

Women’s Programme

Schedule 5 – Works Package Procedure

Viewpoint reference number: 888888\_0000-GLE-000-XX-T-J-0001

# SCHEDULE 5

# WORKS PACKAGE PROCEDURE

The Alliance Member will be requested in writing by the Alliance Manager to take part in a Works Package Procedure in respect of the Works Package.

In accordance with the Contract Terms, the Client may (but is not obliged to) issue an Order to an Alliance Member requesting that it undertake in connection with the Works Package:

* Pre-Construction Activities (i.e., early works),

Any such Order may precede or run parallel with the Works Package Procedure for the relevant Works Package.

When the Client wishes to commence a Works Package Procedure in connection with such a Works Package, the Alliance Manager will issue the following documents to the Alliance Member (as part of a " **Works Package Brief**"):

* The draft "Contract Data: Part One" that will be annexed to the Notice to Proceed to Stage 2 in respect of the relevant Works Package following the conclusion of the Works Package Procedure.
* The "Scope" that will be referred to in such "Contract Data: Part One" (and which will set out the Client's specification and other requirements in connection with the design and construction of the relevant Works Package).
* Any ancillary information that the Client intends to include and/or refer to in such "Contract Data: Part One" (e.g. "Site Information" etc.).
* A draft form of "Contract Data: Part Two" that will be annexed to the Notice to Proceed to Stage 2 in respect of the relevant Works Package following the conclusion of the Works Package Procedure and which the Alliance Member will be required to populate with its responses to the same as part of the Works Package Procedure.
* A submission pack (Including compliance / submission requirements).

The Alliance Member will be required to review and respond to the Works Package Brief within the time period specified by and in accordance with any requirements specified by the Alliance Manager when issuing the Works Package Brief to that Alliance Member (with this document being a " **Works Response**").

The Works Response submitted by an Alliance Member in respect of the Works Package Brief must include the following information (in addition to any specific requirements that are specified by the Alliance Manager when issuing the Works Package Brief to the Alliance Member):

* Any comments on the Works Terms that are applicable to the relevant Works Package (and that do not seek to materially amend the same).
* Confirmation that it accepts the "Contract Data: Part One" document forming part of the Works Package Brief (including all documents referred to and forming part of the same) as drafted (subject to the resolution of any clarification requests that are raised during the period referred to in the Alliance Manager's instructions when issuing the Works Package Brief).
* A fully populated "Contract Data: Part Two" that includes, amongst the other "to be completed" sections of such document, its Works Package Proposals, confirmation of the Alliance Member's fixed price lump sum for the construction of the relevant Works Package that complies with the requirements of the "Pricing Methodology" table below.
* Further to the above, its proposed Agreed Works Package Prices for the Works Package.
* Logistics plan, detailing off site manufacturing production plans and methodology.
* Detailed programme (including any reference to any on-going or completed Pre-Construction Activities).
* Staff breakdown including organograms and CV’s.
* Health and safety methodology.

Full breakdowns of all packages including full visibility of all package price build ups. Analysis and supportive quotations. Full details of the requirements for the Works Response (including the timescale within which the relevant Alliance Member will be required to submit its Works Response, any submission and response time periods in respect of clarification questions and, as may be required by the Client, meetings with the Alliance Member to discuss the content of its Works Response (for clarification and not assessment purposes only) will be detailed in the Alliance Manager's instructions as accompanied by the Works Package Brief.

The following information is an outline of the requirements of the pricing-related elements of the Works Response as referred to above (and which, in the context of the relevant Works Package, will comprise and inform the fixed price submitted by that Alliance Member):

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| **Works Package Procedure - Pricing Methodology** | |
| Cost Element | Pricing requirement from the Alliance Member for their Works Package |
| Works Package specific details |  |
| Preliminaries - People - management and staff | Determined by reference to the relevant fixed people rates and fixed fee percentages set out in each Alliance Member's FAC-1 Prices. |
| Preliminaries – plant, accommodation etc | Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Works Package on an Open Book basis, using the costs sought by the Alliance Member as part of the FAC-1 Brief activities carried out during Stage 1 and also by reference to the relevant fixed fee percentages set out in each Alliance Member's FAC-1 Prices. |
| Alliance Members design fees | Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Works Package on an Open Book basis, using the costs sought by the Alliance Member as part of the FAC-1 Brief activities carried out during Stage 1 and also by reference to the relevant fixed people rates and fixed fee percentages set out in each Alliance Member's FAC-1 Prices. |
| Work packages (nett trade value) | Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Works Package on an Open Book basis, using the costs sought by the Alliance Member as part of the FAC-1 Brief activities carried out during Stage 1 and also by reference to the relevant fixed people rates and fixed fee percentages set out in each Alliance Member's FAC-1 Prices. |
| Insurances | The Alliance Member is required to price for taking out and maintaining the insurances that are referred to in the "Contract Data: Part One" document forming part of the Works Package Brief, using its proposals and costs in respect of the same in the FAC-1 Prices as a benchmark in the event that the requirements in such document materially change from what is set out in the template "Contract Data: Part One" document set out in the FAC-1 Contract as at the FAC-1 Contract Commencement Date. |
| Performance Bond | The Alliance Member is to provide a Performance Bond as Schedule 14 |
| Alliance Member / contractor risk | The Alliance Member is to provide a fully populated risk register required by the Works Terms and as set out in the Works Package Brief |
| Fee Percentage | Determined by reference to the relevant prices and fee percentages set out in the Alliance Members FAC-1 Prices. |
| Design derogations applicable to the specific site | Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Works Package on an Open Book basis, using the costs sought by the Alliance Member as part of the FAC-1 Brief activities carried out during Stage 1 and also by reference to the relevant fixed people rates and fixed fee percentages set out in each Alliance Member's FAC-1 Prices. |
| Site specific design | Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Works Package on an Open Book basis, using the costs determined by the Alliance Member as part of the FAC-1 Brief activities carried out during Stage 1 and also by reference to the relevant fixed people rates and fixed fee percentages set out in each Alliance Member's FAC-1 Prices. |
| Inflation (NB this supersedes the indexation clause in the CCS Framework Agreement): | Any adjustment to the management and staff rates included in the Alliance Member's FAC-1 Prices and/or FAC-1 Proposals (as applicable) to account for a change in the AWE (Average Weekly Earnings), Private Sector Total Weekly Earnings (KAC4) index as permitted.  No further increases to the same may be submitted. |

Following receipt and assessment of the Alliance Member's Works Proposal, the Client and the Alliance Member will evaluate the same in accordance with the instructions that were issued to the Alliance Member with the Works Package Brief and, subject to the Client's internal approval process and the pricing elements of its Works Response being within the Client’s approved budget for the Works Package, will be issued with a Notice to Proceed to Stage 2 in respect of the same.