

Contingency Response Programme

Schedule 4 – Works Package Procedure

SCHEDULE 4

WORKS PACKAGE PROCEDURE

An *Alliance Member* may 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); and/or
- Pre-Construction Services (i.e. pre-construction services in connection with a specific *Works Package*).

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 *Main 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" or similar 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" or similar 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* and/or any *Pre-Construction Services*).
- Staff breakdown including organograms and CVs.
- 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*):

<i>Works Package Procedure - Pricing Methodology</i>	
Cost element	Pricing requirement from the <i>Alliance Member</i> for their <i>Works Package</i>
<i>Works Package</i> specific details	
Preliminaries - People - management and staff	Determined by reference to the relevant fixed people rates and fixed fee percentages set out in each <i>Alliance Member's FAC-1 Prices</i> .
Preliminaries – plant, accommodation etc	<i>Alliance Member</i> to provide full details of its proposals in respect of this element of the design and

	construction of the <i>Works Package</i> on an <i>Open Book</i> basis, using the costs sought by the <i>Alliance Member</i> as part of the <i>FAC-1 Brief</i> activities carried out during <i>Stage 1</i> and also by reference to the relevant fixed fee percentages set out in each <i>Alliance Member's FAC-1 Prices</i> .
<i>Alliance Member's</i> design fees	<i>Alliance Member</i> to provide full details of its proposals in respect of this element of the design and construction of the <i>Works Package</i> on an <i>Open Book</i> basis, using the costs sought by the <i>Alliance Member</i> as part of the <i>FAC-1 Brief</i> activities carried out during <i>Stage 1</i> and also by reference to the relevant fixed people rates and fixed fee percentages set out in each <i>Alliance Member's FAC-1 Prices</i> .
Work packages (nett trade value)	<i>Alliance Member</i> to provide full details of its proposals in respect of this element of the design and construction of the <i>Works Package</i> on an <i>Open Book</i> basis, using the costs sought by the <i>Alliance Member</i> as part of the <i>FAC-1 Brief</i> activities carried out during <i>Stage 1</i> and also by reference to the relevant fixed people rates and fixed fee percentages set out in each <i>Alliance Member's FAC-1 Prices</i> .
Insurances	The <i>Alliance Member</i> 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 <i>Works Package Brief</i> , using its proposals and costs in respect of the same in the <i>FAC-1 Prices</i> 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 <i>FAC-1 Contract</i> as at the <i>FAC-1 Contract Commencement Date</i> .
<i>Alliance Member</i> / contractor risk	The <i>Alliance Member</i> is to provide a fully populated risk register required by the <i>Main Works Terms</i> and as set out in the <i>Works Package Brief</i> .
Fee percentage	Determined by reference to the relevant prices and fee percentages set out in the <i>Alliance Member's FAC-1 Prices</i> .
Design derogations applicable to the specific <i>Works Package Site</i>	<i>Alliance Member</i> to provide full details of its proposals in respect of this element of the design and construction of the <i>Works Package</i> on an <i>Open Book</i> basis, using the costs sought by the <i>Alliance Member</i> as part of the <i>FAC-1 Brief</i> activities carried out during

	<p><i>Stage 1</i> and also by reference to the relevant fixed people rates and fixed fee percentages set out in each <i>Alliance Member's FAC-1 Prices</i>.</p>
<p><i>Works Package Site specific design</i></p>	<p><i>Alliance Member</i> to provide full details of its proposals in respect of this element of the design and construction of the <i>Works Package</i> on an <i>Open Book</i> basis, using the costs determined by the <i>Alliance Member</i> as part of the <i>FAC-1 Brief</i> activities carried out during <i>Stage 1</i> and also by reference to the relevant fixed people rates and fixed fee percentages set out in each <i>Alliance Member's FAC-1 Prices</i>.</p>
<p>Inflation (NB this supersedes the indexation clause in the <i>CCS Framework Agreement</i>):</p>	<p>Any adjustment to the management and staff rates included in the <i>Alliance Member's FAC-1 Prices</i> and/or <i>FAC-1 Proposals</i> (as applicable) to account for a change in the AWE (Average Weekly Earnings), Private Sector Total Weekly Earnings (KAC4) index as permitted.</p> <p>No further increases to the same may be submitted.</p>
<p>Inflation (note)</p>	<p>Client recognises the current volatility of pricing across building materials and how this impacts on those participating within this Tender. Throughout <i>Stage 1</i> and prior to the issue of any Notice to Proceed to <i>Stage 2</i>, the Client will work with the <i>Alliance Member</i> to continually review and ascertain the market prices for the undernoted items only based upon the prevailing market conditions at the time in the context of each Main Works Package. It will be determined on a case-by-case basis as to whether the prevailing market prices at the time justify the inclusion of an index/indices-based price adjustment mechanism in respect of such items in relation to <i>Stage 2</i> (the construction stage) of a particular Main Works Package.</p> <p>noted items refer to: gypsum, concrete, MEP, steel, timber, brick. Specific elements of each item will be agreed at the commencement of each stage</p>

Following receipt and assessment of the *Alliance Member's Works Proposal*, the *Client* and the *Alliance Manager* 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.