or things particular to the *Contractor* are deemed to be within commercially reasonable rates.

88.4 The *Contractor* immediately informs the Client if such insurance ceases to be available at commercially reasonable rates so that the *Contractor* and the *Client* can discuss means of best protecting the respective positions of the *Client* and the *Contractor* in respect of the services.

88.5 The *Contractor's* obligations in respect of professional indemnity insurance continue after termination of this contract (for any reason).

#### Additional conditions of contract

Z14 - Z21 are additional conditions of contract

#### Z14 CDM Regulations

The *Contractor* performs all the functions and duties of a Designer [and Principal Designer] as defined in the CDM Regulations, to the extent that the CDM Regulations apply to the *Contractor's* duties under this Contract

#### Z17 Rights of Third Parties

Unless the right of enforcement is expressly provided for it is not intended that a third party should have the right to enforce a provision of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999. This clause Z17 shall not affect or prevent any assignees who take the benefit of this contract pursuant to clause 25 or successors in title to the *Client* from enforcing the provisions of this contract.

#### Z18 Requirements for Instructions

In the case of any ambiguity or inconsistency between two of more of the documents forming this Contract, each prevails over or is subordinate to the other(s) in descending order as follows:

- Option Z Additional Conditions of Contract (z clauses)
- the conditions of contract other than the z clauses
- the Contract Data provided by the Client
- the programme
- the Early Warning Register
- the Scope

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- the Contract Data provided by the Contractor
- any other contract documents

#### General Data Protection Regulation (GDPR) Requirements

The Parties shall comply with the General Data Protection Regulation (GDPR) Requirements as set out in Appendix 1 and in accordance with Appendix 2 (Schedule of Processing, Personal Data and Data Subjects).

#### Z20 Conflict of Interest

20.1 The *Contractor* discloses to the *Client* any actual or potential conflict of interest arising from the *Contractor's* provision of the services as soon as practicable after becoming aware of such actual or potential conflict.

20.2 The *Contractor* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Contractor* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or anticipates may justify the *Client* taking action to protect its interests.

20.3 Should the Parties be unable to either remove the conflict of interest and/or to reduce its damaging effect to a reasonably acceptable level the *Client* has the right to terminate this Contract whereupon the provisions of NEC4 ECSC clause 90 apply to the termination.

20.4 The *Contractor* complies with all applicable environmental laws and regulations in force from time to time in relation to the services and promptly provides evidence of compliance when reasonably requested by the *Client*.

20.5 The Contractor satisfies all reasonable requests by the *Client* for information regarding the environmental impact of the services."

#### Z21 Transfer and/or change of benefit

21.1 The *Contractor* does not assign transfer or charge any benefit arising under or out of this contract without the prior written consent of the *Client* (at its absolute discretion).

22.2 The *Client* may without the *Contractor's* consent assign transfer and/or charge the benefit of all or any of the *Contractor's* obligations under this contract and/or any benefit arising under or out of this contract:

• as security to any funder (and such rights may be re-assigned on redemption)

• by absolute assignment to any [government department] ; and

• by absolute assignment on two other occasions.

Contract Data	
The Contra	actor's Contract Data
Name	The <i>Contractor</i> is Compass Developments NE Ltd
Address for communications	9 Trafalgar Court South Nelson Road South Nelson Industrial Estate Cramlington Northumberland NE23 1WF
Address for electronic communications	
The <i>fee percentage</i> is	<b>%</b>

# The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

The Client accepts the Contractor's Offer to Provide the Works

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's etendering system ('Atamis').



- The last clarifications issued were on the 5 October 2023. A further 9 clarifications relating to the NEC4 contract were issued on 11 October 2023. Version 17 is the final list. Compass Development NE Ltd. have confirmed all clarifications have been included within their tender offer.
- In the absence of details and/or specifications, Compass Development NE Ltd have made provisional allowance for the following item: Fire Protection to Structural Steelwork. The provisional cost included should now be considered a firm cost.
- Compass Development NE Ltd have only excluded any further testing or specialist survey that may be required. With regard management and co-ordination of items to collate and demonstrate the required credits Compass Development NE Ltd have made all necessary allowance to carry out that function
- Removal of contaminated material in the ground is excluded.
- Cost for blinds to all windows/sliding doors is included.

The full range of provisional sums can be seen in the below attachment.





#### 1 Description of the works

The SCOPE summary document, drawings (Architectural, Structural & Civils, & M&E) and Specification documents (Architectural, M&E & General – BREEAM, DNO Quote and Design) are attached within this SCOPE section below and the actual drawings will be sent via email to Compass Development NE Ltd.

Lindisfarne: -

- 1. The Contractor's design portion is as set out in the scope.
- 2. The Contractor to provide monthly programmes / updated / aligned with the activity schedule.
- 3. The contractor to provide monthly progress reports.
- The contractor to adhere to and account for ecological constraints within their programme.
- 5. The contractor is to discharge planning constraints.
- 6. The contractor is to carry out a Pre-construction badger survey within 30m of the development footprint.
- 7. The contractor is to ensure work complies with Building Control Approval, to arrange inspection dates and for final approval to be achieved.
- 8. A media screen to be supplied by Natural England and to be installed by the contractor, as well as the power supply, all wall mounted.
- 9. Comms connection: Underground IT Duct from existing to the Proposed building
- 10. Furniture: Non fixed furniture Is excluded from this project, to be provided by Natural England.
- 11. The client shall appoint a PM and a Supervisor at the commencement of the works.

## The Works Summary

- 12. Single storey blockwork highly insulated cavity wall, on a concrete ring beam, slab and piled foundations. Incorporating steel beams and posts as designed.
- 13. Metal decked roof, with cantilevered concrete slab, insulation, membrane, parapet and garden roofing system, with gulleys and downpipes.
- 14. 3 phase electrical supply and connections to proposed and new building. The client is to fund DNO upgrade connection cost.
- 15. External works, such as the roadway and parking to be installed, with gulley and washdown area.
- 16. Car charging points to parking areas.
- 17. Mechanical and electrical installations
- 18. Surface water drainage
- 19. Foul water packaged treatment underground tank, exact location to be determined on site.
- 20. External and internal windows and doors
- 21. All finishes
- 22. Kitchen and lab cupboard units, and lab work top
- 23. Suspended ceilings.
- 24. BREEAM compliance and documentation to 'Excellent' standard
- 25. In compliance with all building standards and Building Control Approval to be achieved.

If steel is to be used as part of this project, then the supplier should apply the best practice

principles when purchasing this. <u>Procurement policy note 11/16: procuring steel in major</u> projects - revised guidance - GOV.UK (www.gov.uk)



Appendicies 3 Scope Summary Lindisfarne

#### **Amended Scope Items**

Stemming from the Clarification Summary Lindisfarne V17 – We have included the additional information listed below. Any items not listed below are therefore clarifications against scoping items already included.

**Ref 2: Requirements for the project to achieve BREEAM excellent rating.** The client has appointed a BREEAM assessor who will retain responsibility in ensuring all of the evidenced activities for the credits shall be gathered from the requisite project team, and that includes the obligations from the contractor, and to ensure that the credits comply with the standards required.

**Ref 4: Container movement.** Include for the removal of the steel container, to another location, and based on site.

**Ref 5: Electrical Utility Connection.** Natural England will be undertaking the payment of all utility upgrade electrical connectivity works to the value of for all works, as set out within the Scottish Power quotation. you have added up both options, and its only option 1. We are asking the contractor to ensure they allow for all excavation works and management of this connection, and to cover interface items as required. The contractor shall ensure they have included an allowance for all other electrical works, that shall not form part of Scottish Power's main connection and that they co-ordinate their attendance on site.

**Ref 8: The contractors design portion shall include.** The design scope is set out within the specification documents, and the main items are: -

1. Structural piling: In full consideration of the geotechnical survey data and as item 7 above.

2. MEP Works Stage 4 Electrical Particular Specification Ref: 2394-CWC-LN-SP-E-0001: Contractors minor design works and or manufacturers details / standards for approval being: -

a. Fire alarm and detection systems

b. External windows and doors

c. Roofing finishes and parapet caping details

d. Intruder alarm

e. Internal and external lighting

f. EV charging system

g. Data/Comms cabling associated infrastructure.

h. Lightning Protection

3. MEP Works Stage 4 Mechanical Particular Specification Ref: 2394-CWC-LN-SP-M-0001: Contractors minor design works and or manufacturers details / standards for approval being: -

- i. Final setting out of M&E services.
- ii. Plant and equipment support bases.
- iii. Builders works.
- iv. Underfloor heating
- v. Condensate drainage connections
- vi Plant drainage connections
- vii. Building Management Systems
- 4. Architectural:

A. Roof design / details to be by the contractor, to manufacturers details, and to include parapet steelwork, parapet caping, as well as outlets and downpipes, plus leaf guards.

**Ref 9: Existing tree influences.** All trees on the site are to be either removed or pruned back to the boundary, and the contractor is to allow within their roofing details gulley guards.

**Ref 10: The Finishes Schedule.** Is included within the Architectural section of the scope, which includes.

- 1. Schedule of Finishes Rev 1 (includes white goods)
- 2. A9103MY Wall dispenser data sheet
- 3. All Clean Matt
- 4. ASS\_25455509 Built in fridge to kitchen
- 5. B1673AA taps
- 6. Depotlink\_535EABED6463443 Paint
- 7. dt\_gb\_high gloss data sheet Paint
- 8.gerflor tech data sheet Flooring

9. LPS 1175-SR1 steel roller shutters. (Add in a row for pricing within the Commercial Activity Schedule if required).

- 10. N1381AA Toilet Roll holder
- 11. S592001 Cleaner Sink
- 12. Ryno terrace pave slip resistant tiles
- 13. For Roof query refer to TQ 8 above item 4A.

Note: For the DDA shower see the commercial model for the schedule of items.

Ref 11: Drainage Outlet to the plant room:

Allow for additional run to bring this drainage around to the front of the building and connect into site wide surface water drainage scheme – 150mm diameter pipes at 1:150 fall.

**Ref 12: ACO drain discharge.** By patio it is assumed you mean the decking to the front of the building. The roof extends over the footprint of the building including the 'patio,' so all

drainage is captured off roof via RWP runs that fall either side of the decking. Allow for pipework and a connection.

Ref 13: Provide Wallbarn spec and drawings. See attached Roofing finishes information: -

- 1. LNR Green Roof Spec
- 2. M-Tray System Build up
- 3. Wallbarn Ltd M Tray**Ref**

# 14: Misc Clarifications.

1. Refer to the Schedule of Finishes Rev 1 document pack all as per item 10 above.

2. Suspended external grid system: the contractor is to allow for external grade treated softwood to support the canopy fascia and soffit of the timber cladding. Construction drawings will be prepared that show there is no steelwork, instead refer to the current structural engineers' detail for the cantilevered slab.

3. Patio: Refer to the Schedule of Finishes Rev1

4. Steel Beam Connections: Refer to the structural engineers' details, and also the structural engineer will pick up within their Construction Drawings.

5. ASHP base: Allow for a base a minimum of 1800 wide x 750 mm deep, with a min 125mm concrete slab, on a 300mm type 1 consolidated base.

5. Balustrade: See Schedule of Finishes Rev 1

6. Beam and Block Ventilation: Refer the Architectural drawings and allow the number of vents in accordance with the spec. The structural engineer will pick up any details within the Construction Drawing issue.

**Ref 15 Clancy drawing 104 Rev 5 shows steelwork.** Refer to CCL drawings 104 Rev 5 and 105 Rev 5 – the steel was removed at the request of the client and the metal deck roof deck now cantilevers across with additional reinforcement within the troughs of the metal deck to enhance the strength.

Ref 16: Firth drawing and the green roof. Refer to item 13 above.

**Ref 17: Clancy drawing stud welding.** No studs as no steelwork below – U bars required to close out the slab edge.

## Ref 18: Party Wall Agreements.

- There are no restrictions to accessing the site nor are their party wall agreements required with other parties.
- The design shows connecting to the existing drainage outfall pipe and permits are an obligation of the client.
- The power pole forms part of Scottish Power's works, and pile locations need to consider this within any design.

**Ref 20: BREEAM Obligations.** Refer to the M&E scope / specifications, the BREEAM assessor's tracker and the BREEAM manual for the full requirements to achieve each construction stage credits.

**Ref 24: The BREEAM Excellent Rating**. Refer to the additional document that breaks out the specific contractor obligations under BREEAM, Ref: 2012.263 July 23. This document is attached to the email and has also been added to the Bidder Pack, it is called Lindisfarne (Main Contractor Report) BREEAM

**Ref 25: Telegraph Power Pole to be moved.** No, it's to be retained, and Scottish Power have allowed to put a cranked stay in, to support the pole, as part of their works.

**Ref 27: Welfare Location.** The site can agree to the potential use of existing parking space for welfare set up, but it should be reciprocated with the creation of parking spaces within the originally suggested laydown area, by the removal of grass and the laying of type 1 stone, all

with a view to returning any areas back to its original condition. To include this within the site set up prelims.

**Ref 30 to 35 inclusive: M&E Drawing Revisions.** The latest drawing is within the tender pack, the Doc Issue sheet has been updated.

**Ref 41: Blockwork movement joints.** Allow for 2 number blockwork movement joints and details will be provided within any 'For Construction Issue' of drawings.

**Ref 42: Steel Fire Protection.** Needs to be 30mins fire protection and can be either fire line board, or intumescent paint, to be agreed with the building control officer.

**Ref 43: Plant Room finishes.** Emulsion finish to ceilings and 2 coats of concrete PU Enamel gloss paint to floors.

Ref 44 & 45: Storage Room Shelving and notice boards. To be added at a later date.

**Ref 47: Doors and windows.** Refer to the Door and Window schedule for doors ED1, ED2 and ED3 where its stating they are Reynaers CS 77 (Concept System) solid aluminum door sets, with solid burglar resistant panels. All to site dims. Or equivalent systems, subject to customer agreement.

**Item 48: Item 47 reiterated.** Can you price the Window and Door Schedule, and glass list, from Anglezarke, there is also and Architects detail / Spec drawing that provides more detail. But to reiterate:

- Doors: Concept System (CS doors) 77, aluminum with full height insulated sandwich aluminum panel, burglar proof standard, all finished power coated RAL 7016.
- Windows: CS77, tilt and turn + fixed panes, 'Functional' frames, double glazed with Low-E coated glass inner. all finished power coated RAL 7016.
- Concept Patio (CP)130 sliding doors with double glazed units with Low-E glass and flush threshold. The front elevation needs to utilise the aco drain in line with the cill detail and patio floor finish. NB: the window and door numbers need to be amended and will be issued at the 'For Construction' stage. all finished power coated RAL 7016

**Item 49: Tender Model Comparison.** Contractors are to include appropriate rates and percentages within the blue boxes on the 'Model Compensation Event Summary' tab as instructed on the 'General Requirements' tab. The total for the Model Compensation Event will then be automatically updated on the main elemental summary tab.

Item 50: Hardcore type. MOT type 3 to be used.

Item 51: Irrigation System. There is no irrigation system for the green roof.

**Item 52 Social Value details.** Supporting the tidying up of Reedbeds, using long arm excavators & Creating sand / shingle raised areas for nesting birds.

Item 53 Planting. Planting by AN Other

DRAWING NUMBER         REV           Architectural	ISION TITLE TITLE Drawing Register Drawing Register Proposed Site Plan Proposed Plans Proposed Details and Specs Door & Window Schedule
230713       G         LNR_4_11S       G         LNR_4_110       F         LNR_4_210       D         LNR_4_211       E         LNR_4_212       A         LNR_4_213       A         LNR_4_214       E         LNR_4_310       E         LNR_4_311       E	Proposed Site Plan Proposed Plans Proposed Details and Specs Door & Window Schedule
230713       G         LNR_4_11S       G         LNR_4_110       F         LNR_4_210       D         LNR_4_211       E         LNR_4_212       A         LNR_4_213       A         LNR_4_214       E         LNR_4_310       E         LNR_4_311       E	Proposed Site Plan Proposed Plans Proposed Details and Specs Door & Window Schedule
LNR_4_11S       G         LNR_4_110       F         LNR_4_210       D         LNR_4_211       E         LNR_4_212       A         LNR_4_213       A         LNR_4_214       E         LNR_4_310       E         LNR_4_311       E	Proposed Site Plan Proposed Plans Proposed Details and Specs Door & Window Schedule
LNR_4_110       F         LNR_4_210       D         LNR_4_211       E         LNR_4_212       E         LNR_4_213       A         LNR_4_214       A         LNR_4_310       E         LNR_4_311       E	Proposed Plans Proposed Details and Specs Door & Window Schedule
LNR_4_210 D LNR_4_211 E LNR_4_212 E LNR_4_213 A LNR_4_214 A LNR_4_310 E LNR_4_311 E	Proposed Details and Specs Door & Window Schedule
LNR_4_211       E         LNR_4_212       E         LNR_4_213       A         LNR_4_214       A         LNR_4_310       E         LNR_4_311       E	Door & Window Schedule
LNR_4_212 E LNR_4_213 A LNR_4_214 A LNR_4_310 E LNR_4_311 E	
LNR_4_213 A LNR_4_214 A LNR_4_310 E LNR_4_311 E	
LNR_4_214 A LNR_4_310 E LNR_4_311 E	Proposed Sections
LNR_4_310 E LNR_4_311 E	Proposed Kitchen Layout
LNR_4_311 E	Proposed Lab Layout
	Proposed Elevations 1 of 2
Architects	Proposed Elevation 2 of 2
	Anglezarke Design Schedule
Architects -	Lindisfarne Glass
Architects -	CP 130 Slider Data Sheet
Architects -	Timber Cladding Details
Architects -	Weberend Render Specification
Architects -	Webersil P
Architects -	SR Details Jan 2019
Architects -	L20 Doorset Specification
Architects -	Lindisfarne Hardware Schedule
Architects -	CS77 – Data Sheet
RLB Rev 2	2 Finishes Schedule
RLB -	Sch of Finishes Doc – Zip
RLB -	Wallbarn additional spec
Structural and Civils	
4-8130 22.07	7.23 Drawing Issue Sheet
050 02	Drainage GA
051 01	
052 02	External Details
053 02	External Details Typical Drainage Details 01

060	02	Hardstanding and Kerbs Details
100	05	Foundation GA
101	06	Ground Floor Slab GA
102	06	Ground Floor Masonry GA
104	05	Roof Steel GA
105	05	Roof Slab GA
115	05	Building Sections
120	05	Foundation Details
121	05	Masonry Details
M&E		
LNT4_2023_07-19_2	19.07.23	Drawing Issue Sheet
2394-CWC-LN-ZZ-DR-M-5001	Т4	Sanitary Services Layouts
2394-CWC-LN-ZZ-DR-M-5002	Т4	Mechanical Services Layouts
2394-CWC-LN-XX-SC-M-5001	тз	Mechanical Services Schematic
CAT5_Washdown_Set_Externa	-	Cat 5 Wash Down Data Sheet
2394-CWC-LN-XX-SC-E-6001	T2	Proposed LV schematic
2394-CWC-LN-00-DR-E-6200	тз	Small Power & Data Layout
2394-CWC-LN-00-DR-E-6300	тз	Lighting and Fire Alarm Layout
2394-CWC-LN-00-DR-E-6500	ТЗ	Containment Layout
2394-CWC-LN-ZZ-DR-ME-4001	тз	External Services Layout
2394-CWC-LN-XX-SH-E-6001	T1	Distribution Board Schedule
2394-CWC-LN-XX-SH-M-5000	T1	Mechanical Schedules
LN Tender Check_2023-09-11	Т5	Drawing Issue Sheet (updated)

# Architectural



## **Structural and Civils**



#### M&E



# Scope

# 3 Specifications

TITLE	DATE OR REVISION
M&E	
2394-CWC-LN-XX-SP-N-0001 - M&E Services Prelims	T1
2394-CWC-LN-XX-SP-M-0001 – Mech Particular Spec	Т3
2394-CWC-LN-XX-SP-M-0002 - Mech Wkmn Spec	T2
2394-CWC-LN-XX-SP-E-0001 – Elec Particular Spec	T2
2394-CWC-LN-XX-SP-E-0002 – Elec Wkmn Spec	T2
M&E Risk Register - 2394-CWC-LN-XX-RP-N-0001 T1	Feb 23
Architectural	
Architects Additional Specification	July 23
General – BREEAM, DNO Quote and Design	
Design Responsibility Matrix	July 23

Scottish Power Quotation – Ref 618810579	11 <sup>th</sup> July 23
Part L & BREAM - Ref: 2394-CWC-XX-XX-RP-M-0002	22 <sup>nd</sup> Feb 23
M&E BREEAM – Ref 2394-CWC-LN-LE-N-0001	24 <sup>th</sup> July 23
Lindisfarne (Main Contractor Report) BREEAM	July 23

#### M&E



## Architectural



# General – DNO Quote and Design



#### 4 Constraints on how the Contractor Provides the Works

All works should be read in consideration of the Scope documents and the PCI which includes the Site Information.

The site is constrained by obligations to how and where the works are carried out due to 'Network Rail' owning the east facing boundary line. There are restrictions on the use of cranes and distances from their electrical equipment, but it should not impact the main construction area. Refer to the PCI for more information.

Venation clearance works should be scheduled outside the main breeding season.

The local authority has stipulated planning conditions, which the contractor needs to comply with / provide: -

- 1. A 'Construction Method Statement,' for approval prior to works commencing.
- 2. If contamination is found, over and above what was previously not identified, then a 'Method Statement' to be provided for approval.
- 3. The completion of the parking area, prior to occupation
- 4. The completion of cycle parking, prior to occupation

The site, other than the main construction area, is a live operational site, and some aspects of the works will need coordinating with the agreement of the 'Reserve Manager.' The roadway is shared, and this must stay open at all times.

The power pole (telegraph type), that sits in the northwest corner of the site, needs to be a minimum of 2m from the face of the proposed building. Piles need to be placed to ensure they provide the former and some tolerance to the setting out of the façade. Protection measures to be put in place to ensure it remains fully operational during the works.

The contractor is to manage the installation of the new 3 phase electrical connection to the site and the underground services modifications required, refer to the Scottish Power quotation, and include for lead in times and its installation, in aligning this within their programme of works.

Welfare facilities will be of the standard laid down in the Construction (Design and Management) Regulations or better and the Principal Contractor is to satisfy themself that the facilities they are providing on site are suitable for the number of people expected to be using the facilities. The location of welfare facilities and any offices required by the Contractor shall be agreed with the Client prior to commencement of the works.

All work is to be conducted in accordance with codes of practice and operators must hold appropriate and current training certification for any machinery or equipment they use.

Scope	
5 Requirements for the program	
The programme of works for Compass Development NE Lto	l is attached below.
The programme of works activity schedule for Compass De attached below.	velopments NE Ltd. is
6 Services and other things provided by the <i>Client</i>	
ITEM	DATE BY WHICH IT WILL BE PROVIDED
No Gas, Plant and Equipment will be supplied Electricity and water for any welfare provision (to be agreed and if required / viable), and for daily use during the construction of the works, will be supplied	NA End of contract

Site Information
All Site Information documents are attached below.
Site Information .docx
The site is located on the east coast, 9 miles south of Berwick Upon Tweed and 56 miles due north of Newcastle.
Contractors - Signature
DocuSigned by: 0D2D8DFFAA7E432
Full Name:
Job Title/Role: Authorities - Signature Date Signed: 22nd December 2023 DocuSigned by:
AD3081543CD447C
Full Name:
Job Title/Role:
Date Signed: 8/1/24