

# New Prisons Projects (NPP)

## Schedule 5 – Main Works Package Procedure

## SCHEDULE 5

### MAIN WORKS PACKAGE PROCEDURE

Once the Allocation Procedure has concluded, the Alliance Members will each individually be requested in writing by the Alliance Manager to take part in a Main Works Package Procedure in respect of the Main Works Package Site that they have each been allocated in accordance with this Schedule.

At the Client's sole discretion, each Main Works Package Procedure may be run separately or in parallel with another Main Works Package Procedure.

In accordance with the Contract Terms, the Client may (but is not obliged to) issue an Order to an Alliance Member that has been allocated a Main Works Package (other than the Full Sutton Main Works Package) requesting that it undertake in connection with its allocated Main Works Package:

- Phase 1B Pre-Construction Services (i.e. pre-construction services); and/or
- Pre-Construction Activities (i.e. early works),

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

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

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

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

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

by the Alliance Manager when issuing the Main Works Package Brief to the Alliance Member):

- Any comments on the Main Works Terms that are applicable to the relevant Main Works Package Site (and that do not seek to materially amend the same).
- Confirmation that it accepts the "Contract Data: Part One" document forming part of the Main Works Package Brief (including all documents referred to and forming part of the same) as drafted (subject to the resolution of any clarification requests that are raised during the period referred to in the Alliance Manager's instructions when issuing the Main Works Package Brief).
- A fully populated "Contract Data: Part Two" that includes, amongst the other "to be completed" sections of such document, its Main Works Package Proposals, confirmation of the Alliance Member's fixed price lump sum for the construction of the relevant Main Works Package that complies with the requirements of the "Pricing Methodology" table below.
- Further to the above, its proposed Agreed Main Works Package Prices for the Main Works Package.
- Logistics plan, detailing off site manufacturing production plans and methodology.
- Detailed programme (including any reference to any on-going or completed Phase 1B Pre-Construction Services and/or Pre-Construction Activities).
- Staff breakdown including organograms and CV's.
- Health and safety methodology.

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

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

<b>Main Works Package Procedure - Pricing Methodology</b>	
Cost Element	Pricing Requirement from the Alliance Member for their Main Works Package
Main Works Package specific details	
Preliminaries – management and staff	Determined by reference to the relevant prices and fee percentages set out in each Alliance Member's FAC-1 Prices and/or its FAC-1 Proposals (as applicable), to

	<p>be submitted as fixed costs.</p> <p>The Alliance Member may, on the advance written approval of the Alliance Manager, recalculate these prices to reflect any extended durations to which the fees relate should the actual construction programme (referred to as the "Programme" in the Main Works Terms) materially change from the period(s) relevant to the Main Works Package as set out in the Timetable as at the date of the Main Works Package Response</p>
Preliminaries – plant, accommodation etc	Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Main Works Package on an Open Book basis, using the costs submitted by the Alliance Member as part of the Allocation Procedure in respect of the Full Sutton Main Works Package as a baseline.
Alliance Members design fees	Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Main Works Package on an Open Book basis, using the costs submitted by the Alliance Member as part of the Allocation Procedure in respect of the Full Sutton Main Works Package as a baseline.
Work packages (nett trade value)	Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Main Works Package on an Open Book basis, using the costs presented by the Alliance Member in their Full Sutton Response as a baseline. Following agreement with the Client that the Alliance Member's Full Sutton Response in respect of the Full Sutton Main Works Package does not represent value for money in respect of the relevant Main Works Package, the Alliance Member will be required to provide three compliant proposals for the Main Works Package
Insurances	The Alliance Member is required to price for taking out and maintaining the insurances that are referred to in the "Contract Data: Part One" document forming part of the Main Works Package Brief[, using its proposals and costs in respect of the same in the FAC-1 Prices as a benchmark in the event that the requirements in such document materially change from what is set out in the template "Contract Data: Part One" document set out in the FAC-1 Contract as at the FAC-1 Contract Commencement Date.

Alliance Member / contractor risk	The Alliance Member is to provide a fully populated risk register required by the Main Works Terms and as set out in the Main Works Package Project Brief
Fee Percentage	Determined by reference to the relevant prices and fee percentages set out in the Alliance Members Full Sutton Response, without any further adjustments.
Design to derogations applicable the specific site	Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Main Works Package on an Open Book basis, using the costs submitted by the Alliance Member as part of its Full Sutton Response submitted as part of the Allocation Procedure Allocation Procedure in respect of the Full Sutton Main Works Package as a baseline.
Site specific design	Alliance Member to provide full details of its proposals in respect of this element of the design and construction of the Main Works Package on an Open Book basis, using the costs submitted by the Alliance Member as part of its Full Sutton Response submitted as part of the Allocation Procedure in respect of the Full Sutton Main Works Package as a baseline
Location factor adjustment	If applicable, the fixed price uplift for project in the South of England (as defined in CCS Lot 5 Construction Works £80m plus Framework) will be brought forward from the Alliance Member's previous Full Sutton Response submitted by the Alliance Member as part of its Allocation Response submitted as part of the Allocation Procedure in respect of the Full Sutton Main Works Package.
Inflation (NB this supersedes the indexation clause in the CCS Framework Agreement):	<p>Any adjustment to the management and staff rates included in each Alliance Member's FAC-1 Prices and/or FAC-1 Proposals (as applicable) to account for a change in the AWE (Average Weekly Earnings), Private Sector Total Weekly Earnings (KAC4) index as permitted under the Allocation Procedure and submitted by an Alliance Member as part of its Allocation Response may be used by the Alliance Member when preparing the relevant pricing elements of its Main Works</p> <p>Response. No further increases to the same may be submitted</p>

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