

**THE SECRETARY OF STATE
FOR JUSTICE**

PETERBOROUGH PRISON MANAGEMENT LIMITED

SCHEDULES
for the design, construction, management
and financing of a custodial
service at Peterborough as amended and
restated on 3rd September 2013

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SCHEDULE A

Part 1

Design And Construction Specification –Works

The document incorporated here refers to the Schedule A contained in Conditions of Contract for the design, construction, management and financing of a custodial service at Peterborough and dated 14th February 2003.

SCHEDULE A

Part 2

Design And Construction Specification – Prison Expansion Works

Part 2A

Authority's Requirements

REDACTED

SCHEDULE B

REDACTED

SCHEDULE B

Part 2

The Inmate Related System(s)

Part 3

Leased Assets

Part 4

Equipment – Prison Expansion

Redacted

SCHEDULE C

Maintenance Management

For the purposes of this Schedule, the following expressions shall have the meaning set out below:

CDM Regulations means the Construction (Design and Management) Regulations 1994;

Condition Survey has the meaning assigned to it in sub-paragraph 4 of paragraph C;

Design and Construction Specification has the meaning assigned to it in Schedule A;

Environmental Policy Statement means the Contractor's statement of environmental principles and intentions with respect to its environmental performance and which will take into account the Memorandum Of Understanding and includes its environmental objectives and targets and provides a framework for action;

Energy Efficiency Action Plan means the plan of action prepared, utilising the building management system outputs, in relation to the monitoring and controlling of energy consumption and the identification of further measures to achieve energy savings in addition to initial design assumptions and recognised industry targets;

Energy Policy Statement means the Contractor's statement of its principles and intentions with respect to its energy performance and which will include its energy objectives and targets and provides a framework for action;

Forward Maintenance Plan has the meaning assigned to it in paragraph G of Schedule C;

Maintained Assets has the meaning assigned to it in paragraph A;

Maintenance Standards has the meaning assigned to it in paragraph B;

Maintenance Programme means a programme of works as set out in paragraphs B and C;

Memorandum of Understanding means the memorandum of understanding between the Home Office and HM Prison Service dated 5 May 2000 as amended from time to time;

Roads Authority means the local highway authority (for the purposes of the Highway Act 1980 (as amended)) for the applicable area;

PREAMBLE

The Contractor will ensure that the Prison, the Site are kept in good structural and decorative order (subject to fair wear and tear for a prison) during the Contract Term and will ensure that it is fit for the habitation of Prisoners and maintains the design intention to achieve minimum maintenance over the full working life of the Prison (minimum 60 years).

This Schedule C also sets out the standards (subject to fair wear and tear for a prison) against which the Prison and the equipment are to be judged in any dilapidation survey, including the survey immediately before the expiry or termination of the Contract Term, in accordance with Clause 19 of the Contract.

A. MAINTENANCE MANAGEMENT

1. Without prejudice to Clauses 17, 18, 19, 20 and 52 of the Contract, the Contractor's maintenance obligations are more particularly detailed in this Schedule C.

2. The Contractor shall be responsible for all routine inspection, testing, maintenance, repair, refurbishment and replacement services in relation to the Prison, the Site and including without limitation, the equipment, the landscaping, roads, fences, walls, buildings, and all plant, fixtures, fittings, chattels and other associated equipment, including transport and mobile equipment and apparatus (these items described above constituting the agreed **Maintained Assets**).

B. SCOPE OF MAINTENANCE

1. The Contractor will keep the Maintained Assets (subject to fair wear and tear for a prison) in good, and serviceable condition throughout the Contract Term and, where applicable, in accordance with the maintenance standards set out in Appendix A to this Schedule C (hereinafter referred to as the "Maintenance Standards") and to be set out in the Maintenance Programme referred to in Section C below.

2. The Contractor's general maintenance obligations in respect of the Maintained Assets shall comprise:

- (i) rectification of deficiencies in equipment, services and repairs to accommodation and other areas of the Prison, the Site within 48 hours of being reported where practicable, i.e. to accommodate parts being flown from abroad, or where a specialist sub-contractor specifies a date to repair in excess of 48 hours, which is accepted as reasonable. The Contractor will be responsible for operating a suitable recording and reporting system to demonstrate compliance with this requirement;
- (ii) routine, periodic and visual inspection and routine and periodic testing of the Maintained Assets;
- (iii) routine and periodic testing of the security systems at the Prison;
- (iv) planned and emergency maintenance and repair services;
- (v) replacement and refurbishment, according to inspection requirements and within the agreed indicative Refit and Replacement Schedule, as Appendix B to this Schedule C, of the Maintained Assets;
- (vi) provision of tools, equipment (including any computer equipment) and supplies required to perform the Contractor's maintenance obligations; and
- (vii) quality assurance and quality control programmes.

3. The general maintenance obligations referred to in paragraph 2 of this Part B shall be satisfied by implementing the procedures set out below and such other procedures as may be reasonably necessary to achieve the Maintenance Standards:

- (a) day-to-day maintenance, including repairing damage howsoever caused;
- (b) inspection required by statute;
- (c) planned preventative maintenance;
- (d) planned inspection of buildings;
- (e) all maintenance and repairs found to be necessary to comply with the Maintenance Standards as a result of the planned inspection of buildings;
- (f) maintenance of all painted surfaces to a reasonable standard;
- (g) re-decoration of all internal and external painted surfaces as required by inspection within the maintenance timetable;
- (h) pest control;
- (i) industrial cleaning of kitchen, wash-up areas, serveries, kitchen equipment and laundry and launderette areas;
- (j) potable water quality assurance;
- (k) grounds maintenance, including repair of the exercise and games areas, internal roadways and access roads to the nearest public road adopted and maintained by the appropriate Roads Authority; and clearance of snow and dirt within the Land boundary;
- (l) fixed plant remedial work in the event of damage or failure;
- (m) maintenance of the air conditioning, heating systems and mechanical and electrical (M&E) systems such that the environment within the buildings is maintained to the levels of temperature and ventilation, as set out in Schedule A;
- (n) maintenance of all security systems;
- (o) arrangements at the discretion of the contractor for the supply, or the retention on site, of spare parts for plant machinery or other items to expedite the re-instatement of services in line with the measurement of this Schedule;
- (p) maintenance of all lighting, including street lighting, for all roadways and car parks within the Site boundary, whether inside or outside the secure perimeter;
- (q) maintenance of hard and soft landscaping (including plantings within the Site) according to Appendix C to this Schedule C;
- (r) all maintenance and repairs found to be necessary to comply with the Maintenance Standards for the Prison other than those arising from the planned inspection of buildings;

- (s) keeping of accurate records of maintenance and repairs.

C. MAINTENANCE PROGRAMME

1. The Contractor will ensure the preparation and performance of a Maintenance Programme. The fundamental aims of that Maintenance Programme will be to ensure that:

- (a) the Prison is operational and available at all times; and
- (b) the condition of the Prison and its assets at the end of the Contract Period or on termination will be commensurate with the general requirements of the Contract and the Preamble to this Schedule.

Three months prior to the Contractual Opening Date, the Contractor will deliver an outline Maintenance Programme to the Authority. Within one month following the Actual Opening Date, the Contractor will deliver a full Maintenance Programme to the Authority.

Three months prior to the Prison Expansion Works Opening Date, the Contractor will deliver an outline Maintenance Programme to the Authority for the Prison Expansion and Activities Building. Within one month following the Actual Prison Expansion Opening Date, the Contractor will deliver a full Maintenance Programme to the Authority.

2. The Maintenance Programme shall include:

2.1 the details to more fully describe the obligations and activities set out in paragraphs 2 and 3 of Part B of this Schedule C; and

2.2 the Maintenance Standards to be applied to the Maintained Assets including, for the avoidance of doubt, maintenance standards for all items referred to in the Design and Construction Specification and other items specified in Schedule A of the Contract where reasonably required by the Authority, which Maintenance Standards shall, where relevant, be in accordance with the Maintenance Standards set out in this Schedule C, unless otherwise agreed by the Authority and the Contractor;

2.3 an indicative refit and replacement Maintenance Programme and timetable (Appendix B and Annex to Appendix B to this Schedule C refer); and

2.4 an indicative maintenance timetable (Appendix C to this Schedule C refers).

3. The Maintenance Programme shall meet all of the maintenance requirements of the Contract.

4. A survey of the Maintained Assets will be undertaken by the Contractor (at its own expense) on the fifth anniversary of the date of signature of this Contract and thereafter every 3 years to determine the condition of the Maintained Assets (each referred to as a "Condition Survey"). In addition, the Contractor will attend any dilapidation survey carried out by the Authority under Clause 19 of the Contract.

4.1 The Condition Surveys will be undertaken by the Contractor. Each Condition Survey will entail a physical survey of the Prison and the Site and a review of the maintenance records, in order to ensure that the Prison and the Site are being maintained in accordance with the Maintenance Standards.

4.2 A copy of the Condition Survey results will be provided to the Authority, within one month of completing the survey.

4.3 The Condition Survey results will be used to implement such repairs and maintenance identified as necessary and to revise the Maintenance Programme. Any proposed revisions shall be subject to approval by the Authority, such approval not to be unreasonably withheld.

5. All of the Maintained Assets will be individually recorded noting physical location, areas served etc. Accurate records will be kept of:

- (a) forward maintenance planning;
- (b) performance and historical maintenance requirements; and
- (c) technical details, e.g. pump speeds or the type of oil used as supplied by the prime construction contractor;

6. Detailed work specifications will be developed for the Maintained Assets. The Contractor shall develop these specifications for each Maintained Asset based on:

- (a) equipment manufacturers' recommendations; and
- (b) industry standard specifications

7. The Contractor will ensure that an appropriately qualified facilities manager will be responsible for implementation of the Maintenance Programme. The facilities manager will be an experienced professional who will oversee a team of facility maintenance staff.

8. All Contractors facility maintenance personnel required to supervise prisoners will be PCO trained.

The Contractor will be responsible for ensuring that security of the Prison is not compromised at any time as a result of any maintenance/repair work being undertaken. Prisoners should not be employed on security systems, locking and other associated works.

9. All security systems, including local mechanical key overrides of remotely controlled locks and component parts will be checked at regular intervals to ensure that they are operating at optimum performance and in accordance with manufacturers' requirements.

10. The Contractor shall ensure that all requirements of the Health and Safety Plan (as defined in the CDM Regulations) and risk management are met.

D. ENVIRONMENTAL POLICY

Three months prior to the Contractual Opening Date, the Contractor will provide the Authority with a copy of its Environmental Policy Statement insofar as this impacts on the maintenance management of the Prison and the Land.

E. ENERGY EFFICIENCY

The Contractor will meet all statutory obligations with regard to energy conservation and provide the Authority with a copy of its Energy Policy Statement . Three months prior to the Contractual Opening Date, the Contractor will provide the Authority with a copy of its Energy Efficiency Action Plan (as part of the 'Prison Maintenance' operational procedure to be provided in accordance with paragraph 5.4 of part 1 to Schedule D). This Energy Efficiency Action Plan will form an integral part of the operating procedures for the Prison to monitor and control energy consumption using the building management system outputs and other measures and identify further measures to achieve savings over initial design assumptions and recognised industry targets.

The design and construction of the Prison will be developed in accordance with the energy saving measures outlined in the Energy Efficiency Office (EEO) Guide to Best Practice in Prisons, Emergency Buildings and Courts. The current design assumption targets are:

- (a) electrical consumption = 106 kWh/sq m/annum; and
 - (b) fossil fuels:
 - Gas H.W.S: 56 kWh/sq m/annum
 - Gas Heating: 123 kWh/sq m/annum
 - Gas Catering: 19.2 kWh/sq m/annum
- total gas consumption = 198.2 kWh/sq m/annum.

The design and construction of the Prison Expansion and Activities Building will be developed to achieve BREEAM excellent standard

F. INFORMATION AVAILABLE

The Contractor will maintain, at minimum, accurate records of the following:

asset list amendments;

work order summaries and additional work orders and corrective maintenance summary;

record of reports of deficiencies in equipment, services and accommodation;

fire extinguisher inspections;

risk assessments under Fire Precaution Regulations;

roof inspections;

maintenance and repair requisitions;

record drawing indexes;

legionella water tests;

manufacturers' instructions library index;

emergency generator running log;

automatic heat and smoke detector test records;

fire alarm system tests;

Sub-contractor service logs;

pressure vessel test reports;

boiler maintenance records;

lightning protection inspection and tests;

potable water quality tests;

portable electrical appliance tests;

all other statutory test reports;

public address and communication system tests;

security system tests;

preventative maintenance;

reactive maintenance;

Health and Safety File (as defined in the CDM Regulations);

minor construction

updated "as fitted" drawings;

updated operating and maintenance manuals;

purchase order records;

valve schedules - charts and logs; as supplied by the prime construction contractor

transportation logs;

roof surveys; and

fire drill reports.

G. COMPLETION SERVICES

Completion/Termination Surveys

The Contractor shall provide to the Authority 12 months prior to the end of the Contract period, or upon notice of termination, a schedule of known future maintenance work required to be carried out over the following 12 months. (The Forward Maintenance Plan).

The Contractor shall ensure or procure that the Authority is provided with the following documents immediately prior to the end of the Contract Period or upon termination of the Contract if earlier:

- (a) copies of all maintenance and operational manuals, including the Health and Safety file;
- (b) all test certificates and calculations;
- (c) all planned preventative maintenance documents for the mechanical and electrical engineering installations;
- (d) all planned inspection of buildings schedules and reports;
- (e) all record drawings similar in material and quality to those provided, in accordance with Schedule M, following the Actual Opening Date;
- (f) a schedule of spare parts to a normal limit of 10% of replacement requirements based on historical figures held in store;
- (g) all maintenance records;
- (h) the report on any further action required in the contamination management strategy; and
- (i) any other information, records or documents the Authority may reasonably require to plan and conduct future maintenance work.

APPENDIX A TO SCHEDULE C

Maintenance Standards

The Contractor will ensure that the Maintained Assets are maintained where applicable during the Contract Term to the following standards and as defined in the Maintenance Programme:

1.	BUILDING ELEMENTS	STANDARD
	Sub-Structure	
	Foundations	Structurally sound and stable.
	Pits	
	Lifts	No leaks or dampness.
	Cable trenches	Free from standing water.
	Ground floor slabs	No movement or rocking, cracks sealed.
	Expansion joints	Joints sealed and no leaks or dampness.
	Surface treatments	Intact and suitable for use.
	Frame	
	Structural steelwork & fixings	Structurally sound and stable.
	Intumescent coatings	Fire protection intact.
	Paint	Corrosion protection intact.
	Reinforced pre-cast concrete	Structurally sound and stable.
	Cladding	
	Roof	
	Roof sheeting	Weathertight and properly fixed.
	Flashing	Weathertight and properly fixed.
	Rooflights & glazing	Weathertight, properly fixed, clean and unbroken.
	Gutters & downpipes	No blockages or leaks.
	Sidewalls	

<p>Wall sheeting</p> <p>PC spandrel panels</p> <p>Curtain wall</p> <p>Windows & glazing</p> <p>Louvres/Smoke extract</p> <p>External doors</p> <p>Roller shutters</p> <p>Brickwork/Blockwork</p>	<p>Weathertight and properly fixed.</p> <p>Weathertight and properly fixed.</p> <p>Weathertight, properly fixed, clean and unbroken.</p> <p>Weathertight, clean and unbroken.</p> <p>Weathertight, operational and properly fixed.</p> <p>Weathertight, fully operational and secure.</p> <p>Operational and properly fixed.</p> <p>Structurally sound and stable and free from efflorescence, cracks sealed.</p>
<p>Internal Partitions</p> <p>Masonry</p> <p>Common/Painting quality</p> <p>Polished</p> <p>Movement joints</p> <p>Stud-Plasterboard faced</p> <p>Proprietary WC partitions</p> <p>Screen walls</p> <p>Internal doors & glazing</p>	<p>Structurally sound and stable, cracks made good.</p> <p>Finishes intact.</p> <p>Finishes intact.</p> <p>Joints sealed.</p> <p>Clean, undamaged and finishes intact.</p> <p>Clean and finishes intact.</p> <p>Clean, undamaged and finished intact.</p> <p>Clean and finishes intact.</p>
<p>Metalwork</p> <p>Stairs & walkways</p> <p>Balustrades & handrails</p> <p>Access ladders</p> <p>Security screens, gates & grilles</p>	<p>Safe and finishes intact.</p> <p>Safe and finishes intact.</p> <p>Safe and finishes intact.</p> <p>Fully operational and finishes intact.</p>
<p>Ironmongery</p> <p>Security locks/latches</p>	<p>Complete and fully operational.</p>
<p>Door furniture</p> <p>Windows furniture</p>	<p>Complete and fully operational.</p> <p>Complete and fully operational.</p>

Wall Finishes	Clean and intact.
Floor Finishes	Safe, clean and intact.
Suspended Ceilings	Safe, clean and intact.
Decorations	Clean and intact.
Externals Drainage - SW & FW Manholes Access & perimeter roads Car parks, hardstandings & aprons Reinforced grass emergency roads Exercise & hard play areas Street furniture Fencing & gates Walls Perimeter wall Landscaping Cable and service ducts, draw pits and inspection chambers	Free-flowing with no blockages or significant leaks, traps full. Structurally sound, no leaks. Safe, serviceable and free from weeds. Safe, serviceable and free from weeds. Safe and serviceable. Safe, serviceable and free from weeds. Safe and serviceable. Safe, fully operational and secure. Safe and secure. Structurally sound and stable. Clean and tidy and acceptable according to recognised horticultural standards for the environment agreed. Structurally sound and no significant standing water.
2. SERVICES ELEMENTS	
Plumbing Internal CW storage tanks CW booster sets	No leaks, operational, hygienic and to design standards. No leaks, operational, hygienic and to design standards.
Sanitaryware & fittings, baths and showers	No leaks, operational, hygienic and to design standards.

Gas-fired instantaneous HW	No leaks, operational, hygienic and to design standards.
Boilers	
Pipework, valves & pumps	No leaks, operational, hygienic and to design standards.
Electrical supplies to plumbing services	Operational and to design standards.
External	
Macerator	Operational and to design standards.
Hydrant/Fire water storage pond	Operational and to design standards.
Hydrant/Fire main booster set	No leaks, operational and to design standards.
Fire main & hydrants	No leaks, operational and to design standards.
Pipework, valves & pumps	No leaks, operational and to design standards.
Mechanical	
Internal piped systems	
Boiler modules and flues	No leaks, operational and to design standards.
Sprinkler/Deluge systems	No leaks, operational and to design standards.
Pressurisation sets	No leaks, operational and to design standards.
Duty/Stand-by pump sets	No leaks, operational and to design standards.
Gas-fired unit heaters	No leaks, operational and to design standards.
Air compressors	Fully operational and to design standards.
Fire hosereels	No leaks, operational and to design standards.
Pipework, valve pumps and radiators	No leaks, operational and to design standards.
Electrical supplies to mechanical services	Operational and to design standards.

<p>Internal ventilation system</p> <p>Toilet & shower extract ventilation fans</p> <p>Heat recovery system</p> <p>Water treatment</p> <p>Fire barriers</p> <p>Area extract ventilation fans</p> <p>Area supply ventilation fans</p> <p>Area supply AHU's</p> <p>Air conditioning units/DX units</p> <p>Fume, dust/heat extract systems</p> <p>Ductwork dampers, filters grilles and diffusers</p> <p>Electrical supplies to ventilation services</p> <p>Heater batteries</p>	<p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Effective and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>No leaks, operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards, no leaks.</p>
<p>Electrical - Internal</p> <p>HV ring main units</p> <p>Transformers</p> <p>Main LV switch panel</p> <p>Power factor correction equip</p> <p>Stand-by diesel generators</p> <p>Generator control panels</p>	<p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Operational and to design standards.</p> <p>Fully operational and to design standards.</p> <p>Fully operational and to design standards.</p>

Sub-distribution panels	LV switch	Operational and to design standards.
Lighting systems & luminaires		Operational and to design standards.
Wiring & cables		Operational and to design standards.
Special systems		
Public address		Operational and to design standards.
Perimeter wall alarm		Fully operational and to design standards.
Inner perimeter fence alarm		Fully operational and to design standards.
Telephone and data cabling system		Operational and to design standards.
Smoke detection		Fully operational and to design standards.
Fire alarms, general alarm and tamper alarm		Fully operational and to design standards.
CCTV		Fully operational and to design standards.
TV & radio		Operational and to design standards.
Inmate call		Fully operational and to design standards.
Lifts		Operational and to design standards.
Electrical - External		
Electrical distribution, control and communication cabling		Operational and to design standards.
Security lighting		Operational and to design standards and compatible with external close circuit television lux level requirements.
Perimeter lighting		Operational and to design standards and compatible with external close circuit television lux level requirements.
Road/Path lighting		Operational and to design standards and compatible with external close circuit television lux level requirements.

Lightning protection	Intact, operational and to design standards.
3. SPECIAL EQUIPMENT	
Pneumatic security equipment	Fully operational and to design objectives.
Electronic security equipment	Fully operational and to design objectives.
IT & communications equip	Fully operational and to design objectives.
Laundry equipment	Operational, hygienic and to design standards.
Kitchen, including trolleys	Operational, hygienic and to design standards.
Beverage stations/services	Operational, hygienic and to design standards.
Medical equipment	Operational, hygienic and to design standards.
Maintenance equipment	Safe and operational.
4. GENERAL	
	<p>The Contractor will have a programme for the control of infestation and vermin throughout the Prison.</p> <p>The Prison is to be kept free of damp and decay.</p> <p>All mobile equipment to be operational, securely controlled and stored.</p> <p>All non-mobile plant and equipment is to be operational and securely fixed.</p> <p>Statutory notices are to be displayed as required.</p> <p>Access to services plant rooms at the Prison and the site are to be kept clear at all times.</p>

APPENDIX B TO SCHEDULE C

Refit and Replacement Maintenance

The Contractor shall, within the terms of the overall maintenance requirements of the Prison, arrange for the refit maintenance and the replacement of required items as is found necessary during the implementation of the standard forward and planned preventative Maintenance Programme to ensure the continued effective and economic management of the Maintained Assets.

In setting up and executing the Maintenance Programme, the Contractor shall demonstrate to the satisfaction of the Authority that it, the Contractor, has had due regard to handing back the Maintained Assets to the Authority at the expiry of or termination of the Contract Period, such that either:

- (a) the subsequent average cost incurred by the Authority in maintaining those assets is not significantly greater than that incurred by the Contractor in average over the preceding life of the Contract; or
- (b) such costs are not significantly greater as a result of failure to maintain in accordance with current good industry practice.

NB: in assessing the needs of the Maintenance Programme in this respect, both the Authority and the Contractor shall take into account all relevant factors including making due allowance for indexation of labour and material costs. Any adjustments to the refit and replacement programme necessary to achieve these requirements shall be agreed between the Authority and the Contractor following on from the findings of the final dilapidation survey, and shall be carried out by the Contractor before expiry or termination of the Contract Period.

ANNEX TO APPENDIX B TO SCHEDULE C

Refit Maintenance Timetable

The following provides an indicative refit maintenance programme and timetable. The Contractor will produce complete maintenance schedules for all aspects of the building, its structures and its contents, no later than 1 month prior to the Contractual Opening Date of the Prison. These arrangements will include all relevant schedules, manufacturers' instructions, recommended maintenance programmes and response times for both in-house and sub-contracted maintenance requirements.

In relation to the Prison Expansion the following provides an indicative refit maintenance programme and timetable. The Contractor will produce complete maintenance schedules for the Prison Expansion and Activities Building, no later than 1 month prior to the Contractual Prison Expansion Opening Date. These arrangements will include all relevant schedules, manufacturers' instructions, recommended maintenance programmes and response times for both in-house and sub-contracted maintenance requirements.

SCHEDULE D

Part 1

Operational Requirements

Redacted

Part 2

Standard Requirements

Part 3

Prisoner Escort Services

Redacted

SCHEDULE E

Payment Mechanisms

Redacted

SCHEDULE F
PERFORMANCE MEASURES

Redacted

SCHEDULE G
Payments on Termination for Default

Redacted

SCHEDULE H
Payment on Voluntary termination

Redacted

SCHEDULE I

Daily Report – Peterborough

This Schedule sets out the form in which the Contractor will notify the Authority daily of the number of Available Prisoner Places on previous day

Availability				Exceeding Permitted Level			
	Location	A	B	C	D	E	F
	(HB Wing)	Roll	Available Prisoner Places (Clause 29.1)	Additional Prisoner Places (Clause 40A)	Total Prisoner Cells Doubled (Clause 29.3)	Permitted Level (Clause 1.1)	Available Places exceeding Permitted Level (Clause 29.4)
	A1						
	B1						
	C1						
	D1						
	E1						
	A2						
	B2						
	C2						
	D2						
	E2						
	S & C						
	FHC						
	Mother & Baby						
a)	Total Female						
	W1						
	X1						
	Y1						
	Z1						
	HB5 -1						

	HB6 -1						
	W2						
	X2						
	Y2						
	Z2						
	HB5 - 2						
	HB6 -2						
	S & C						
	MHC						
b)	Total Male						
c)	Total a+b						
Comment:							
Signed (Director)				Name:		Date:	
Signed (Controller)				Name:		Date:	

SCHEDULE J

Named Representatives

PART I

NAMED REPRESENTATIVES OF THE AUTHORITY

For the purposes of Clause 62.1 of the Contract the following representatives of the Authority have authority to vary the terms and conditions of the Contract, or to commit the Authority to additional expenditure:

[REDACTED] or his nominated officer [REDACTED] or his nominated officer
[REDACTED] or her nominated officer [REDACTED] or her nominated officers.

PART II

NAMED REPRESENTATIVES OF THE CONTRACTOR

The Contractor's named representative authorised to accept communication is:

[REDACTED]
Sodexo Limited
One Southampton Row
London
WC1B 5HA

SCHEDULE K - PETERBOROUGH

Finance Plan

Schedule Redacted

SCHEDULE L

Letter to Health and Safety Executive

[ON LETTERHEAD OF CONTRACTOR]

Health and Safety Executive
No 1 Long Lane
London
SE1 4PG

[Date]

Dear Sirs

[CONSTRUCTION (DESIGN & MANAGEMENT) REGULATIONS 1994]

PROPOSED NEW PRISON AT PETERBOROUGH

We, Peterborough Prison Management Limited, declare that we agree to act as the client for the purposes of the Regulations referred to above in connection with construction works to be undertaken at Peterborough (including any changes and/or additions to such construction), the address of which is as follows:

[Set out full address of construction site]

Documents may be served on Peterborough Prison Management Limited at the following address:

UKDS
Capital House
25 Chapel Street
London NW1 5DS

Attention: [REDACTED]

Yours faithfully

Signed by [Name][Position]
for and on behalf of Peterborough Prison Management Limited

SCHEDULE M

For the purposes of this Schedule, the following expressions shall have the meaning set out below:

CDM Regulations means the Construction (Design and Management) Regulations 2007;

Local Planning Authority or "LPA" means the local planning for the area being, Peterborough City Council;

Design Development has the meaning assigned to it in paragraph 1 of Part 2;

Contractor's Change has the meaning assigned to it in paragraph 2 of Part 3;

Part 1

Compliance Monitoring

1. The following is a summary of the range of duties which the Independent Engineer and his representatives will carry out on behalf of the Authority:

- (a) To provide project compliance monitoring and to provide the Engineer's Declaration. This is to be achieved by:
 - (i) observing and monitoring a sufficient sample of mock-ups, fabrications, construction and installation works as to satisfy the Independent Engineer that works comply with both Part 1 of Schedule A and any subsequent (compliant) design development;
 - (ii) monitoring the progress of the Contractor's design development and auditing the compliance of his designs and specification against Part 1 of Schedule A providing progress reports to the Authority;
 - (iii) carrying out procedural audits as required;
 - (iv) overseeing and auditing a sufficient sample of the Contractor's own quality assurance and project control systems and procedures to satisfy himself that the Works comply with Part 1 of Schedule A;
 - (v) issuing non-compliance notices and overseeing the resolution of these as set out in this Schedule;
 - (vi) monitoring (but not conducting) the commissioning of components of the Works. (The Independent Engineer will achieve this by monitoring the Works and auditing the records of the parties commissioning and witnessing the testing of such works);
 - (vii) during the commissioning stage, receiving the results of all tests on a daily basis and monitoring the records in order to ascertain the commissioning is in accordance with parameters established in Part 1 of Schedule A.

For the avoidance of doubt, references to Part 1 of Schedule A in this Schedule include references to Part 1 of Schedule A as amended by the Authority or with the Authority's approval pursuant to the Contract and/or this Schedule Parts 3 and 4.

- (b) The Independent Engineer has no authority to vary Part 1 of Schedule A. The Named Representatives of the Authority alone may authorise such variations in accordance with Clause 62. The Independent Engineer will facilitate the Authority's review of changes under the change of control procedures as set out in Part 3 of this Schedule M.
 - (c) The Independent Engineer will facilitate the Authority's review of the Contractor/Construction Sub-contractor's requests for changes under Clause 62 of the Contract, in accordance with the procedures contained within this Schedule.
 - (d) To monitor the progress of the Project with respect to the Contractor's programme and advise the Authority whether the Actual Opening Date is likely to be different from the Contractual Opening Date.
 - (e) To monitor the efforts of the Contractor in seeking Planning Approval from the Local Planning Authority (LPA) including attendance; as individually requested by the Authority; at all key meetings held with the LPA. If the circumstances arise, to advise on whether the Contractor has exercised its best endeavours in obtaining Planning Approval.
2. The Contractor is required to provide information and documentation to the Independent Engineer to enable him to discharge his responsibilities and duties. This information includes but is not limited to the following:
- (a) copy of the master programme for the Works;
 - (b) copy of the weekly or similar detailed programmes showing when the Construction Sub-contractor intends to carry out key activities whether off or on site;
 - (c) a list of relevant meetings taking place and copies of minutes as required;
 - (d) copies of working drawings, schedules and specifications prepared for the Works as requested by the Independent Engineer and sufficient to demonstrate compliance against Part 1 of Schedule A;
 - (e) unhindered access to non commercial correspondence, designs, drawings, documents register, technical and audit reports, consents, certificates and specifications to a level necessary to allow the Independent Engineer to assess compliance;
 - (f) copies of all correspondence relating to planning matters;
 - (g) unhindered access to non-commercial documents concerning procurement schedules and orders placed; lists of main suppliers, main and specialist subcontractors working for the Construction Sub-contractor;
 - (h) unhindered access to all quality control and quality (assurance) records including procedures and method statements for the Works. The Independent Engineer may request extracts of Construction Sub-contractor's method statements from these files;
 - (i) copies of all non-compliance reports generated by the Contractor and by the Construction Sub-contractor under the Construction Sub-Contract and clearance of the same;

- (j) copies of commissioning reports;
- (k) copies of as-built drawings, operating and maintenance manuals and the other documentation as set out in Part 3 of Schedule N together with any other documentation which the Construction Sub-contractor performing design and building works for the Contractor will produce to the Contractor when handing over the Prison and the Site to the Contractor;
- (l) copy of the Health and Safety Plan (as defined in the CDM Regulations) and access to safety reports;
- (m) copy of the project plan (which details how the Works shall be carried out) except the commercial section;
- (n) copy of the building snagging list prior to handover of the Prison to the Contractor;
- (o) copies of the minutes of monthly meetings between the Construction Sub-contractor and its principal sub-contractors; and
- (p) copies of monthly progress reports prepared by or on behalf of the Contractor concerned with the Contract.

Documents to which unhindered access will be provided by the Construction Sub-contractor and its principal sub-contractors will be located at the Prison's site offices.

3. The Independent Engineer will hold regular meetings at which he will discuss compliance matters with the Contractor and/or Construction Sub-contractor. He may wish to attend meetings between the Contractor and the Construction Sub-contractor if appropriate (and this will be by agreement with the Contractor).

4. The Independent Engineer's representative will be the first channel of communications with the Construction Sub-contractor on matters concerning design and construction and compliance monitoring. However, in accordance with Clause 26.3 of the Contract, the Engineer's Declaration will be signed by a senior manager in the firm appointed as Independent Engineer.

5. The Contractor is responsible for delivering the Works, and the Authority does not give approval to his work. The Independent Engineer will promptly bring matters to the attention of the Authority, the Contractor and the Construction Sub-contractor which may adversely affect the issue of the Engineer's Declaration. The non-compliance note appended with this Schedule shall be used by the Independent Engineer for this purpose. The Contractor will act on these comments in sufficient and reasonable time to allow the timely issue of the Engineer's Declaration.

Part 1A

Compliance Monitoring Prison Expansion Works

1. The following is a summary of the range of duties which the Independent Engineer and his representatives will carry out on behalf of the Authority:

- (a) To provide project compliance monitoring and to provide the Engineer's Prison Expansion Declaration. This is to be achieved by:
 - (i) observing and monitoring a sufficient sample of mock-ups, fabrications, construction and installation works as to satisfy the Independent Engineer that works comply with both Part 2 of Schedule A and any subsequent (compliant) design development;
 - (ii) monitoring the progress of the Contractor's design development and auditing the compliance of his designs and specification against Part 2 of Schedule A providing progress reports to the Authority;
 - (iii) carrying out procedural audits as required;
 - (iv) overseeing and auditing a sufficient sample of the Contractor's own quality assurance and project control systems and procedures to satisfy himself that the Prison Expansion Works comply with Part 2 of Schedule A;
 - (v) issuing non-compliance notices and overseeing the resolution of these as set out in this Schedule;
 - (vi) monitoring (but not conducting) the commissioning of components of the Prison Expansion Works. (The Independent Engineer will achieve this by monitoring the Prison Expansion Works and auditing the records of the parties commissioning and witnessing the testing of such works);
 - (vii) during the commissioning stage, receiving the results of all tests on a daily basis and monitoring the records in order to ascertain the commissioning is in accordance with parameters established in Part 2 of Schedule A.

For the avoidance of doubt, references to Part 2 of Schedule A in this Schedule include references to Part 2 of Schedule A as amended by the Authority or with the Authority's approval pursuant to the Contract and/or this Schedule Parts 3 and 4.

- (b) The Independent Engineer has no authority to vary Part 2 of Schedule A. The Named Representatives of the Authority alone may authorise such variations in accordance with Clause 62. The Independent Engineer will facilitate the Authority's review of changes under the change of control procedures as set out in Part 3A of this Schedule M.
- (c) The Independent Engineer will facilitate the Authority's review of the Contractor/Prison Expansion Construction Sub-contractor's requests for changes under Clause 62 of the Contract, in accordance with the procedures contained within this Schedule.

- (d) To monitor the progress of the Project with respect to the Contractor's programme and advise the Authority whether the Actual Prison Expansion Opening Date is likely to be different from the Contractual Prison Expansion Opening Date.
- (e) To monitor the efforts of the Contractor in seeking Planning Approval from the Local Planning Authority (LPA) including attendance; as individually requested by the Authority; at all key meetings held with the LPA. If the circumstances arise, to advise on whether the Contractor has exercised its best endeavours in obtaining Planning Approval.

2. The Contractor is required to provide information and documentation to the Independent Engineer to enable him to discharge his responsibilities and duties. This information includes but is not limited to the following:

- (a) copy of the master programme for the Prison Expansion Works;
- (b) copy of the weekly or similar detailed programmes showing when the Prison Expansion Construction Sub-contractor intends to carry out key activities whether off or on site;
- (c) a list of relevant meetings taking place and copies of minutes as required;
- (d) copies of working drawings, schedules and specifications prepared for the Works as requested by the Independent Engineer and sufficient to demonstrate compliance against Part 2 of Schedule A;
- (e) unhindered access to non commercial correspondence, designs, drawings, documents register, technical and audit reports, consents, certificates and specifications to a level necessary to allow the Independent Engineer to assess compliance;
- (f) copies of all correspondence relating to planning matters;
- (g) unhindered access to non-commercial documents concerning procurement schedules and orders placed; lists of main suppliers, main and specialist subcontractors working for the Prison Expansion Construction Sub-contractor;
- (h) unhindered access to all quality control and quality (assurance) records including procedures and method statements for the Prison Expansion Works. The Independent Engineer may request extracts of Prison Expansion Construction Sub-contractor's method statements from these files;
- (i) copies of all non-compliance reports generated by the Contractor and by the Prison Expansion Construction Sub-contractor under the Construction Sub-Contract and clearance of the same;
- (j) copies of commissioning reports;
- (k) copies of as-built drawings, operating and maintenance manuals and the other documentation as set out in Part 3 of Schedule N together with any other documentation which the Prison Expansion Construction Sub-contractor performing design and building works for the Contractor will produce to the Contractor when handing over the Prison and the Site to the Contractor;

- (l) copy of the Health and Safety Plan (as defined in the CDM Regulations) and access to safety reports;
- (m) copy of the project plan (which details how the Prison Expansion Works shall be carried out) except the commercial section;
- (n) copy of the building snagging list prior to handover of the Prison to the Contractor;
- (o) copies of the minutes of monthly meetings between the Prison Expansion Construction Sub-contractor and its principal sub-contractors; and
- (p) copies of monthly progress reports prepared by or on behalf of the Contractor concerned with the Contract.

Documents to which unhindered access will be provided by the Prison Expansion Construction Sub-contractor and its principal sub-contractors will be located at the Prison's site offices.

3. The Independent Engineer will hold regular meetings at which he will discuss compliance matters with the Contractor and/or Prison Expansion Construction Sub-contractor. He may wish to attend meetings between the Contractor and the Prison Expansion Construction Sub-contractor if appropriate (and this will be by agreement with the Contractor).

4. The Independent Engineer's representative will be the first channel of communications with the Prison Expansion Construction Sub-contractor on matters concerning design and construction and compliance monitoring. However, in accordance with Clause 26A of the Contract, the Engineer's Prison Expansion Declaration will be signed by a senior manager in the firm appointed as Independent Engineer.

5. The Contractor is responsible for delivering the Prison Expansion Works, and the Authority does not give approval to his work. The Independent Engineer will promptly bring matters to the attention of the Authority, the Contractor and the Prison Expansion Construction Sub-contractor which may adversely affect the issue of the Engineer's Prison Expansion Declaration. The non-compliance note appended with this Schedule shall be used by the Independent Engineer for this purpose. The Contractor will act on these comments in sufficient and reasonable time to allow the timely issue of the Engineer's Prison Expansion Declaration.

Part 2

Demonstration of Compliance During
Design Development and Construction

Compliant Design Development

1. Design Development is the development by the Construction Sub-contractor of the design of the Works within the scope and intent of the documents contained within Part 1 of Schedule A and including any necessity to meet planning, building control, fire, health and safety or other statutory requirements or approvals to ensure the works can be built as designed in order to finalise the design. It will also include development of the design to allow subsequent construction of the Works to be safely and practically executed.

Non-Compliant Design Development

2. Any change to Schedule A which does not constitute Design Development will be considered to be a Contractor's change and shall be dealt with in accordance with the Contract and Part 3 of this Schedule M (Change Control Procedure).

Means of Demonstrating Compliance

3. Drawing revisions will be marked up to show changes or otherwise noted as they are issued. The Contractor shall forward to the Independent Engineer:

- (a) any significant changes within Design Development (but not minor changes to the drawings made to work-up the design to greater detail);
- (b) written applications for changes to Part 1 of Schedule A which require the Authority's approval to proceed. These shall be dealt with in accordance with Part 3 of this Schedule M (Change Control Procedure)

In each case the Contractor will prepare a report for the Independent Engineer describing the nature of the change, explaining why it is thus proposed and if appropriate requesting the Authority's approval to proceed in accordance with Part 3 of this Schedule M (Change Control Procedure). The Notice Of Change proforma appended to this Schedule M shall be used by the Contractor for this purpose.

In the event that the Independent Engineer does not accept the classification of the design change made by the Contractor and the Construction Sub-contractor he shall inform the Contractor and the Construction Sub-contractor within a period of 7 days and shall treat the submission made by the Contractor and the Construction Sub-contractor as one within Design Development or as a change to Part 1 of Schedule A to be dealt with in accordance with Part 3 of this Schedule M (Change Control Procedure) as he considers appropriate. In the event that the Independent Engineer considers that any aspect of a design change submitted to him by the Contractor and the Construction Sub-contractor in accordance with this paragraph 3 or which comes to his attention during any audit of the Contractor and the Construction Sub-contractor's design documentation is not within Design Development, then the Independent Engineer will notify the Authority, Contractor and the Construction Sub-contractor within 7 days accordingly. This may include the issue of a non-compliance report. The Contractor (and in turn the Construction Sub-contractor) will respond and clear

all reports with the Authority in accordance with Part 3 of this Schedule M (Change Control Procedure).

The Contractor, the Independent Engineer and the Construction Sub-Contractor will meet each month or more frequently if agreed, to review the status of project compliance as shown in the schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems. The Independent Engineer will respond to the Contractor within 14 days, or sooner, if reasonably possible, on all matters submitted as Design Development and subsequently classified as Design Development.

Audit Trail

4. As part of this procedure the Contractor will, and shall procure that the Construction Sub-contractor will set up a formal audit trail keeping records of all compliance requests together with the accompanying documentation (including the highlighted drawings), which will clearly demonstrate that the working drawings comply with Part 1 of Schedule A.

Test of Reasonableness

5. If there is a disagreement between the Contractor and the Independent Engineer in relation to the issue of a non-compliance notice, the Independent Engineer will test the proposed change against the joint criteria of equivalent or improved level of custodial service, and also the specified operational performance and durability of the Prison and the Site. Should the disagreement persist, the Independent Engineer will provide detailed reasons for his concerns. This may require further information to be supplied by the Contractor and the Construction Sub-contractor.

6. The procedure set out in Parts 2 and 3 of this Schedule M will be extended to cover all subsequent stages of the Works up to the Independent Engineer's Declaration. This will include Design Development at any time including that presented by sub-contractors once the Construction Sub-contractor has put the Works out to tender.

Nothing done by the Independent Engineer in accordance with Clause 26 of the Contract or this Schedule M shall in any respect relieve or absolve the Contractor from its responsibility for the Works under or in accordance with the Contract.

Part 2A

Demonstration of Compliance During
Design Development and Construction Prison Expansion Works

Compliant Design Development

1. Design Development is the development by the Prison Expansion Construction Sub-contractor of the design of the Prison Expansion Works within the scope and intent of the documents contained within Part 2 of Schedule A and including any necessity to meet planning, building control, fire, health and safety or other statutory requirements or approvals to ensure the works can be built as designed in order to finalise the design. It will also include development of the design to allow subsequent construction of the Prison Expansion Works to be safely and practically executed.

Non-Compliant Design Development

2. Any change to Part 2 of Schedule A which does not constitute Design Development will be considered to be a Contractor's change and shall be dealt with in accordance with the Contract and Part 3A of this Schedule M (Change Control Procedure).

Means of Demonstrating Compliance

3. Drawing revisions will be marked up to show changes or otherwise noted as they are issued. The Contractor shall forward to the Independent Engineer:

- (a) any significant changes within Design Development (but not minor changes to the drawings made to work-up the design to greater detail);
- (b) written applications for changes to Part 2 of Schedule A which require the Authority's approval to proceed. These shall be dealt with in accordance with Part 3 of this Schedule M (Change Control Procedure)

In each case the Contractor will prepare a report for the Independent Engineer describing the nature of the change, explaining why it is thus proposed and if appropriate requesting the Authority's approval to proceed in accordance with Part 3 of this Schedule M (Change Control Procedure). The Notice Of Change proforma appended to this Schedule M shall be used by the Contractor for this purpose.

In the event that the Independent Engineer does not accept the classification of the design change made by the Contractor and the Prison Expansion Construction Sub-contractor he shall inform the Contractor and the Prison Expansion Construction Sub-contractor within a period of 7 days and shall treat the submission made by the Contractor and the Prison Expansion Construction Sub-contractor as one within Design Development or as a change to Part 2 of Schedule A to be dealt with in accordance with Part 3A of this Schedule M (Change Control Procedure) as he considers appropriate. In the event that the Independent Engineer considers that any aspect of a design change submitted to him by the Contractor and the Prison Expansion Construction Sub-contractor in accordance with this paragraph 3 or which comes to his attention during any audit of the Contractor and the Prison Expansion Construction Sub-contractor's design documentation is not within Design Development, then the Independent Engineer will notify the Authority, Contractor and the Prison Expansion Construction Sub-contractor within 7 days accordingly. This may include the

issue of a non-compliance report. The Contractor (and in turn the Prison Expansion Construction Sub-contractor) will respond and clear all reports with the Authority in accordance with Part 3A of this Schedule M (Change Control Procedure).

The Contractor, the Independent Engineer and the Prison Expansion Construction Sub-Contractor will meet each month or more frequently if agreed, to review the status of project compliance as shown in the schedule kept for this purpose, with a view to resolving any outstanding compliance matters to prevent delay or future interpretation problems. The Independent Engineer will respond to the Contractor within 14 days, or sooner, if reasonably possible, on all matters submitted as Design Development and subsequently classified as Design Development.

Audit Trail

4. As part of this procedure the Contractor will, and shall procure that the Prison Expansion Construction Sub-contractor will set up a formal audit trail keeping records of all compliance requests together with the accompanying documentation (including the highlighted drawings), which will clearly demonstrate that the working drawings comply with Part 2 of Schedule A.

Test of Reasonableness

5. If there is a disagreement between the Contractor and the Independent Engineer in relation to the issue of a non-compliance notice, the Independent Engineer will test the proposed change against the joint criteria of equivalent or improved level of custodial service, and also the specified operational performance and durability of the Prison and the Site. Should the disagreement persist, the Independent Engineer will provide detailed reasons for his concerns. This may require further information to be supplied by the Contractor and the Prison Expansion Construction Sub-contractor.

6. The procedure set out in Parts 2A and 3A of this Schedule M will be extended to cover all subsequent stages of the Prison Expansion Works up to the Independent Engineer's Declaration. This will include Design Development at any time including that presented by sub-contractors once the Prison Expansion Construction Sub-contractor has put the Prison Expansion Works out to tender.

Nothing done by the Independent Engineer in accordance with Clause 26A of the Contract or this Schedule M shall in any respect relieve or absolve the Contractor from its responsibility for the Prison Expansion Works under or in accordance with the Contract.

Part 3

Change Control Procedure

Introduction

1. Part 3 of this Schedule M sets out the procedure for changes to Part 1 of Schedule A proposed by the Contractor or Construction Sub-contractor for the purpose of ensuring that the Independent Engineer has an up-to-date Part 1 of Schedule A against which he can monitor compliance on an ongoing basis and issue the Engineer's Declaration in accordance with Clause 26 of the Contract.

2. A change to Part 1 of Schedule A proposed by the Contractor or Construction Sub-contractor shall be referred to in Part 3 of this Schedule M as a Contractor's Change. For the avoidance of doubt, a Contractor's Change shall include:

- (a) any proposed amendment to any of the documents in Part 1 of Schedule A which do not otherwise come under Part 2 of this Schedule; and
- (b) a change to the location or composition of a secure line for any room, compartment of a building, or area (including the overall prison perimeter), or a change to the communications systems (including cell call and other alarms, fire alarms and smoke detectors, CCTV and movement sensors).

All references to Part 1 of Schedule A are to Part 1 of Schedule A as amended from time to time whether by the Authority or with the Authority's approval pursuant to Clause 62.

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma, Form A, appended to this Schedule M. The written application shall contain the following information relating to the Contractor's Change:

- (a) the reason why the Contractor considers that the Contractor's Change is necessary or desirable;
- (b) where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 39.2 (or the Contractor's best estimate thereof at the time of submitting the application);
- (c) where the Contractor's Change will delay completion of the Works the Contractor's reasonable estimate of the likely length of the delay;
- (d) such other information as is reasonably required by the Independent Engineer or the Authority for a sufficient understanding of the Contractor's Change proposed; and
- (e) notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention. Receipt of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.

4. The Authority shall within 14 days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application provide a written response to the Contractor which shall either:

- (a) approve the Contractor's Change;
- (b) request more information regarding the Change; or
- (c) reject the proposed Contractor's Change and provide reasons for its rejection.

5. Where the Authority accepts the Contractor's Change, Part 1 of Schedule A shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Works.

6. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3(b) or 3(c), above applies, the cost or time consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 4 above.

7. The Contractor shall not incorporate any proposed Contractor's Change into the Works unless and until it receives the approval of the Authority in accordance with paragraph 4 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Independent Engineer may be unable to issue the Engineer's Declaration in accordance with Clause 26 of the Contract.

Part 3A

Change Control Procedure Prison Expansion Works

Introduction

1. Part 3A of this Schedule M sets out the procedure for changes to Part 2 of Schedule A proposed by the Contractor or Prison Expansion Construction Sub-contractor for the purpose of ensuring that the Independent Engineer has an up-to-date Part 2 of Schedule A against which he can monitor compliance on an ongoing basis and issue the Engineer's Declaration in accordance with Clause 26A of the Contract.

2. A change to Part 2 of Schedule A proposed by the Contractor or Prison Expansion Construction Sub-contractor shall be referred to in Part 3A of this Schedule M as a Contractor's Change. For the avoidance of doubt, a Contractor's Change shall include:

- (a) any proposed amendment to any of the documents in Part 2 of Schedule A which do not otherwise come under Part 2A of this Schedule; and
- (b) a change to the location or composition of a secure line for any room, compartment of a building, or area (including the overall prison perimeter), or a change to the communications systems (including cell call and other alarms, fire alarms and smoke detectors, CCTV and movement sensors).

All references to Part 2 of Schedule A are to Part 2 of Schedule A as amended from time to time whether by the Authority or with the Authority's approval pursuant to Clause 62.

Procedure

3. Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma, Form A, appended to this Schedule M. The written application shall contain the following information relating to the Contractor's Change:

- (a) the reason why the Contractor considers that the Contractor's Change is necessary or desirable;
- (b) where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 39.2 (or the Contractor's best estimate thereof at the time of submitting the application);
- (c) where the Contractor's Change will delay completion of the Prison Expansion Works the Contractor's reasonable estimate of the likely length of the delay;
- (d) such other information as is reasonably required by the Independent Engineer or the Authority for a sufficient understanding of the Contractor's Change proposed; and
- (e) notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Independent Engineer for his attention. Receipt

of the written application by the Independent Engineer shall constitute receipt of the written application by the Authority.

4. The Authority shall within 14 days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application provide a written response to the Contractor which shall either:

- (a) approve the Contractor's Change;
- (b) request more information regarding the Change; or
- (c) reject the proposed Contractor's Change and provide reasons for its rejection.

5. Where the Authority accepts the Contractor's Change, Part 2 of Schedule A shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Prison Expansion Works.

6. Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3(b) or 3(c), above applies, the cost or time consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 4 above.

7. The Contractor shall not incorporate any proposed Contractor's Change into the Prison Expansion Works unless and until it receives the approval of the Authority in accordance with paragraph 4 above. If the Contractor does incorporate the Contractor's Change into the Prison Expansion Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Independent Engineer may be unable to issue the Engineer's Prison Expansion Declaration in accordance with Clause 26A of the Contract.

Part 4

Change
Post Engineer's Declaration

Control

Procedure

Introduction

1 Part 4 of this Schedule M sets out the procedure for agreeing and implementing changes to Part 1 of Schedule A proposed by the Contractor after issue of the Engineer's Declaration.

2 A change to Part 1 of Schedule A proposed by the Contractor shall be referred to in Part 4 of this Schedule M as a Contractor's Change. For the avoidance of doubt, a Contractor's Change shall include:

- (a) any proposed amendment to any of the documents in Part 1 of Schedule A; and
- (b) a change to the location or construction fabric on a secure line for any room, compartment of a building, building, or area (including the overall prison perimeter), or a change to the security and communications systems (including cell call and other alarms, smoke detectors, CCTV, locking, access control, movement sensors and associated control equipment).

All references to Part 1 of Schedule A are to Part 1 of Schedule A as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 of the Contract.

Procedure

3 Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma, Form C, appended to this Schedule M. The written application shall contain the following information relating to the Contractor's Change:

- (a) the reason why the Contractor considers the Contractor's Change is necessary or desirable;
- (b) where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 39.2 (or the Contractor's best estimate thereof at the time of submitting the application);
- (c) where the Contractor's Change will affect the availability of any prisoner places the Contractor's reasonable estimate of the likely length of this period and number of places; and
- (d) such other information as is reasonably required by the Controller or the Authority for a sufficient understanding of the Contractor's Change proposed.

4 Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Controller for his attention. Receipt of the written application by the Controller shall constitute receipt of the written application by the Authority.

5 The Authority shall within 14 calendar days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application, provide a written response to the Contractor which shall either:

- (a) approve the Contractor's Change;
- (b) request more information regarding the Change; or
- (c) reject the proposed Change and provide reasons for its rejection.

6 Where the Authority accepts the Contractor's Change, Part 1 of Schedule A shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Works.

7 Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3(b) or 3(c) above applies, the cost or availability consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 5 above.

8 The Contractor shall not incorporate any proposed Contractor's Change into the Works unless it receives the approval of the Authority in accordance with paragraph 6 above. If the Contractor does incorporate the Contractor's Change into the Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Contractor will reinstate the Works to its prior condition at its own cost within such period as is reasonably set by the Authority. Where the Contractor fails to effect the reinstatement, to the reasonable satisfaction of the Authority, within the reasonable time specified, the Authority shall be entitled to carry out such reinstatement itself, or to procure the same at the contractor's cost and shall be entitled to set off its costs against any amounts payable to the Contractor under this contract.

9 On completion of the works required for the Contractor's Change, the Contractor shall notify the Authority accordingly, and present such works as might be reasonably required to demonstrate compliance with the Contract. In addition to physical demonstration and/or inspection, this shall include but not necessarily be limited to testing and pre-commissioning documentation, and changes to relevant operational and maintenance procedures as might be affected.

10 On acceptance by the Authority of completion of each Contractor's Change (which shall not be unreasonably withheld) any changes to the Payment Mechanism which may arise will come into effect thereafter, or from such time as may be otherwise agreed by the Authority and Contractor in accordance with the Contract.

Part 4A

Change
Post Engineer's Prison Expansion Declaration

Control

Procedure

Introduction

1 Part 4A of this Schedule M sets out the procedure for agreeing and implementing changes to Part 2 of Schedule A proposed by the Contractor after issue of the Engineer's Prison Expansion Declaration.

2 A change to Part 2 of Schedule A proposed by the Contractor shall be referred to in Part 4A of this Schedule M as a Contractor's Change. For the avoidance of doubt, a Contractor's Change shall include:

- (a) any proposed amendment to any of the documents in Part 2 of Schedule A; and
- (b) a change to the location or construction fabric on a secure line for any room, compartment of a building, building, or area (including the overall prison perimeter), or a change to the security and communications systems (including cell call and other alarms, smoke detectors, CCTV, locking, access control, movement sensors and associated control equipment).

All references to Part 2 of Schedule A are to Part 2 of Schedule A as amended from time to time either by the Authority or with the Authority's approval pursuant to Clause 9 of the Contract.

Procedure

3 Where the Contractor wishes to propose a Contractor's Change, the Contractor shall make a written application to the Authority using the notice of change proforma, Form C, appended to this Schedule M. The written application shall contain the following information relating to the Contractor's Change:

- (a) the reason why the Contractor considers the Contractor's Change is necessary or desirable;
- (b) where the Contractor's Change will give rise to an adjustment in the Contract Price because it arises out of a change to Prison Legislation, the information required pursuant to Clause 39.2 (or the Contractor's best estimate thereof at the time of submitting the application);
- (c) where the Contractor's Change will affect the availability of any prisoner places the Contractor's reasonable estimate of the likely length of this period and number of places; and
- (d) such other information as is reasonably required by the Controller or the Authority for a sufficient understanding of the Contractor's Change proposed.

4 Notwithstanding that the written application referred to in this paragraph is a written application to the Authority, the Contractor shall direct the written application to the Controller for his attention. Receipt of the written application

by the Controller shall constitute receipt of the written application by the Authority.

5 The Authority shall within 14 calendar days, or in the case of multiple applications within a reasonable period of receiving the Contractor's written application, provide a written response to the Contractor which shall either:

- (a) approve the Contractor's Change;
- (b) request more information regarding the Change; or
- (c) reject the proposed Change and provide reasons for its rejection.

6 Where the Authority accepts the Contractor's Change, Part 2 of Schedule A shall be amended accordingly and the Contractor shall implement the Contractor's Change within the Prison Expansion Works.

7 Where the Authority requires more information regarding the Contractor's Change, the Authority's request for further information shall always be limited to what is reasonable to enable it to understand the design and intent of the Contractor's Change or where paragraph 3(b) or 3(c) above applies, the cost or availability consequences of the Contractor's Change. Upon receipt of the further information the Authority shall respond to the Contractor's Change in accordance with paragraph 5 above.

8 The Contractor shall not incorporate any proposed Contractor's Change into the Works unless it receives the approval of the Authority in accordance with paragraph 6 above. If the Contractor does incorporate the Contractor's Change into the Prison Expansion Works without the said approval, it shall be done at the Contractor's own risk and on the understanding that, if approval is not subsequently given, the Contractor will reinstate the Prison Expansion Works to its prior condition at its own cost within such period as is reasonably set by the Authority. Where the Contractor fails to effect the reinstatement, to the reasonable satisfaction of the Authority, within the reasonable time specified, the Authority shall be entitled to carry out such reinstatement itself, or to procure the same at the contractor's cost and shall be entitled to set off its costs against any amounts payable to the Contractor under this contract.

9 On completion of the works required for the Contractor's Change, the Contractor shall notify the Authority accordingly, and present such works as might be reasonably required to demonstrate compliance with the Contract. In addition to physical demonstration and/or inspection, this shall include but not necessarily be limited to testing and pre-commissioning documentation, and changes to relevant operational and maintenance procedures as might be affected.

10 On acceptance by the Authority of completion of each Contractor's Change (which shall not be unreasonably withheld) any changes to the Payment Mechanism which may arise will come into effect thereafter, or from such time as may be otherwise agreed by the Authority and Contractor in accordance with the Contract.

DCMF PETERBOROUGH
CONTRACT COMPLIANCE
Notice of Change (Form A)

Contract No.

1 Notice No.		2. Date	
3 DRAWINGS / SPECIFICATION REFERENCES :			
4 TYPE OF CHANGE	Tick one box only	5. DOCUMENTS APPENDED	
This change is either :-			
i) A Design Development as defined in Part 2 of Schedule M, which is compliant with Schedule A; or			
ii) A Change to Schedule A, as defined in Part 3 of Schedule M			
6. REASONS FOR CHANGE	Tick as appropriate	7. DESCRIPTION OF CHANGE	
<input type="checkbox"/> Practicality	<input type="checkbox"/>		
<input type="checkbox"/> Operational Need	<input type="checkbox"/>		
<input type="checkbox"/> Maintenance	<input type="checkbox"/>		
<input type="checkbox"/> Statutory Need	<input type="checkbox"/>		
<input type="checkbox"/> Security	<input type="checkbox"/>	8. DETAILED REASON FOR CHANGE	
<input type="checkbox"/> Health and Safety	<input type="checkbox"/>		
<input type="checkbox"/> Exceptional Legislation	<input type="checkbox"/>		
<input type="checkbox"/> Prison Legislation*	<input type="checkbox"/>		
<input type="checkbox"/> Authority Instruction*	<input type="checkbox"/>		
<input type="checkbox"/> Security Technology*	<input type="checkbox"/>		
<input type="checkbox"/> * Complete supplementary "FORM B"			
9. (To be completed at Contractor's discretion)			
Signed..... For		Date.....	
.....		
Signed..... For		Date.....	
.....		
10. (To be completed by Contractor)			
Signed..... For Peterborough Prison Management Limited.		Date.....	
.....			
For Authority use only			
Design Development - No objection / Objection (delete as applicable)			
Signed..... For [MCL]		Date.....	
.....			

DCMF PETERBOROUGH
CONTRACT COMPLIANCE
Notice of Change (Form A)

Contract No.

Change to Schedule A - Approved / Not approved (delete as applicable)

Signed..... For HMPS
.....

Date.....

DCMF PETERBOROUGH
CONTRACT COMPLIANCE
Notice of Change (Form B)

Contract No.

1 Notice No.		2. Date	
3 DRAWINGS / SPECIFICATION REFERENCES :			
4. REASONS FOR CHANGE		Tick as appropriate	5. DOCUMENTS APPENDED
	Exceptional Legislation		
	Prison Legislation		
	Authority Instruction		
	Security Technology		
6. DETAILS OF CHANGE (including details of relevant legislation)			
7. COST IMPACT :			
8 OTHER IMPACT (including estimate of any changes to the programme) :			
9. (To be completed by Contractor)			
Signed.....		For Peterborough Prison Management Limited	Date.....
For Authority use only			
Received by		For	Date.....
Received by		For HMPS	Date.....

DCMF
CONTRACT
Notice of Change (Form C)

PETERBOROUGH
COMPLIANCE

1 Notice No.	2. Date	
3 DRAWINGS / SPECIFICATION REFERENCES :		
4 DOCUMENTS APPENDED		
5. REASONS FOR CHANGE	Tick as appropriate	6. DESCRIPTION OF CHANGE
<input type="checkbox"/> Practicality	<input type="checkbox"/>	
<input type="checkbox"/> Operational Need	<input type="checkbox"/>	
<input type="checkbox"/> Maintenance	<input type="checkbox"/>	
<input type="checkbox"/> Statutory Need	<input type="checkbox"/>	
<input type="checkbox"/> Security	<input type="checkbox"/>	
<input type="checkbox"/> Health and Safety	<input type="checkbox"/>	7. DETAILED REASON FOR CHANGE
<input type="checkbox"/> Exceptional Legislation	<input type="checkbox"/>	
<input type="checkbox"/> Prison Legislation*	<input type="checkbox"/>	
<input type="checkbox"/> Authority Instruction*	<input type="checkbox"/>	
<input type="checkbox"/> Security Technology*	<input type="checkbox"/>	
* Complete supplementary "FORM D"		
9. (To be completed at Contractor's discretion)		
Signed.....	For Operating Subcontractor	Date.....
10. (To be completed by Contractor)		
Signed.....	For Peterborough Prison Management Limited	Date.....
For Authority use only		
Proposed change to Schedule A approved / not approved		
Signed.....	For HMPS	Date.....
Approved change to Schedule A satisfactorily completed		
Signed.....	For HMPS	Date.....

1 Notice No. (As Form C)		2. Date
3 DRAWINGS / SPECIFICATION REFERENCES :		
4. REASONS FOR CHANGE	Tick as appropriate	5. DOCUMENTS APPENDED
Exceptional Legislation		
Prison Legislation		
Authority Instruction		
Security Technology		
6. DETAILS OF CHANGE (including details of relevant legislation)		
7. COST IMPACT :		
8 OTHER IMPACT (including estimate of any changes to the programme) :		
9. (To be completed by Contractor)		
<div style="display: flex; justify-content: space-between;"> <div>Signed.....</div> <div>For Peterborough Prison Management Limited</div> <div>Date.....</div> </div>		
For Authority use only		
<div style="display: flex; justify-content: space-between;"> <div>Received by</div> <div>Controller</div> <div>Date.....</div> </div>		
<div style="display: flex; justify-content: space-between;"> <div>Received by</div> <div>For HMPS</div> <div>Date.....</div> </div>		
Project : DCMF []	Project No.	Note No.
CUSTODIAL SERVICE	Date :	

PART A : IDENTIFICATION - What has gone wrong? (Completed by Compliance Monitor)	
Description of problem :	Date Reported :
Issued by :	Accepted by :
Signature :	Signature :
Date :	Date :

PART B : RESPONSE - What do we do about it? (Completed by DCMF Contractor)	
Underlying cause : Why did it happen?	
Proposed Action : How do we correct the problem, and prevent it from happening again?	
Signature :	Date :

PART C : FOLLOW UP - How has the problem been resolved? (Completed by Compliance Monitor)		
Date :	Name :	Comments :
Nothing done by the Independent Engineer in accordance with Clause 26 of the Contract or Schedule M shall in any respect relieve or absolve the Contractor from its responsibility for the works under or in accordance with the Contract.		
Signature :	Date :	

Part 5

General Notice of Change – Change Control Form (other than for Schedule A)

Notice of Change (NOC)

1. **Contract Detail** *Insert; contract name and detail
(e.g. Contract Dated xxxx between Her Majesty's Principal Secretary of State for Justice and (supplier name) for the (services provided))*
2. **Issued by** *Insert: Authority authorised signatory e.g. Head of Major Contracts/DOM/Custodial Manager*
3. **Operational Management Lead** *Insert; Custodial Manager/Director of High Security Prisons, DOM Region, etc*
4. **Status** *Insert; **Proposed** or **Draft** (with version number) or **Final***

5. Date of issue of NOC:	6. NOC No: <i>LIVE SERVICES TO INSERT UNIQUE NOC NUMBER FROM PROCUREMENT DIRECTORATE NOC REGISTER</i>
7. Title of NOC: <i>A relevant title for the NOC and a brief detail of the subject and applicable date/period</i>	
8. NOC Originator:	
9. Documents to be changed <i>Provide full detail of the appropriate contract documentation including Schedule number and description (if appropriate) to be changed</i>	
10. Details of Change <i>Insert summary of the change(s) referring to the contract document</i>	
11. Reasons for Change/Outcome expected	
12. Statement of Cost of Change <i>Insert in-year costs and any defined future year costs separately</i>	
13. Schedule of Payments <i>Insert the date of first and final invoice and reference to appropriate Schedule</i>	

14. Indexation/Inflation <i>Insert the detailed terms proposed/agreed for indexation or inflationary increase/decrease including any inflationary indices used</i>	
15. Timetable for Implementation <i>Insert the implementation date (and final service date, if applicable)</i>	
16. Impact of Change (including any Quality implication)	
17. <u>Proposed / Draft / Final Changes</u> to the Agreement or other contractual documents_ <i>(delete as appropriate)</i> Schedule; <i>insert schedule ref</i> Delete; <i>insert detailed wording and paragraph numbers to be deleted resulting from the NOC</i> Insert; <i>paragraph numbers where change is to be inserted</i> Insert; <i>insert detailed changed wording to be inserted resulting from the NOC</i>	
18. Date for Implementation/Expiry of Validity of NOC; <i>insert term the change applies to including first and final date</i>	
Ministry of Justice Procurement Directorate use only	
Date NOC submitted:	Date NOC evaluated:
Date Further Information Requested:	Date Further Information Received: (including modified NOC)
Date Modified NOC Evaluated:	<u>Where change affects the fabric of the building ;</u> Date Capacity Directorate Project Sponsor approved:
19. Decision: Approve/Reject (Delete as necessary) <i>(This form may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument for authorising a Notice of Change).</i>	

Signature: Signature: Signature:

Name:..... Name:..... Name:.....

Date..... Date..... Date.....

For Ministry of Justice Operational Lead	Contractor authorised signatory	For Ministry of Justice Head of Major Contracts Procurement Directorate
<i>DOM/Custodial Manager/Head of High Security Prisons</i>		

SCHEDULE N

MANAGEMENT AND CONTROL OF DOCUMENTATION

For the purposes of this Schedule, the following expressions shall have the meaning set out below:

Building Control Approval means the certification procedure conducted by Urban Vision Partnership Limited of Emerson House, Albert Street, Eccles, Salford, M30 0TE, in conjunction with the appropriate fire brigade and Her Majesty's Prison Service fire officer as necessary to ensure compliance with the Building Regulations;

Building Control Approval Room has the meaning assigned to it in paragraph 5.2(b) of Part 1;

Building Regulations means any regulations made under the Building Act 1984 and any act for the time being in force of a similar nature with respect to the design and construction of buildings and the provision of services, fittings and equipment in or connected with buildings;

CDM Regulations means the Construction (Design and Management) Regulations 2007;

Confidentiality Agreement has the meaning assigned to it in paragraph 6.2(a) of Part 1;

Documentation has the meaning assigned to it in paragraph 1.1 of Part 1;

Documents has the meaning assigned to it in paragraph 2.4 of Part 2;

Documentation Security Officer has the meaning assigned to it in paragraph 3.1 of Part 1;

Roads Authority has the meaning local highway authority (for the purposes of the Highways Act 1980 (as amended)) for the applicable area;

Security Manager has the meaning assigned to it in paragraph 3.1 of Part 2;

Part 1

Control of Documentation During Design and Construction of The Prison

1. THE DOCUMENTATION

1.1 During the design and construction of the Prison, certain documentation shall be produced by or for the Construction Sub-contractor. For the purpose of Part 1 of this Schedule, documentation shall be defined as any item or document which relates to the Prison (the **Documentation**) and shall, without limitation, include all such information and documents which relate to the design and commissioning of the Prison, including:

Drawings (including CAD discs);

- (a) Any work produced, stored or transmitted by electronic means, including tapes, disks, CD-Roms or other recorded matter (including, but not limited to, any soundtracks or other audio recording);
- (b) Plans, maps, graphs and diagrams;
- (c) Specifications;
- (d) Bill of quantities;
- (e) Schedules;
- (f) Presentation brochures;
- (g) Photographs;
- (h) Film or video or any other device on which one or more visual images are embodied so as to be capable (with or without the aid of some other equipment) of being reproduced therefrom;
- (i) Models;
- (j) Data sheets;
- (k) Samples; and
- (l) The Health and Safety File (as defined in the CDM Regulations).

2. SECURITY AND CONFIDENTIALITY OF DOCUMENTATION

- 2.1 The Documentation constitutes a security risk. The following procedures are designed to control and monitor the issue, use and return of the Documentation issued by the Construction Sub-contractor and any Sub-contractor and/or suppliers to third parties both on and off Site and the security of Documentation both on and off Site.
- 2.2 The Contractor shall procure that the Documentation is managed and controlled by the Construction Sub-contractor and his Sub-contractors and suppliers in the manner set out in this Schedule.
- 2.3 The Contractor shall use all reasonable endeavours to ensure that Documentation shall only be issued for off-site review where it is absolutely necessary.

3. DOCUMENTATION SECURITY OFFICER

- 3.1 The Construction Sub-contractor shall appoint a named person as Documentation Security Officer (the **Documentation Security Officer**) who shall be located on Site. The Documentation Security Officer will be responsible for the security of all Documentation. He will be the focal point for all matters relating to Documentation security and will ensure the awareness of obligations imposed by the Confidentiality Agreement (See paragraph 6.2 below) on all parties issued with Documentation.

4. CONTROL OF DOCUMENTATION OFF SITE

Introduction

4.1 Documentation shall be issued to third parties off Site by the Construction Sub-contractor for, inter alia, the following purposes:

- (a) Building Control Approval by Urban Vision Partnership Limited or its successor;
- (b) Discharge consents by the Environment Agency;
- (c) Road adoption by the relevant Roads Authority;
- (d) Supplier / Sub- contractor procurement by the Construction Sub-contractor;
- (e) Development of design and design co-ordination by his consultants, Sub-contractors and suppliers; and
- (f) Co-ordination with the Independent Engineer and the Banks' technical representative.

Documentation shall also be produced off Site by the Construction Sub-contractor's consultants and suppliers who have a responsibility for design.

5. BUILDING CONTROL APPROVAL

5.1 The Construction Sub-contractor shall be dealing directly with Urban Vision Partnership Limited for building control and fire approvals and with Peterborough City Council (Development Services) for environmental health approvals.

The following procedures will be adopted, subject to obtaining the consent of the relevant local authority:

5.2 Plan vetting stage:

- (a) Only named officers of Urban Vision Partnership Limited will deal with the application;
- (b) Documentation relating to Building Control Approval shall be kept in a lockable room either at the Urban Vision Partnership Limited offices or on Site (the "**Building Control Approval Room**"). This room will be suitable for the inspection of plans by named Urban Vision Partnership Limited staff and other named consultees;
- (c) While the Building Control Approval Room is located at the Urban Vision Partnership Limited offices, the delivery and collection of Documentation to Urban Vision Partnership Limited shall be made by hand and signed for by an approved signatory;
- (d) Once Building Control Approval has been given, if the Building Control Approval Room continues to be located at the Urban Vision Partnership Limited offices, the Documentation will be returned by Urban Vision Partnership Limited to the Construction Sub-contractor. Access to the plans

will be made available to named local authority staff for any further scrutiny arising out of the construction of the Prison on Site;

- (e) The key to the Building Control Approval Room will be kept with registered holders and a log maintained for authorised access;
- (f) The Contractor will endeavour to obtain approval for similar arrangements to those set out in the paragraph 5 for Building Control Approval for other third parties, including the relevant authority, should the need arise.

5.3 Site Inspections:

- (a) Facilities on Site will be allowed to the named officers of Urban Vision Partnership Limited when carrying out inspections.
- (b) All approved Documentation will be stored on Site in a lockable cabinet within a dedicated room. Keys will be kept with registered holders and a log maintained for authorised access.

6. SUB-CONTRACTOR / SUPPLIER PROCUREMENT

6.1 The Construction Sub-contractor will issue Documentation to tenderers for tendering purposes. Each tenderer's scope of works will be fully assessed before tendering by the Construction Sub-contractor and only Documentation required for tender pricing will be released to that tenderer.

6.2 Security and confidentiality procedures:

- (a) The Contractor and its principal Sub-contractors will ensure that when an original document is reproduced, Sub-contractors and supply tenderers will be briefed on the importance of all issues relating to confidentiality and security of Documentation prior to tendering. Each tenderer shall enter into a confidentiality agreement in the form set out in Appendix A to this Schedule (the "Confidentiality Agreement") with the principle Sub-contractors prior to release by them of any Documentation to that tenderer.
- (b) Tenderers will be required to brief their own consultants, Sub-contractors and suppliers regarding confidentiality and security who in turn will also be required to enter into a confidentiality agreement in a similar form to the Confidentiality Agreement with the tenderer concerned.
- (c) All Documentation will be issued by the Construction Sub-contractor under cover of a transmittal note, which shall identify the Documentation and its unique identification reference in the form set out in Appendix B (see paragraph 6.2(d) below).
- (d) All Documentation issued will be stamped and given a unique identification reference as below:

INTERSERVE CONSTRUCTION LIMITED

THIS ORIGINAL DOCUMENT IS ISSUED FOR THE PURPOSE INDICATED BELOW AND CONTAINS INFORMATION OF A CONFIDENTIAL NATURE. FURTHER COPIES AND CIRCULATION WILL BE STRICTLY IN ACCORDANCE WITH THE CONFIDENTIALITY AGREEMENT WITH INTERSERVE CONSTRUCTION LIMITED. THIS ORIGINAL MUST BE RETURNED TO INTERSERVE CONSTRUCTION LIMITED.

DATE:

ISSUED TO:

.....

PURPOSE OF ISSUE:

REFERENCE NO:

.....

- (e) The Documentation issued for tender will be returned to the Construction Sub-contractor by unsuccessful tenderers or formally confirmed as having been destroyed. Returned Documentation will be recorded against that issued and destroyed by the Construction Sub-contractor. A schedule of returned/destroyed documentation will be maintained by the Documentation Security Officer and kept for audit inspections.
- (f) Receipt of Documentation issued by the Construction Sub-contractor to third parties will be required to be acknowledged in writing to the Construction Sub-contractor. A return slip will be included with the transmittal note for this purpose. The Documentation Security Officer will investigate non returns of acknowledgement slips.
- (g) A database of all transmittals and returns will be maintained by the Documentation Security Officer.
- (h) The procedures set out in this Schedule and any others which may be developed relating to security and/or confidentiality, will be incorporated within the Construction Sub-Contractor's overall Project Quality Plan as part of the Quality System (in accordance with the requirements set out in ISO9001/2000) and as such will be subject to periodic audit by the Construction Sub-contractor, the Contractor and the Independent Engineer.

7. DESIGN DEVELOPMENT AND DOCUMENTATION PRODUCED OFF SITE

- 7.1 The Contractor shall procure that the Construction Sub-contractor imposes a contractual obligation on its Sub-contractors and suppliers who have a design responsibility so that these Sub-contractors operate a security and confidentiality system, which is equivalent to the provisions, set out in paragraph 6. The Sub-contractors' system shall be capable of audit by the Construction Sub-contractor.
- 7.2 The Sub-contractors and suppliers with design responsibility will each be required to appoint a named security officer to implement and oversee the security and confidentiality procedures required in accordance with paragraph 7.1.

8. CONTROL OF DOCUMENTATION ON SITE

Access and Egress

- 8.1 All personnel entering the Site will be directed to a designated and secure compound. A pass system will be in operation (controlled by guards) during normal working hours.
- 8.2 A system of checks will be implemented to monitor transfer of Documentation. Documentation being removed from the work area will require written authorisation. Unauthorised transfer will be reported to the Construction Sub-contractor site management and appropriate action to ensure security and confidentiality will be taken.

9. SITE OFFICE SECURITY

- 9.1 The Construction Sub-contractor's site office complex will be secured outside normal working hours. All offices and entry points will be regularly patrolled by security guards.
- 9.2 A similar level of security will apply to any Sub-contractors' Site offices situated remotely from the Construction Sub-contractor's offices.

10. DOCUMENT SECURITY PROCEDURES

- 10.1 All consultants, sub-contractors and suppliers with an office presence on site will be required to appoint a named security officer who will be responsible for implementing procedures for Documentation security on Site with assistance from the Construction Sub-contractor's Documentation Security Officer.

11. SITE PHOTOGRAPHS

- 11.1 The use of cameras and videos on site will only be allowed with the permission of the Contractor. The development of authorised photographs will be subject to security and confidentiality procedures and may be carried out only by laboratories approved by the Authority.

12. GENERAL

Movement of Documents

- 12.1 The movement of Documentation shall be either by hand or by registered post and a detailed log shall be kept identifying document, number, person receiving, reason and confirmation of receipt.

13. LOSS OF DOCUMENTS

- 13.1 Sub-contractors and suppliers shall report immediately to the Construction Sub-contractor's Documentation Security Officer concerning the loss of any Documentation stating details of the loss and what measures are being adopted to secure its recovery.

14. ARCHIVING

- 14.1 The Construction Sub-contractor shall continue to safeguard and secure Documentation after completion of the Works. At completion of the Works, the Contractor shall agree with the Authority in writing what Documentation shall be kept or destroyed and, if kept, the Construction Sub-contractor shall continue to keep it secure in a manner approved by the Authority.

Part 1A

Control of Documentation During Design and Construction of The Prison Expansion Works

1. THE DOCUMENTATION

- 1.1 During the design and construction of the Prison Expansion Works, certain documentation shall be produced by or for the Prison Expansion Works Construction Sub-contractor. For the purpose of Part 1A of this Schedule, documentation shall be defined as any item or document which relates to the Prison Expansion Works (the Documentation) and shall, without limitation, include all such information and documents which relate to the design and commissioning of the Prison Expansion Works, including:

Drawings (including CAD discs);

- (a) Any work produced, stored or transmitted by electronic means, including tapes, disks, CD-Roms or other recorded matter (including, but not limited to, any soundtracks or other audio recording);
- (b) Plans, maps, graphs and diagrams;
- (c) Specifications;
- (d) Bill of quantities;
- (e) Schedules;
- (f) Presentation brochures;
- (g) Photographs;
- (h) Film or video or any other device on which one or more visual images are embodied so as to be capable (with or without the aid of some other equipment) of being reproduced therefrom;
- (i) Models;
- (j) Data sheets;
- (k) Samples; and
- (l) The Health and Safety File (as defined in the CDM Regulations).

2. SECURITY AND CONFIDENTIALITY OF DOCUMENTATION

- 2.1 The Documentation constitutes a security risk. The following procedures are designed to control and monitor the issue, use and return of the Documentation issued by the Prison Expansion Works Construction Sub-contractor and any Sub-contractor and/or suppliers to third parties both on and off Site and the security of Documentation both on and off Site.
- 2.2 The Contractor shall procure that the Documentation is managed and controlled by the Prison Expansion Works Construction Sub-contractor

and his Sub-contractors and suppliers in the manner set out in this Schedule.

- 2.3 The Contractor shall use all reasonable endeavours to ensure that Documentation shall only be issued for off-site review where it is absolutely necessary.

3. DOCUMENTATION SECURITY OFFICER

- 3.1 The Prison Expansion Works Construction Sub-contractor shall appoint a named person as Documentation Security Officer (the Documentation Security Officer) who shall be located on Site. The Documentation Security Officer will be responsible for the security of all Documentation. He will be the focal point for all matters relating to Documentation security and will ensure the awareness of obligations imposed by the Confidentiality Agreement (See paragraph 6.2 below) on all parties issued with Documentation.

4. CONTROL OF DOCUMENTATION OFF SITE

Introduction

- 4.1 Documentation shall be issued to third parties off Site by the Prison Expansion Works Construction Sub-contractor for, inter alia, the following Prison Expansion Works:
- (a) Building Control Approval by Urban Vision Partnership Limited or its successor;
 - (b) Discharge consents by the Environment Agency;
 - (c) Road adoption by the relevant Roads Authority;
 - (d) Supplier / Sub- contractor procurement by the Prison Expansion Works Construction Subcontractor;
 - (e) Development of design and design co-ordination by his consultants. Subcontractors and suppliers; and
 - (f) Co-ordination with the Independent Engineer and the Banks' technical representative.

Documentation shall also be produced off Site by the Prison Expansion Works Construction Subcontractor's consultants and suppliers who have a responsibility for design.

5. BUILDING CONTROL APPROVAL

- 5.1 The Prison Expansion Works Construction Sub-contractor shall be dealing directly with Urban Vision Partnership Limited for building control and fire approvals and with Peterborough City Council (Development Services) for environmental health approvals.

The following procedures will be adopted, subject to obtaining the consent of the relevant local authority:

- 5.2 Plan vetting stage:

- (a) Only named officers of Urban Vision Partnership Limited will deal with the application;
- (b) Documentation relating to Building Control Approval shall be kept in a lockable room either at the Urban Vision Partnership Limited offices or on Site (the "Building Control Approval Room"). This room will be suitable for the inspection of plans by named Urban Vision Partnership Limited staff and other named consultees;
- (c) While the Building Control Approval Room is located at Urban Vision Partnership Limited offices, the delivery and collection of Documentation to Urban Vision Partnership Limited shall be made by hand and signed for by an approved signatory;
- (d) Once Building Control Approval has been given, if the Building Control Approval Room continues to be located at the Urban Vision Partnership Limited offices, the Documentation will be returned by Urban Vision Partnership Limited to the Prison Expansion Works Construction Sub-contractor. Access to the plans will be made available to named local authority staff for any further scrutiny arising out of the construction of the Prison on Site;
- (e) The key to the Building Control Approval Room will be kept with registered holders and a log maintained for authorised access;
- (f) The Contractor will endeavour to obtain approval for similar arrangements to those set out in the paragraph 5 for Building Control Approval for other third parties, including the relevant authority, should the need arise.

5.3 Site Inspections:

- (a) Facilities on Site will be allowed to the named officers of Urban Vision Partnership Limited when carrying out inspections.
- (b) All approved Documentation will be stored on Site in a lockable cabinet within a dedicated room. Keys will be kept with registered holders and a log maintained for authorised access.

6. **SUB-CONTRACTOR / SUPPLIER PROCUREMENT**

6.1 The Prison Expansion Works Construction Sub-contractor will issue Documentation to tenderers for tendering purposes. Each tenderer's scope of works will be fully assessed before tendering by the Prison Expansion Works Construction Sub-contractor and only Documentation required for tender pricing will be released to that tenderer.

6.2 Security and confidentiality procedures:

- (a) The Contractor and its principal Sub-contractors will ensure that when an original document is reproduced. Sub-contractors and supply tenderers will be briefed on the importance of all issues relating to confidentiality and security of Documentation

prior to tendering. Each tenderer shall enter into a confidentiality agreement in the form set out in Appendix A to this Schedule (the "Confidentiality Agreement") with the principle Sub-contractors prior to release by them of any Documentation to that tenderer,

- (b) Tenderers will be required to brief their own consultants. Sub-contractors and suppliers regarding confidentiality and security who in turn will also be required to enter into a confidentiality agreement in a similar form to the Confidentiality Agreement with the tenderer concerned.
- (c) All Documentation will be issued by the Prison Expansion Works Construction Sub-contractor under cover of a transmittal note, which shall identify the Documentation and its unique identification reference in the form set out in Appendix B (see paragraph 6,2(d) below).
- (d) All Documentation issued will be stamped and given a unique identification reference as below:

INTERSERVE CONSTRUCTION LIMITED

THIS ORIGINAL DOCUMENT IS ISSUED FOR THE PURPOSE INDICATED BELOW AND CONTAINS INFORMATION OF A CONFIDENTIAL NATURE. FURTHER COPIES AND CIRCULATION WILL BE STRICTLY IN ACCORDANCE WITH THE CONFIDENTIALITY AGREEMENT WITH INTERSERVE CONSTRUCTION LIMITED, THIS ORIGINAL MUST BE RETURNED TO INTERSERVE CONSTRUCTION LIMITED.

DATE:

ISSUED TO:

PURPOSE OF ISSUE:

REFERENCE NO:

- (e) The Documentation issued for tender will be returned to the Prison Expansion Works Construction Sub-contractor by unsuccessful tenderers or formally confirmed as having been destroyed. Returned Documentation will be recorded against that issued and destroyed by the Prison Expansion Works Construction Sub-contractor. A schedule of returned/destroyed documentation will be maintained by the Documentation Security Officer and kept for audit inspections.
- (f) Receipt of Documentation issued by the Prison Expansion Works Construction Sub-contractor to third parties will be required to be acknowledged in writing to the Prison Expansion Works Construction Sub-contractor, A return slip will be included with the transmittal note for this purpose. The Documentation Security Officer will investigate non returns of acknowledgement slips.
- (g) A database of all transmittals and returns will be maintained by the Documentation Security Officer.

- (h) The procedures set out in this Schedule and any others which may be developed relating to security and/or confidentiality, will be incorporated within the Prison Expansion Works Construction Sub-Contractor's overall Project Quality Plan as part of the Quality System (in accordance with the requirements set out in ISO9001/2000) and as such will be subject to periodic audit by the Prison Expansion Works Construction Sub-contractor, the Contractor and the Independent Engineer.

7. DESIGN DEVELOPMENT AND DOCUMENTATION PRODUCED OFF SITE

- 7.1 The Contractor shall procure that the Prison Expansion Works Construction Sub-contractor imposes a contractual obligation on its Sub-contractors and suppliers who have a design responsibility so that these Sub-contractors operate a security and confidentiality system, which is equivalent to the provisions, set out in paragraph 6. The Sub-contractors' system shall be capable of audit by the Prison Expansion Works Construction Sub-contractor.
- 7.2 The Sub-contractors and suppliers with design responsibility will each be required to appoint a named security officer to implement and oversee the security and confidentiality procedures required in accordance with paragraph 7.1.

8. CONTROL OF DOCUMENTATION ON SITE

Access and Egress

- 8.1 All personnel entering the Site will be directed to a designated and secure compound. A pass system will be in operation (controlled by guards) during normal working hours,
- 8.2 A system of checks will be implemented to monitor transfer of Documentation. Documentation being removed from the work area will require written authorisation. Unauthorised transfer will be reported to the Prison Expansion Works Construction Sub-contractor site management and appropriate action to ensure security and confidentiality will be taken.

9. SITE OFFICE SECURITY

- 9.1 The Prison Expansion Works Construction Sub-contractor's site office complex will be secured outside normal working hours. All offices and entry points will be regularly patrolled by security guards.
- 9.2 A similar level of security will apply to any Sub-contractors' Site offices situated remotely from the Prison Expansion Works Construction Sub-contractor's offices.

10. DOCUMENT SECURITY PROCEDURES

- 10.1 All consultants, sub-contractors and suppliers with an office presence on site will be required to appoint a named security officer who will be responsible for implementing procedures for

Documentation security on Site with assistance from the Prison Expansion Works Construction Sub-contractor's Documentation Security Officer.

11. SITE PHOTOGRAPHS

- 11.1 The use of cameras and videos on site will only be allowed with the permission of the Contractor. The development of authorised photographs will be subject to security and confidentiality procedures and may be carried out only by laboratories approved by the Authority.

12. GENERAL

Movement of Documents

- 12.1 The movement of Documentation shall be either by hand or by registered post and a detailed log shall be kept identifying document, number, person receiving, reason and confirmation of receipt.

13. LOSS OF DOCUMENTS

- 13.1 Sub-contractors and suppliers shall report immediately to the Prison Expansion Works Construction Sub-contractor's Documentation Security Officer concerning the loss of any Documentation stating details of the loss and what measures are being adopted to secure its recovery.

14. ARCHIVING

- 14.1 The Prison Expansion Works Construction Sub-contractor shall continue to safeguard and secure Documentation after completion of the Prison Expansion Works. At completion of the Prison Expansion Works, the Contractor shall agree with the Authority in writing what Documentation shall be kept or destroyed and, if kept, the Prison Expansion Construction Sub-contractor shall continue to keep it secure in a manner approved by the Authority.

Part 2

Control of Documents after Actual Opening Date and Prison Expansion Works Opening Date

1. INTRODUCTION

- 1.1 During the course of the Contract the Contractor may enter into building, engineering and maintenance contracts for the Prison. Security requirements for documentation will arise from the need for the Contractor to control risk at all times to prevent a breach or compromise of security as a direct result of the execution of building, engineering or maintenance works.
- 1.2 The Conditions set out below apply to building, engineering and maintenance works which shall take place after the Actual Opening Date or in the case of the Prison Expansion, one month after the Prison Expansion Works Opening Date (as the case may be) and shall be strictly observed by the Contractor, its employees, its Sub-contractors and all others under its direction from the start to the completion of the building, engineering or maintenance works.
- 1.3 The Contractor is entitled to sub-contract building, engineering and maintenance contracts for the Prison to the Operating Sub-contractor or other suitably qualified sub-contractors. If the Contractor does so sub-contract the Contractor shall include in its sub-contract similar but no less strict obligations regarding document security.

2. SECURITY OF DOCUMENTS

- 2.1 All Documents used in the implementation of a building, engineering or maintenance contract will constitute a security risk. Documents which may be issued to Sub-contractors by the Contractor shall remain at all time the property of the Contractor and on completion of the building, engineering or maintenance works shall be returned to the Contractor. Thereafter, the documents shall be kept securely by the Contractor or shall be certified by the Contractor as having been destroyed in a secure manner.
- 2.2 The security requirements are required in order to prevent information detrimental to the security of the Prison coming into the possession of unauthorised persons and at the same time to establish an audit trail of document movement as well as a consciousness of the need for security.
- 2.3 The Contractor shall procure that its sub-contractors shall comply with the following requirements regarding documents used in the execution of any building, engineering or maintenance contract.
- 2.4 The Contractor shall be responsible at all times for the security of all documents. In this context the term '**Documents**' shall mean any and every drawing (including CAD Discs), plan, schedule, specification, standard, presentation brochure, model, photograph and bill of quantities.

3. REQUIREMENTS FOR SECURITY OF DOCUMENTS

- 3.1 A named person, appointed by the Contractor or the Operating Sub-contractor to act as the Contractor's Security Manager (the **Security Manager**), shall be provided at the Prison for the whole of the duration of the Contract and shall be responsible for security of Documents at the Prison. The person shall be

accountable for the control of all Documents relating to building, engineering or maintenance works and in particular shall record the whereabouts of each individual document. The person shall set up a management system of security, control and monitoring of Documents and the Contractor shall demonstrate to the Authority the operation of the system. When the Authority is satisfied that the system is satisfactory, it shall confirm its approval in writing.

- 3.2 The Contractor and its Sub-contractors shall notify all personnel handling Documents of the requirements and procedures for maintaining security. The Contractor shall notify all persons having an interest in any building, engineering or maintenance contract of the particular requirements imposed regarding Documents security.
- 3.3 The movement of Documents shall be either by hand or by recorded delivery and a detailed log shall be kept identifying document number, person receiving, reason and confirmation of receipt.
- 3.4 The Security Manager shall be responsible for the issue of Documents to Sub-contractors in any building, engineering or maintenance contract.
- 3.5 The Contractor shall be responsible for ensuring that Documents issued to others are returned to him.
- 3.6 The Security Manager shall arrange for the secure destruction and recording of any Documents which are no longer required, have been superseded or are extra to the Contractor's requirements.
- 3.7 The Contractor shall procure that the Operating Sub-contractor provides at the Prison, secure lockable computers, cabinets and cupboards used for storing Documents and these shall be locked at all times when not in use and secured at all times when unoccupied.
- 3.8 At the completion of the building, engineering or maintenance works, the Contractor shall procure that the Operating Sub-contractor shall obtain from all sub-contractors the returnable Documents issued to and created by other parties and shall remind them of the contractual obligations required of them as regards security.
- 3.9 The Contractor shall, and shall procure that the Operating Sub-contractor shall continue to safeguard and secure Documents after completion of building, engineering or maintenance works until the expiry of the Contract Term. At that stage, the Contractor shall agree with the Authority in writing what Documents shall be delivered to the Authority, kept by the Contractor, or destroyed in a safe manner.

Part 3

Document Issue to the Authority

The documents tabulated below shall be issued to the Authority by the Contractor. Documents designated for the Independent Engineer shall be issued within 7 days of the request of the Independent Engineer to the Contractor, or in sufficient time to allow the Independent Engineer to discharge its duties and responsibilities under the contract, whichever is the lesser period.

All other documents shall be issued by the Contractor as soon as they become available, but not later than one month after the Actual Opening Date or in the case of the Prison Expansion one month after the Prison Expansion Works Opening Date (as the case may be).

Where changes to the Works or the Prison Expansion Works (as the case may be) are undertaken by the Contractor after issue of the Engineer's Declaration or the Prison Expansion Engineer's Declaration (as the case may be), as built records will be updated by the Contractor and distributed in accordance with the issue list set out in this table, accompanied by a register of changes. Updated records will be issued in the same format (electronic media, hard copy print etc.) as used for the initial distribution of the as built documents, unless otherwise mutually agreed by both the Contractor and the Authority. Updated records will be issued no later than one month after completion of the works undertaken for each change.

On completion of the Works or the Prison Expansion Works (as the case may be), as far as is reasonably possible and subject to final agreement of the Authority drawings are to be supplied in "CD-ROM AutoCAD [13], READ ONLY" format and all other documentation in electronic format.

TABLE 1 - DOCUMENTATION NEEDS FOR THE AUTHORITY'S ON SITE REPRESENTATIVES

Document Description	Issue To	Copies	Size	Purpose
Preliminary and construction drawings	Independent Engineer (on request)	1	Full	Working
Architectural GA's showing room/floor plans at all levels	Controller	1	Full	As built
		1	A3/A4	As built
Location of physical security (walls, fences, CCTV, alarms, secure lines)	Controller	1	Full	As built
Building elevations	Controller	1	Full	As built
		1	A3/A4	As built
Site layout including approach roads adjoining land and premises	Controller	1	Full	As built
		1	A3/A4	As built
Critical areas (cell details, roof access, etc.)	Controller	1	Full	As built
		1	A3/A4	As built
Schedule A specifications	Independent Engineer	1	Full	As built
Final Schedule A drawings	Independent Engineer	1	Full	As built
Schedule for fixtures, fittings and equipment (FF&E)	Independent Engineer (on request)	1	Full	Working and as built
	Controller	1	Full	As built
Test results	Independent Engineer	1	Full	Working (during design and construction only)
Test certificates/Commissioning reports	Independent Engineer	1	Full	Record (on completion)
Maintenance Programme and reports as set out in Schedule C in sufficient detail to allow the Controller to discharge his/her contractual duties	Controller	1	Full	Working
Instruction/Procedures for the operation of the prison including Director's rules, Emergency orders and Staffing plan	Controller	1	Full	Working

Note: All above Part 1 drawings to be paper copies

Notwithstanding the above, the Authority's representative will have unfettered access to all non-commercial documentation held on Site by the Contractor.

TABLE 2 - DOCUMENTATION NEEDS FOR THE AUTHORITY'S OFF SITE REPRESENTATIVES

Document Description	Issue To	Copies	Size	Purpose
Introduction to the Parallel Health & Safety File. 1. Requirements of the CDM Regulations 2. Structure of the Health & Safety File	HMPS - CU	1	Electronic	Record
Site Investigation Records 1. Borehole/trial hole records including any contamination findings	HMPS - CU	1	Electronic	Record
For each building/structure 1. Design considerations (i) Design philosophy statement (ii) Designer's risk assessments (iii) Design loadings 2. Construction considerations (i) Overview of construction sequence 3. Operation & Maintenance (i) Maintenance philosophy (ii) Plant equipment register (iii) Maintenance manuals reference 4. Construction materials 5. Architectural, structural, services and security as built drawings.	HMPS - CU	1	Electronic	Record
External Works Including Services 1. Design considerations (i) Design philosophy statement (ii) Designer's risk assessments (iii) Design loadings 2. Construction considerations (i) Overview of construction sequence 3. Operation & Maintenance (i) Maintenance philosophy (ii) Plant equipment register (iii) Maintenance manuals reference 4. Construction materials 5. Landscaping, structural and security as built drawings. Accurate layouts of underground services	HMPS - CU	1	Electronic	Record

Document Description	Issue To	Copies	Size	Purpose
Register of Contractors and Supplier	HMPS - CU	1	Electronic	Record
O & M Manuals 1. Standards as set out in Schedule C	HMPS - CU	1	Electronic	Record
Maintenance Programme As set out in Schedule C	HMPS - CU	1	Electronic	Record
Planning and Building Regulations Approval	HMPS - CU	1	Electronic	Record
Product Guarantees and Warranties	HMPS - CU	1	Electronic	Record
Spares and Lubricants Register Where not specifically covered in the O & M Manuals	HMPS - CU	1	Electronic	Record

Note: Where possible documents in Table 2 as far as is reasonably possible and subject to final agreement of the Authority drawings are to be supplied in "CD-ROM AutoCAD [13], READ ONLY" format and all other documentation in electronic format.

Part 4

As Built Drawings, Maintenance and Operating Manuals

Where such documents are not provided in accordance with Part 3 of this Schedule, copies of the following documents will be provided to the Authority within one month of the Actual Opening Date or in the case of the Prison Expansion one month after the Prison Expansion Works Opening Date (as the case may be). This list shall be adapted as appropriate.

1. Architects' Drawings

Floor and roof plans (all levels)

Elevations

General sections

Official representative detailed sections 1:20, 1:10 of walls, roof, openings, gutters etc.

External works, landscaping, etc.

Detailed plans of typical critical areas, cell, etc.

Drainage and services layout (external)

2. Documents and Approvals

Outline specification

Schedule of finishes and colours

List of main Sub-contractors and suppliers with contact names and addresses, to include:

Concrete blocks

Pre-cast concrete units

Lifts

Mechanical installation

Heating installation

Electrical installation

Security and alarm installations

Landscaping / planting

Specialist finishes

Windows / rooflights / glazing

Doors

Ironmongery

Roofing and cladding

Electrical test certificates

Planning and Building Regulation approvals

Maintenance contracts proposed for:

Lifts

Heating

External landscaping

Fire alarm and emergency lighting

Security installation

BMS

Fire alarm test certificate

Drain test certificate or letter of confirmation of test witnessed by Consulting Engineer

Product guarantee and warranties (where available for original suppliers)

List of practice names and addresses, telephone numbers and partners / directors involved for:

Architects

Consulting Structural Engineer

Consulting Services Engineer

Any "design & install" elements

3. Services Information

Operating and maintenance manuals for:

Heating

Plumbing

Lighting

Electrical distribution

Fire and security alarm installations

BMS

Manuals to include:

Full set of service drawings

List of public utilities, addresses, emergency and contact

Telephone numbers

Index and referencing of sections

Schedule of plant detailing for all items:

Location, type and size

Manufacturers name and address

Rating or duty

Serial number

Order number

Detailed description of operating procedures to enable starting up, running and shutting down each system. Description of programmer operations and method for adjusting / resorting timings and temperature. Both centrally and locally.

Explanation of alarm / failure indications and check list of appropriate actions (including emergency procedure and contacts).

List of recommended spares and lubricants (to include list of those spares actually provided at practical completion).

Copies of electrical and mechanical test certificates, eg chlorination certificate, pressure tests and commissioning reports.

Detailed step by step instructions on periodic tests required on plant, eg emergency stand by generators, emergency lighting, fire / secure.

A timetable for all routine servicing, testing and maintenance of all systems, setting out in clear tabular form all weekly, monthly, quarterly, etc. operations necessary to operate the systems in optimum condition.

4. Structural Engineers Drawings

General arrangements drawings of:

Foundations

Frame / load bearing walls

Floors

Roof

Retaining structures

Statement of design floor and roof loadings.

As far as is reasonably possible and subject to final agreement of the Authority drawings are to be supplied in "CD-ROM AutoCAD [13], READ ONLY" format and all other documentation in electronic format.

APPENDIX A

[Contractor's Letterhead]

CONFIDENTIALITY AGREEMENT

Dear Sirs

HMPS PETERBOROUGH

Package Ref.

In consideration of our disclosing, or arranging disclosure, of certain information or documentation to you relating to the above project to enable you to prepare and submit a tender price to us, you hereby undertake to us as follows:

1. You will keep all the information secret and confidential and will not without our prior written consent disclose or reveal the information or any part thereof to any person.
2. You will not make, keep or reproduce any document or part thereof comprised in the information without prior written consent.
3. If approval is given to reproduce an original document for issue to a third party, each and every copy of that document which is produced by you shall be entered into a log book or database by reference to a unique reference number adopted by you which shall incorporate the reference number on the confidentiality stamp of the original document. Before any documents are issued to third parties, you will enter into confidentiality agreements in the same or similar terms as the Confidentiality Agreement with each prospective third party recipient.
4. You will return all documents including documents issued to third parties and a copy of the log book or entries on the database to Peterborough Prison Management Limited upon notification that your tender has not been successful, or upon completion of your sub-contract, whichever is the earlier.

Would you please sign a copy of this Agreement confirming your acceptance of its contents.

Yours faithfully
for the Contractor

I/We have read and agreed the contents of this Agreement and agree to be bound by the terms thereof:

Signed _____ Date _____

Please print Name: _____

For and on behalf of: _____

Address: _____

Position held: _____

APPENDIX A2

[INTERSERVE CONSTRUCTION LIMITED LETTERHEAD]

CONFIDENTIALITY AGREEMENT

Dear Sirs

HMPS PETERBOROUGH

Package Ref.

In consideration of our disclosing, or arranging disclosure, of certain information or documentation to you relating to the above project to enable you to prepare and submit a tender price to us, you hereby undertake to us as follows:

1. You will keep all the information secret and confidential and will not without our prior written consent disclosure or reveal the information or any part thereof to any person.
2. You will not make, keep or reproduce any document or part thereof comprised in the information without prior written consent.
3. If approval is given to reproduce an original document for issue to a third party, each and every copy of that document which is produced by you shall be entered into a log book or database by reference to a unique reference number adopted by you which shall incorporate the reference number on the confidentiality stamp of the original document. Before any documents are issued to third parties, you will enter into confidentiality agreements in the same or similar terms as the Confidentiality Agreement with each prospective third party recipient.
4. You will return all documents including documents issued to third parties and a copy of the log book or entries on the database to Interserve Construction Limited upon notification that your tender has not been successful, or upon completion of your sub-contract, whichever is the earlier.

Would you please sign a copy of this Agreement confirming your acceptance of its contents

Yours faithfully
for INTERSERVE CONSTRUCTION LIMITED

I/We have read and agreed the contents of this Agreement and agree to be bound by the terms thereof:

Signed Date

.....

Please print Name:

.....

.....

For and on behalf of:

.....

.....

Address:

.....

.....

.....

.....

.....

.....

Position held:

.....

.....

APPENDIX B

Document Issue Sheet

File Ref:

To:	Transmittal No:	
Address:	Date:	
Page		
From:	INTERSERVE CONSTRUCTION LIMITED	
Contract:	HMPS PETERBOROUGH	Contract No: [_____]
Site Address:	[_____]	
Please acknowledge receipt using the attached sheet		

Comment: The attached documents are to be returned/destroyed at the completion of your associated works.

We enclose for your use the documents listed below. It is a requirement that all the listed documents be returned to us at the above address using this document as a control sheet.

Please therefore sign the accompanying acknowledgement sheet and return a copy to the Documentation Security Officer at the above address as confirmation of receipt.

Please note that you are responsible at all times for the security of these documents (and any other related documents whether produced by Interserve Construction Limited or by you or your agents) whilst they are in your possession, and will be required when taking documents outside your office to log the details (identifying the document, number, person and reason) and return them safely.

You are to immediately inform the Documentation Security Officer at the above address should any of the documents be lost.

You are also further reminded that the Confidentiality Agreement in existence between us is particularly relevant to these documents.

Document Maker

Quantity	Project Ref.	Drawing Number	Revision	Rev. Date	Description	Status

Yours faithfully
for INTERSERVE CONSTRUCTION LIMITED

.....

Acknowledgement Note

Acknowledge receipt of Transmittal Note No.

Our Ref: DCMF PRISON, HMPS PETERBOROUGH

From:

Maker

Document No.	REV Title/Description	Received	
		Yes	No

Signed

Dated

SCHEDULE O

Minimum Insurance Requirements

Redacted

SCHEDULE P

Form of Invoice

Redacted

SCHEDULE Q

Appointment of new Sub-contractor

1. If the Contractor wishes to replace a Sub-contractor and/or appoint a new Sub-contractor, it shall (as soon as practicable) supply the Authority with such information as the Authority reasonably requires to enable it to decide whether to grant its consent to such appointment pursuant to Clause 7 of this Contract including without limitation in relation to the proposed new Sub-contractor:

- (a) its name and registered address;
- (b) the names of its shareholders and the share capital held by each of them;
- (c) the names of its directors and secretary;
- (d) the manner in which the new Sub-contractor proposes to finance its activities and the extent to which such finance is committed; and
- (e) the resources (including contracts) which are to be made available to the new Sub-contractor to enable it to fulfil the obligations placed upon it under the relevant Sub-contract.

2. The Authority may only withhold or delay consent to a new Sub-contractor in respect of which information has been provided to it in accordance with paragraph 1 above if:

- (a) the new Sub-contractor does not have the legal capacity, power and authority to become a party to and perform the obligations placed upon it under the relevant Sub-contract which Sub-contract will impose on the new Sub-contractor no fewer of the obligations under this Contract (and, if relevant, the Lease) than those imposed on the existing Sub-contractor which is being replaced; or
- (b) in the reasonable opinion of the Authority, the new Sub-contractor does not have the appropriate qualifications, experience or technical competence or the technical or financial resources available to it to enable it to perform the obligations imposed upon it under the relevant Sub-contract, including any obligations under this Contract (and, if relevant, the Lease) which have not been performed prior to the date of any Termination Notice; or
- (c) the new Sub-contractor or any director, shadow director (as such term is defined in the Companies Act 1985) or secretary of the new Sub-contractor:
 - (i) has been convicted of a criminal offence relating to the conduct of his business or profession; or
 - (ii) has committed an act of grave misconduct in the course of his or her business or profession; or
 - (iii) has failed to comply with any payment obligations relating to the payment of any taxes or social security contributions; or

- (iv) has made any serious misrepresentation in the tendering process for any project or matter in which the public sector has or had a significant participation; or
 - (v) has failed to obtain or maintain any licence, consent or membership of any relevant professional body.
- (d) any persons who will be required to work or perform duties at the Prison as a result of the appointment of the new Sub-contractor or any employees of the new Sub-contractor have not been approved by the Authority in the manner contemplated by this Contract; or
- (e) any persons that will carry on Custodial Duties in the Prison as a result of the appointment of the new Sub-contractor have not been certified as Prisoner Custody Officers by the Authority as required under Sections 85 and 89 (and where appropriate Section 80) of Schedule 10 to the Criminal Justice Act 1991; or
- (f) any persons employed by the Contractor, any Substitute Entity and/or the new Sub-contractor are not contractually obliged to comply with all procedures and obligations imposed upon the Contractor in respect of the Operating Staff or the Construction Staff under this Contract

and such consent of the Authority shall be notified to the Contractor, or the Authority must notify the Contractor that it refuses to grant such consent within:

- (i) 14 days, if a new Sub-contractor is proposed as a result of a breach of Clause 51 (Corrupt Gifts and Payments); or
- (ii) 28 days, in all other cases (each of (i) and (ii) an **Approval Period**),

of the Authority being supplied with the information set out in paragraph 1 of this Schedule. In the event that the Authority does not so notify the Contractor within the relevant Approval Period, then the Authority shall be deemed to have given its consent

SCHEDULE R

TUPE INFORMATION – PART 1

1. Total number of individual members of staff that currently undertake the work and who may therefore be transferred. Alternatively the contractor should provide information why any of their staff or those of any Sub-Contractors who currently undertake the work will not transfer
2. The total number of posts or proportion of posts expressed as full-time equivalent value that currently undertakes the work that is to transfer.
3. The preceding 12 months total pay costs – pay, employee/employer ERNIC and overtime
4. Total redundancy liability
5. Additional information about factors that may influence staffing levels and costs.
6. Contractor's and Sub-Contractor's general employment terms and conditions applicable to those members of staff identified at 1.

In respect of those members of staff included in the total at 1. above:

1. Age (not date of birth)
2. Employment status (i.e. Fixed term, casual, permanent)
3. Length of current period of continuous employment
4. Weekly conditioned hours of attendance (gross)
5. Standard annual holiday entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years)
6. Pension scheme membership
7. Pension and redundancy liability information
8. Annual salary
9. Details of any regular overtime payments (these may be weekly, monthly or

annual commitments for which staff may receive an overtime payment)

10. Details of attendance patterns that attract enhanced rates of pay or allowances

11. Regular/recurring allowances

12. Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants)

TUPE INFORMATION – PART 2

1. Total number of individual members of staff that currently undertake the work and who may therefore be transferred. Alternatively the contractor should provide information why any of their staff or those of any Sub-Contractors who currently undertake the work will not transfer

2. The total number of posts or proportion of posts expressed as full-time equivalent value that currently undertakes the work that is to transfer.

3. The preceding 12 months total pay costs – pay, employee/employer ERNIC and overtime

4. Total redundancy liability

5. Additional information about factors that may influence staffing levels and costs.

6. Contractor's and Sub-Contractor's general employment terms and conditions applicable to those members of staff identified at 1.

In respect of those members of staff included in the total at 1. above:

1. Employee's full name

2. Age (not date of birth)

3. Employment status (i.e. Fixed term, casual, permanent)

4. Length of current period of continuous employment

5. Weekly conditioned hours of attendance (gross)

6. Standard annual holiday entitlement (not "in year" holiday entitlement that

may contain carry over or deficit from previous leave years)

7. Pension scheme membership

8. Pension and redundancy liability information

9. Annual salary

10. Details of any regular overtime payments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment)

11. Details of attendance patterns that attract enhanced rates of pay or allowances

12. Regular/recurring allowances

13. Outstanding financial claims arising from employment (ie. season ticket loans, transfer grants)

14. Information of any disciplinary procedure taken against an employee within the previous two years

15. Information of any grievance procedure taken by an employee within the previous two years

16. Information of any court or tribunal case, claim or action brought by an employee against the transferor within the previous two years

17. Information of any court or tribunal case, claim or action that the transferor has reasonable grounds to believe that an employee may bring against the transferee, arising out of the employee's employment with the transferor

18. Information of any collective agreement which will have effect after the transfer, in its application in relation to the employee

SCHEDULE S

List of Adjudicators

Redacted

SCHEDULE T

TERMS OF APPOINTMENT OF ADJUDICATOR

THESE TERMS OF APPOINTMENT OF ADJUDICATOR ARE MADE BETWEEN:

- (1) [name of Employer] of [address of Employer] (**Authority**);
- (2) [name of Contractor] of [address of Contractor] (**Contractor**); and
- (3) [name of Adjudicator] of [address of Adjudicator] (**Adjudicator**).

WHEREAS

- A. The Authority and the Contractor (the **Parties**) have on the [] day of [] entered into an agreement for [] (the **Agreement**).
- B. By Clause 72 of the Agreement provision is made for all Disputes (as such term is defined in the Agreement) to be referred in the first instance to adjudication for resolution (**Adjudication**).
- C. The Adjudicator has agreed to serve on the terms set out herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Forthwith upon the agreement or determination of his terms of remuneration the Adjudicator shall notify the Parties in writing of his appointment by way of a Notice of Acceptance (as such term is defined in the Agreement).
2. Immediately following receipt of the Notice of Acceptance the Party who referred the Dispute to Adjudication shall send to the Adjudicator a copy of the Notice of Adjudication and a copy of the Agreement.
3. As well as determining the Dispute the Adjudicator agrees to consider any submissions arising from a Construction Sub-contract Dispute, a Prison Expansion Sub-contract Dispute or an Operating Sub-contract Dispute (as such terms are defined in the Agreement) made to him pursuant to Clauses 72.6 and 72.7 of the Agreement and in his decision the Adjudicator will set out the position of the Contractor or the Operating Sub-Contractor (as such terms are defined in the Agreement) insofar as it relates to the subject matter of the Dispute. The Adjudicator also agrees at the request of the Contractor to consider any representations made by the Construction Sub-contractor, Prison Expansion Construction Sub-contractor or the Operating Sub-contractor (as applicable) in accordance with clause 72 of the relevant sub-contract as to whether or not the

Construction Sub-contract Dispute, the Prison Expansion Sub-contract Dispute or the Operating Sub-Contract Dispute (as applicable) is one which falls within the ambit of clauses 72.6 and 72.7 of the Agreement and to determine the issue within one (1) day.

4. The Adjudicator agrees to conduct the Adjudication in accordance with Clause 72 of the Agreement and the applicable law.

5. The Adjudicator shall act impartially and not as an arbitrator. The Adjudicator shall be under a continuing duty to disclose in writing to each Party any fact or circumstance which might call into question his impartiality or independence. The Adjudicator shall have full power to take the initiative in ascertaining the facts and the law. In particular, the Adjudicator shall have power to:

- (a) request clarification or additional information from either or both of the Parties;
- (b) make such site visits and inspections as he considers appropriate;
- (c) convene meetings upon reasonable notice to the Parties at which both Parties shall be entitled to be present;
- (d) appoint his own advisers to advise on matters of legal interpretation or expertise outside his own area of expertise on which the Parties are not agreed;
- (e) open up, review and revise any decision, approval, recommendation or determination made, notice or certificate given by the Employer or the Independent Engineer ;
- (f) make use of his own specialist knowledge.

6. The Adjudicator shall reach his decision within 28 days of referral of the Dispute to him (or such other period as the Parties may agree after the referral of the Dispute to Adjudication, or 42 days from the referral of the Dispute if the Adjudicator requests such an extension and the Party referring the Dispute to Adjudication agrees). The Adjudicator's decision shall be in writing and shall set out the reasons for his decision.

7. Each Party shall bear its own costs in relation to any reference of a Dispute to Adjudication.

8. The Parties shall be jointly and severally liable for the fees and the reasonable costs and expenses of the Adjudicator in carrying out the Adjudication as follows:

- (i) The Adjudicator shall be paid a fee at the [hourly/daily] rate of £[] in respect of all time spent upon or in connection with the Adjudication (including travelling time).
- (ii) The Adjudicator shall be reimbursed in respect of all disbursements reasonably and properly incurred upon or in connection with the Adjudication including the cost of secretarial services, telephone calls, courier charges, faxes, travel expenses, hotel and subsistence cost upon production of a receipt in respect of such disbursements.
- (iii) The Adjudicator shall be paid a fee advance of £[]. The Adjudicator shall be entitled to deliver an invoice in respect of the fee advance immediately following his appointment to each of the Parties in the amount of their respective share. This fee advance shall be deducted from the final statement of any sums due under items (i) and (ii) above. If the final statement is less than the fee advance the balance shall be refunded to the Parties. In the event of a failure by either Party to pay its share of the fee advance, the other Party shall be entitled to pay such share, and recover it from the non-paying Party.
- (iv) In the event that submissions arising from a Construction Sub-contract Dispute or an Operating Sub-contract Dispute are made to the Adjudicator pursuant to Clause 3 hereof, the Adjudicator's fees shall be paid in accordance with Clause 72.9 of the Agreement.
- (v) The Adjudicator [is] [is not] currently registered for VAT.
- (vi) Where the Adjudicator is registered for VAT it shall be payable at the rate applicable at the date of any invoice.
- (vii) All payments shall become due 21 days after receipt of the Adjudicator's invoice. Thereafter interest shall be payable at 5% per annum above the National Westminster Bank plc base rate for every day the amount remains outstanding.

The Parties agree that the Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the Adjudicator shall be similarly protected from liability. The Parties undertake to each other and to the Adjudicator that the Adjudicator shall not be called as a witness to give evidence concerning any Dispute in respect of which he was appointed Adjudicator in any arbitration proceedings pursuant to the Agreement.

9. The Parties and the Adjudicator and the Adjudicator's appointed advisers, if any, shall keep the fact that the Adjudication is taking place and its outcome confidential, and all documentation, information, data, submissions and comments disclosed whether in writing or otherwise by either Party to the Adjudicator (and if necessary its appointed advisers) either in connection with or in consequence of the Adjudication shall be regarded and treated as confidential (the **Confidential Material**). Such Confidential Material shall remain the property of the Party disclosing the same and all copies shall be returned to such Party on completion of the Adjudication. The obligations of confidentiality do not extend to the Parties or the Adjudicator for the purpose of:

- (i) consulting legal advisers in connection with the Dispute;
- (ii) consulting any expert or technical consultant in connection with the Dispute; or
- (iii) as otherwise required by law.

10. The Adjudicator's appointment shall be terminated:

- (a) if he fails to act in accordance with the terms and procedure as set out in this Appointment;
- (b) by reason of his misconduct ;
- (c) if he is unable for whatever reason to perform his obligations under this Appointment;
- (d) at any time at the joint election of the Parties.

Where the termination of the appointment is due to the default or misconduct of the Adjudicator, the Parties shall not be liable to pay the Adjudicator's fees costs and expenses and any fee advance paid at the date of termination shall be refunded to the Parties within 7 days of the date of termination.

11. For all purposes relating to this Appointment the Parties' and the Adjudicator's addresses are as follows:

- (a) the Authority: []
- (b) the Contractor: []
- (c) the Adjudicator: []

12. This Appointment shall be governed by, and shall be construed in accordance with, the laws of England and Wales.

13. The Parties agree that the Courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaim) which may arise in connection with the creation, validity, effect, interpretation or performance of or the legal relationships established by this Appointment or otherwise arising in connection with this Appointment and for such purposes irrevocably submit to the jurisdiction of the English Courts.

14. Any notices to be given hereunder shall be sufficiently served if left at or sent by registered post or recorded delivery to the address given above in respect of the relevant party and any notice so sent by post shall be deemed to have been duly served forty-eight hours after the time of posting, and in proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the party to be served in accordance with this Clause.

Signed by, for and on
behalf of the Authority

in the presence of:
.....
.....

Signed by, for and on
behalf of the Contractor:

in the presence of:
.....
.....

Signed by, for and on

behalf of the Adjudicator:

.....

in the presence of:

.....

.....

SCHEDULE U

Prison Expansion Works Fee

Redacted

SCHEDULE V

Commercially Sensitive Information

Column 1	Column 2
Commercially Sensitive Contract Provisions	For period ending on date below
Custodial Services Contract	
Definition of "Prison Expansion Works Fee"	Contract Term
Clause 4.4(a) (Indemnities)	Contract Term
Clause 25.3 (Liquidated Damages)	Contract Term
Clause 25A.3 (Liquidated Damages - Increased Capacity)	Contract Term
Schedule A (Specification)	Contract Term
Schedule B (Equipment)	Contract Term
Schedule D (Operational Requirements)	Contract Term
Schedule E (Payment Mechanism)	Contract Term
Schedule F (Performance Measures)	Contract Term
Schedule G (Payments on Termination for Default)	Contract Term
Schedule H (Payments on Voluntary Termination)	Contract Term

Schedule 0 (Insurance)	Contract Term
Schedule U (Prison Expansion Works Fee)	Contract Term
Operating Sub-Contract	
Clause 4.4(a) (Indemnities)	Contract Term
Clause 20.9 (Preparation For Operation of the Prison)	Contract Term
Clause 25.2 (Liquidated Damages)	Contract Term
Clause 25A.3 (Liquidated Damages - Increased Capacity)	Contract Term
Clause 38A.4 (Mobilisation Payments)	Contract Term
Clause 41.8 (Plans and Performance Measures)	Contract Term
Schedule A (Equipment)	Contract Term
Schedule C (Operational Requirements)	Contract Term
Schedule D (Payment Mechanism)	Contract Term
Schedule F (Performance Measures)	Contract Term

SCHEDULE W

Prison Expansion Documents

The table below sets out each Prison Expansion Document and the form in which each Prison Expansion Document is required by the Authority

Prison Expansion Document	Form Required by Authority
Minutes of the Contractor	Certified Copy
Memorandum and Articles of Association of the Contractor	Certified Copy
Amended Operating Sub-contract	Certified Copy
Prison Expansion Construction Sub-contract	Certified Copy
Minutes of the Operating Sub-contractor	Certified Copy
Minutes of the Prison Expansion Construction Sub- contractor	Certified Copy
Memorandum and Articles of Association of the Operating Sub-contractor	Certified Copy
Memorandum and Articles of Association of the Prison Expansion Construction Sub-	Certified Copy
Sub-contractor Collateral Warranty	Original
Supplemental Fixed Charge	Original
Amending Agreement for the Direct Agreement	Original

SCHEDULE X

Prison Expansion Works Area

Redacted

SCHEDULE Y
Collateral Warranty

Dated

2013

- (1) INTERSERVE CONSTRUCTION LIMITED
- (2) THE SECRETARY OF STATE FOR JUSTICE
- (3) PETERBOROUGH PRISON MANAGEMENT LIMITED

Construction Contractor Collateral Warranty

in respect of the Design, Construction and Management of Increased Capacity at HMP
Peterborough

THIS DEED is made on

2013

BETWEEN:

- (1) **INTERSERVE CONSTRUCTION LIMITED** (registered number 00303359) whose registered office is at 395 George Road, Erdington, Birmingham B23 7RZ ("the **Construction Contractor**");
- (2) **THE SECRETARY OF STATE FOR JUSTICE** ("the **Beneficiary**" which expression includes its permitted successors in title and assigns); and
- (3) **PETERBOROUGH PRISON MANAGEMENT LIMITED** (registered number 4350276) whose registered office is at Interserve House, Ruscombe Park, Reading, Berkshire RG10 9JU ("the **Project Company**").

BACKGROUND:

- (A) By an agreement dated 14 February 2003 ("the **Contract**"), the Beneficiary has appointed the Project Company for the carrying out of the design, construction, commissioning, maintenance and operation of HMP Peterborough (the "**Prison**") at the Site (as such term is defined in the Contract), together with the provision of facilities management services ("the **Project**").
- (B) By an Amending Agreement dated on or about the date hereof the Beneficiary and the Project Company have agreed to amend the Contract in order to provide for the design, construction, operation and maintenance of the Increased Capacity (as defined in the Contract).
- (C) By an agreement dated on or about the date hereof ("the **Construction Contract**") the Project Company has appointed the Construction Contractor to carry out the Prison Expansion Works (as defined in the Contract) at the Prison, and all references in this Deed to the Contract shall be to the Contract as amended by the Amending Agreement.
- (D) The Construction Contractor is obliged under the Construction Contract to give a warranty in this form in favour of the Beneficiary.

OPERATIVE PROVISIONS

1 CONSIDERATION

This Deed is made in consideration of the payment of [REDACTED] by the Beneficiary to the Construction Contractor receipt of which the Construction Contractor acknowledges.

2 CONSTRUCTION CONTRACTOR'S WARRANTIES

- 2.1 The Construction Contractor warrants to the Beneficiary that it has carried out and will continue to carry out and complete its obligations under the Construction Contract in accordance with the Construction Contract.
- 2.2 The Construction Contractor further warrants that it has exercised and will

continue to exercise reasonable skill and care (save where the Construction Contract imposes a higher standard in which case such higher standard will apply) in relation to the following (so far as the Construction Contractor is responsible for them:

2.2.1 the design of the Prison Expansion Works;

2.2.2 the selection of goods, materials, equipment or plant for the Prison Expansion Works; and

2.2.3 the satisfaction of any performance requirement or specification of or for the Prison Expansion Works or in any variation issued under the Construction Contract.

3 **INTELLECTUAL PROPERTY RIGHTS**

3.1 Subject to the following provisions of this Deed, all Intellectual Property in the drawings, designs, charts, specifications, plans, software and any other documents or materials in any medium which have been created and/or developed by the Construction Contractor in the course of performing its obligations under the Construction Contract ("the **Documents**") will remain vested in the Construction Contractor. For the purposes of this clause 3 (Intellectual Property Rights), "Intellectual Property" shall mean all copyright and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights, or any rights or property similar to the foregoing in any part of the world whether registered or unregistered, together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property referred to above.

3.2 The Construction Contractor grants (or, if such a 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 any of the Intellectual Property not yet in existence with effect from the creation of such Intellectual Property, an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Construction Contractor's obligations or the termination of the Construction Contract or this Deed or the determination of the Construction Contractor's employment under the Construction Contract or any dispute under the Construction Contract or this Deed) 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 Project. Such licence will carry the right to grant sub-licences and will be transferable to third parties.

3.3 The Construction Contractor 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 Construction Contract or under this Deed or as otherwise required to enable it to fulfil its obligations under the Construction Contract.

3.4 The Construction Contractor will not be liable for any use the Beneficiary may make of the Documents for any purpose other than the purposes set out in clause 3.2 (Intellectual Property Rights).

Company Secretary) 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 4:45p.m. on any Day it will be deemed to be served on the next working Day. Any notice sent by post will be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4:45p.m. on a working Day and otherwise on the next working Day.

6 ASSIGNMENT

Without prejudice to the provisions of clause 10 (Step-in Rights), the benefit of and the rights on the part of the Beneficiary under this Deed may be assigned without the consent of the Construction Contractor on two occasions only. The Beneficiary will give the Construction Contractor written notice following any such assignment specifying the name and address of the assignee and the date of the assignment. The Construction Contractor 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 under this Deed 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.

7 OTHER RIGHTS AND REMEDIES

The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies it may have against the Construction Contractor including, without limitation, any remedies in negligence.

8 NO APPROVAL

The Construction Contractor'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 the Beneficiary's benefit or on its behalf.

9 PROHIBITED MATERIALS

9.1 The Construction Contractor warrants that, to the extent it either is obliged to specify or approve products or materials for use in the Prison Expansion Works or does so specify or approve, it has exercised and will exercise reasonable skill and care in accordance with this Deed not to specify, approve or use any products or materials which are generally known within the construction industry to be deleterious in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:

9.1.1 the edition of the report current at the date of use, specification or approval entitled "Good Practice in the Selection of Construction Materials" (published by British Council for Offices) other than the recommendations for good practice contained in Section 2 of that report;

9.1.2 relevant British or European Standards or Codes of Practice;

9.1.3 any publications of the Building Research Establishment related to the specification of products or materials.

9.2 If in the performance of its duties under the Construction Contract, the Construction Contractor 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 Construction Contractor will immediately give the Beneficiary written notice of the same. This clause 9.2 (Prohibited Materials) does not create any additional duty for the Construction Contractor to inspect or check the work of others which is not required by the Construction Contract.

10 STEP-IN RIGHTS

10.1 The Construction Contractor 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 Construction Contract or its employment under it or discontinue or suspend the performance of any duties or obligations under the Construction Contract without first giving to the Beneficiary not less than twenty-eight (28) days' prior written notice specifying the Construction Contractor's grounds for terminating or treating as terminated or repudiated the Construction Contract or its employment under it or discontinuing or suspending its performance of the Construction Contract and stating the amount (if any) of monies outstanding under the Construction Contract. Within such period of notice:

10.1.1 the Beneficiary may give written notice to the Construction Contractor that the Beneficiary shall become the employer under the Construction Contract to the exclusion of the Project Company and, upon giving such notice, that will be the case and the Construction Contract will be and remain in full force and effect notwithstanding any of the grounds in the Construction Contractor's notice under clause 10.1 (Step-in Rights); and

10.1.2 if the Beneficiary has given such notice under clause 10.1.1 (Step-in Rights) or under clause 10.3 (Step-in Rights), the Beneficiary will then as soon as practicable remedy any outstanding breach by the Project Company (provided that where the notice is given under clause 10.1.1 (Step-in Rights) rather than under clause 10.3 (Step-in Rights) such breach has properly been included in the Construction Contractor's specified grounds under clause 10.1 (Step-In Rights)); and

10.1.3 if:

- (a) the Beneficiary has given such notice under clause 10.1.1 (Step-in Rights) then from the date of the Construction Contractor's notice; or
- (b) the Beneficiary has given notice under clause 10.3 then from the date of the Beneficiary's notice

the Beneficiary will, by clause 10.1.1 (Step-in Rights), become responsible for all sums properly payable to the Construction

Contractor under the Construction Contract and for the observance and performance of all of the other duties and obligations on the part of the Project Company to be observed and performed under the Construction Contract accruing due after the service of such Construction Contractor's notice or Beneficiary's notice (as applicable) 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 Project Company under the Construction Contract.

- 10.2 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Beneficiary to the Construction Contractor the Beneficiary will not be under any obligation to the Construction Contractor nor will the Construction Contractor have any claim or cause of action against the Beneficiary unless and until the Beneficiary has given written notice to the Construction Contractor under either clause 10.1.1 (Step-in Rights) or clause 10.3 (Step-in Rights).
- 10.3 Provided that the Construction Contract has not previously been terminated the Construction Contractor further covenants with the Beneficiary that, if the employment of the Construction Contractor under the Construction Contract is determined or if the Construction Contract is terminated, the Construction Contractor, if requested by the Beneficiary, by written notice and subject to clause 10.1.2 (Step-in Rights) and clause 10.1.3 (Step-in Rights), will accept the reasonable instructions of the Beneficiary to the exclusion of the Project Company in respect of the Prison Expansion Works upon the terms and conditions of the Construction Contract. The Beneficiary shall then become the employer under the Construction Contract to the exclusion of the Project Company and the Construction Contractor will, if so requested, enter into a novation agreement in order to substitute the Beneficiary for the Project Company under the Construction Contract.
- 10.4 Where the Construction Contractor has given rights in relation to the Construction Contract similar to those contained in this clause 10 (Step-in Rights) to any other person then if both the Beneficiary and any such other person serve notice under clause 10.1.1 (Step-in Rights) or clause 10.3 (Step-in Rights) or its equivalent the notice served by the Beneficiary shall prevail.
- 10.5 The Project Company acknowledges that the Construction Contractor will be entitled to rely on a notice given to the Construction Contractor by the Beneficiary under clause 10.3 (Step-in Rights) as conclusive evidence that the Beneficiary is entitled to serve such notice.
- 10.6 The Beneficiary may by written notice to the Construction Contractor appoint another person to exercise its rights under this clause 10 (Step-in Rights) subject to the Beneficiary remaining liable to the Construction Contractor as guarantor for its appointee in respect of its obligations under this Deed.

11 GOVERNING LAW AND JURISDICTION

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

12 THIRD PARTY RIGHTS

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

13 EFFECT AND LIMITATION OF LIABILITY

- 13.1 The Construction Contractor has no liability under this Deed which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Construction Contract as joint employer, provided that the Construction Contractor shall not be entitled to set-off or deduct from any sums payable to the Beneficiary under this Deed any sums due or claimed as due by the Construction Contractor from the Project Company.
- 13.2 The Construction Contractor shall be entitled in any action or proceedings brought by the Beneficiary under this Deed to rely on any limitation in the Construction Contract and to raise equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have against the Project Company under the Construction Contract.
- 13.3 Without prejudice to the provisions of clause 15 (Liquidated Damages) The Construction Contractor shall not by reason of this Deed have any liability to the Beneficiary for delay in completion of the Prison Expansion Works.
- 13.4 Notwithstanding execution and delivery of this Deed or any term or condition to the contrary, the Beneficiary shall not be entitled to make any claim against the Construction Contractor under this Deed nor pursuant to such term or condition unless and until the Project Agreement has been terminated.

14 NON-DISCLOSURE

- 14.1 The Construction Contractor will note and comply with the provisions of the Official Secrets Acts 1911 - 1989, and shall take all reasonable steps to ensure that all persons including staff or sub-contractors employed on any work in connection with the Construction Contract have notice and comply with such statutory provisions, and will continue to comply with them following the completion of the Prison Expansion Works or earlier termination of the Construction Contract, and after the termination of their employment.
- 14.2 The Construction Contractor shall not disclose the Construction Contract or any provision of it to any person other than a person engaged in the carrying out of the Prison Expansion Works, except with the written consent of the Beneficiary and the Contractor. Such disclosure shall be made in confidence and shall be limited to disclosure necessary for the purposes of the Construction Contract.
- 14.3 The Construction Contractor shall not make use of the Construction Contract or any information issued by or on behalf of the Beneficiary (or any third party) otherwise than for the purpose of the Construction Contract, except with the written consent of the Beneficiary and the Contractor (and as appropriate the relevant third party).

15 **LIQUIDATED DAMAGES**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16 **CONFIDENTIALITY**

16.1 The Construction Sub-Contractor shall not by itself, or by its servants, agents or sub-contractors, communicate with representatives of the press, television, radio, or other communications media on any matter concerned with the Contract or the Construction Contract without the prior written authority of the Beneficiary or the Project Company.

16.2 No facilities to photograph or film in or at the Prison shall be given or permitted by the Construction Contractor unless the Beneficiary and the Project Company have given prior written approval, provided that nothing in this clause 16.2 shall prevent or restrict the Construction Contractor from taking photographs or filming solely in order to carry out and complete the Prison Expansion Works.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTED as a **DEED** by)

)

THE SECRETARY OF STATE)

FOR JUSTICE)

Authorised Signatory:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

EXECUTED as a **DEED** by)
PETERBOROUGH PRISON)
MANAGEMENT LIMITED)
acting by a director and its secretary/)
two directors)

..... Signature of director

..... Name of director

..... Signature of director/secretary

..... Name of director/secretary

EXECUTED as a **DEED** by)
INTERSERVE CONSTRUCTION LIMITED)
acting by:)

Director

Director/Secretary

SCHEDULE Z

Excusing Causes

Redacted

SCHEDULE ZZ

List of Historic NOCs

Redacted

SCHEDULE ZZZ

OPERATING MODEL

Redacted