

DATE **May 11, 2020** **2020**

(1) The Football Foundation

(2) Sports Labs Ltd

**Professional Appointment
of a Specialist Testing Consultant
(STC)**

withers ^{LLP}

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DESIGN APPOINTMENT

THIS DEED IS DATED

2020

PARTIES

- (1) **The Football Foundation** of 10 Eastbourne Terrace, London W2 6LG (the '**Client**', which expression shall include successors in title (including a statutory successor in title) and/or permitted assignees); and
- (2) **Sports Labs Ltd** (company number: SC186775) whose registered address is 1 Adam Square, Brucefield Industry Park, Livingston, EH54 9DE (the '**Consultant**')

each a **Party** and together the **Parties** for the purpose of this Appointment.

RECITALS

- (A) The Client intends to carry out various Projects.
- (B) The Client and the Consultant wish to enter into an appointment in respect of the provision of specialist testing services in connection with each Project.
- (C) The contract in respect of each Project will be created by signing an Order which incorporates by reference the terms and conditions set out in this appointment.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- 1.1 In this Appointment the following words and expressions shall have the following meanings:

'Applicant Body'	the ultimate beneficiary of a Project specified in the Order;
'Appointment'	the terms and conditions of this appointment together with all recitals, schedules and appendices to it and any addition or amendment of the same and, for the avoidance of doubt, any Order signed pursuant to this appointment;
'Beneficiary'	means the Client (where there are sub-consultant collateral warranties), the Applicant Body and/or any other third party beneficiary set out in the Order ¹ ;
'Building Contract'	the building contract or contracts for the carrying out of the Project entered into or to be entered into between the Client and the Contractor;
'CDM Regulations'	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including any Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;
'Construction Act'	means the Housing Grants, Construction and Regeneration Act 1996, including any amendment, variation or re-enactment thereof;

¹ Insert the details of any other third party stakeholders with an interest in the project who will require the benefit of a warranty

'Construction Regulations'	Products	the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC);
'Contractor'		the contractor referred to in the Order or any other such contractor or contractors appointed by the Client under the Building Contract to execute all or any part of the Project;
'Documents'		all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with the Project using the standard of care set out at Clause 4.3;
'Duties'		the duties imposed on the Client under the CDM Regulations;
'Fee'		the fee set out in the Order;
'Funder'		a person providing finance in connection with: (a) the Project or the completed Project; and/or (b) in respect of the whole or any part of the Site, whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
'Group Company'		means any subsidiary or holding company of the Client or another subsidiary or holding company of such company as subsidiary or holding company are defined in section 1159 Companies Act 2006;
'Insolvency Event'		<p>means, where the Consultant is a body corporate any of the following occur:</p> <ol style="list-style-type: none"> 1. when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986; 2. on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part; 3. on the passing of a resolution for voluntary winding up without a declaration of solvency under section 89 of that Act; or 4. on the making of a winding-up order under Part IV or V of that Act; or <p>Where the Consultant is a partnership it becomes insolvent:</p>

1. on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
2. when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors; or

The Consultant as an individual becomes insolvent:

1. on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
2. on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors; and/or

The Consultant becomes insolvent if:

1. he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
2. (in the case the Consultant is a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to here; and

any event analogous to any of the above occurs in any jurisdiction in which the Consultant is incorporated, carries on business or has any assets;

'Intellectual Property Rights'

the existing and future copyright, intellectual property rights and/or any other rights of a similar nature in the Documents (including without limitation patents, trademarks, designs, design rights, copyright, investments, trade secrets, know-how and confidential information) and all applications for protection of the same;

'Order'

an order in the form annexed at Appendix 1 issued to the Consultant by the Client calling off the Services for a Project and incorporating by reference the terms and conditions of this appointment;

'Professional Team'

the consultant or consultants referred to in the Order or such Professional Team as may be appointed from time to time in relation to the Project;

'Professional Team Appointments'

the appointments entered into between the Client and the various members of the Professional Team;

'Project'

the Project described in the Order;

'Services'

the services set out in Schedule 1;

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|---------------------------------|---|
| 'Third Party Agreements' | means all agreements relating to or affecting the Project or the Site which have been entered into or may be entered into by the Client and/or any Group Company from time to time and disclosed to the Consultant (whether on or before the date of this Appointment or after the date of this Appointment) including without limitation any agreement for lease, sale agreement and/or funding agreement and those (if any) set out in the Order; |
| 'Site' | the land identified in the Order; |
| 'Start Date' | the date the Consultant first performed any services in connection with this Appointment; |
| 'VAT' | value added tax or any tax of a similar nature which may be substituted for or levied in addition to it if and when applicable; |
| 'Working Days' | means any day except Saturday, Sunday and bank or other public holidays in England. |
- 1.2 References to laws, statutes, byelaws, regulations, orders and delegated legislation shall include any law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating or made pursuant to the same.
- 1.3 References to clauses, schedules and appendices shall be references respectively to the clauses of and the schedules and appendices to this Appointment.
- 1.4 The Consultant acknowledges and confirms that in entering into this Appointment it has placed no reliance upon any statement, representation or warranty made or given by the Client which is not set out in this Appointment.
- 1.5 If any term, condition or provision of this Appointment is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Appointment.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. **Appointment and Key Personnel**
- 2.1 The Client appoints the Consultant to be the Specialist Testing Consultant for each Project.
- 2.2 Regardless of the date of this Appointment it shall be effective from the Start Date.
- 2.3 The Consultant acknowledges that it has full knowledge of the scope of the Project.
- 2.4 The Consultant shall provide the key personnel identified in the Order. No change may be made to the identity of any of the key personnel without the prior written approval of the Client.
- 2.5 The Client may require (but not vexatiously) the removal of any of the Consultant's personnel (including any of the key personnel referred to in the Order) from the Site or from any further participation in the Project.
- 2.6 The Consultant shall comply with any reasonable instructions issued by the Client in respect of any matter connected with the Project and the Services save that if in the performance of the Services the Consultant has a discretion exercisable as between the Client and the contractor the Consultant

shall exercise its discretion independently and fairly and keep the Client fully informed as to any discretion it exercises.

3. **Conduct**

- 3.1 This Appointment requires the Parties to each adopt and encourage collaborative behaviour and to seek to identify and eliminate any behaviour which is found to be uncollaborative.
- 3.2 It is expected that all members of a Project team will be the best people for the required Services and the Client expects team members to stay involved and committed to a Project until its completion (or otherwise for the duration of their employment by the Consultant).
- 3.3 The Consultant shall ensure that no Services are performed in a manner which might bring the Client into disrepute.

4. **Performance of Services**

- 4.1 The Consultant shall perform the Services in compliance with this Appointment.
- 4.2 In performing the Services the Consultant shall comply with the brief, budget and programme requirements for the Project provided by the Client, as those may reasonably be adjusted from time to time. If the Consultant becomes aware of any circumstances which may prevent the Project from proceeding according to those requirements, then the Consultant is to notify the Client in writing immediately.
- 4.3 Subject always to complying with the requirements under the CDM Regulations, in performing the Services the Consultant shall exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced Testing Consultant in carrying out equivalent services for developments of a similar size, scope, complexity, value and purpose to the Project.
- 4.4 The Consultant shall at all times keep the Client fully and properly informed of all aspects of the progress and execution of the Project and provide such information and advice to the Client and such other persons as the Client may reasonably require or as may be appropriate and in particular give the Client notice of any requirement for instructions sufficiently in advance (in any event not less than 7 days' notice) to enable internal consultation to take place so that the Contractor and the Professional Team are not prevented or delayed in their work.
- 4.5 The Consultant shall liaise with the Professional Team and the Contractor, any sub-contractors and suppliers, and shall co-ordinate the Consultant's professional duties with their respective services.
- 4.6 The Client (and no other member of the Professional Team) shall be entitled to instruct variations to the Services. A variation to the Services may include the omission of work and such omitted work may be carried out by others, the Client, or by others engaged by the Client. Where the Client instructs such an omission a fair and reasonable adjustment shall be made to the Fee but the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance or other similar losses) arising out of that omission.
- 4.7 Notwithstanding anything to the contrary in this Appointment any additional services and/or works required as a result of any negligence or other breach of this Appointment by the Consultant shall be provided without cost to the Client.
- 4.8 The Consultant warrants that it has not specified and shall not specify or approve for use in the Project any substances, materials, equipment, products, kits, building practices or techniques not in conformity with any relevant British Standard or codes of practice (or European Union equivalent) or which are generally known or which ought to have been known by the Consultant at the time of specification or approval for use to be deleterious to health and safety of any person or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the

particular circumstances in which they are used and/or have been supplied or placed on the market in breach of the Construction Products Regulations and shall use the standard of care referred to in Clause 4.3 to notify the Client should the Consultant become aware of any use of such materials in the performance of its inspection duties under this Appointment (if any) to ensure that no such materials are used in the Project.

- 4.9 The Consultant warrants to the Client that the Consultant has used and will continue to use the level of skill, care and diligence set out in Clause 4.3 to ensure that the Documents supplied or prepared by the Consultant shall meet the requirements of the Client.
- 4.10 The Consultant shall not make any alteration or addition to or omission from the Services nor the design of the Project without the prior written consent of the Client nor except in an emergency (save for a health and safety related emergency ('**health and safety emergency**')) issue any instruction, give any approval or do any other thing which would or may materially increase the cost of the Project or affect the programme without the Client's prior written approval. The Consultant shall notify the Client promptly, time being of the essence, of the actions taken by the Consultant following such a health & safety emergency, and shall notify the Client promptly where design or Services related changes are required due to health and safety reasons (but excluding a health & safety emergency) and/or to ensure compliance with the CDM Regulations.
- 4.11 The Consultant shall liaise as necessary with any sub-contractors and/or suppliers to the intent that the overall design of the Project shall be fully integrated.
- 4.12 The Consultant shall:
- (a) perform its duties under this Appointment so that no act, omission or default shall constitute, cause or contribute towards a breach of duties and obligations of the Client and/or a Group Company under any or all of the Third Party Agreements and/or any Building Contract; and
 - (b) comply with procedures laid down in any or all of the Third Party Agreements for drawdown of funding and for the approval of or changes in design, specifications or materials and for the inspection of the Project prior to the issue of any certificates of practical completion or certificate of making good defects under any Building Contract.
- 4.13 The Consultant shall visit the Site as often as is necessary to ensure the proper performance of the Services throughout the period from the date of possession specified in the Building Contract to the date of practical completion of the Project under the Building Contract. The Consultant shall further ensure that observations of the Site shall be made by the Consultant at least once every week; and shall participate in project meetings and/or any other meetings on or near the Site as and when reasonably required.
- 4.14 Coordination and supply of information and duties of the Client
- (a) The Client acknowledges that it is responsible for the Duties imposed by the CDM Regulations and that in delivering the Duties it is relying on the guidance and assistance of the Consultant to assist the Client in complying with its Duties.
 - (b) The Client must provide to the Consultant such information in the possession of the Client and assistance as the Consultant may reasonably require for the performance of the Services and shall use reasonable endeavours to procure that the Professional Team and any Contractor engaged do so likewise, provided that the Consultant requests such information and assistance in sufficient time and acts reasonably.

5. Fees and Payment

- 5.1 Subject to the proper performance by the Consultant of its obligations under this Appointment and to Clause 12 (Termination and Suspension) the Client shall pay or procure the payment to the Consultant of the Fee in respect of the Services. The Fee shall include all expenses, overheads and disbursements of the Consultant.
- 5.2 The Client shall pay to the Consultant an additional fee in respect of any further services instructed in writing by the Client any such additional fee to be agreed between the Client and the Consultant prior to compliance with the written instruction. If no prior written agreement is reached in respect of an additional fee the Consultant shall carry out the additional services in any event and be entitled to a fair and reasonable additional lump sum. The Consultant warrants to the Client that the Consultant has used and will continue whilst performing the additional services to use the level of skill, care and diligence set out in Clause 4.3 to carry out the additional services. The Consultant shall keep such records as may be reasonably necessary to support any payment for additional fees.
- 5.3 The Fee plus applicable value added tax (where applicable) shall be paid in the instalments and/or stages as set out in the Order.
- 5.4 The Consultant submits a written application for payment on the dates stated in the Order or as the case may be, the occurrence of any other event or after the completion of the relevant stage as referred to in the Order which under the terms of this Appointment gives rise to an entitlement to payment. Any payment provided for in this Appointment shall become due:
- (a) 7 days after such written application for payment is received by the Client; or (if later),
 - (b) the receipt by the Client of a VAT invoice (or its equivalent) together with any supporting documents that are reasonably necessary to check the invoice.
- and such written application for payment pursuant to sub-clause 5.4(a) and (b) shall specify the sum that the Consultant considers will become due on the payment due date and the basis on which that sum is calculated; or
- (c) in the case of payments due to the Client submission to the Consultant of a written application together with any supporting documents that are reasonably necessary to check the notice. The notice and supporting documents shall specify the sum that the Client considers will become due on the payment due date and the basis on which that sum is calculated. The payment due date pursuant to this sub-clause shall be the date of receipt by the Consultant of the Client's written application.
- 5.5 The Client (or in the case of payments due to the Client the Consultant) shall not later than 5 days of the payment becoming due issue to the other party a payment notice specifying the amount of any payment or payments which he considers to be due and the basis on which it is or they are calculated (the notified sum).
- 5.6 The final date for the making of any payment shall be 28 days after the date on which that payment becomes due.
- 5.7 Subject to Clause 5.9 and unless the Client (or in the case of payments due to the Client the Consultant) has served a notice under Clause 5.8 it shall pay the sum referred to in Clause 5.5 (or if notice has not been served under Clause 5.5, the sum referred to in the invoice served by the party in Clause 5.4) on or before the final date for payment of each invoice.
- 5.8 Neither party may pay less than the notified sum due under this Appointment as referred to Clause 5.7 unless not less than two days before the final date for payment (in this Clause 5 the 'prescribed period') he has given a notice to the other party that it intends to pay less than the

notified sum (a 'pay less notice'). Any pay less notice shall set out the sum the payer considers is due on the date the pay less notice is served and the basis on which that sum is calculated.

- 5.9 If the Consultant becomes Insolvent (as defined under Section 113 of the Construction Act) after the prescribed period the Client shall not be required to pay the Consultant.
- 5.10 For the purposes of Clause 5, where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date and where the period would include Christmas Day or Good Friday or a day which is a public holiday in the country in which the Site is located then that day shall be excluded.
- 5.11 If the Client fails to pay the amount, or any part thereof, due to the Consultant by the final date for payment, the amount remaining unpaid shall bear simple interest only at the rate of two per cent (2%) over the Bank of England base rate current at the date that the payment became overdue which the parties agree shall be a substantial remedy within the meaning of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Intellectual Property

- 6.1 The Consultant grants to the Client with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Client or any sub-licensee or permitted assignee of the Client for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 6.2 The Consultant warrants and undertakes to the Client that the licence granted by Clause 6.1 does not and will not infringe any Intellectual Property Rights, and indemnifies the Client in respect of any legal liability and related costs arising or in connection with such infringement.
- 6.3 The Consultant shall, if so requested by the Client at any time (including upon the termination of the Consultant's engagement under this Appointment), give the Client access to the negatives and/or copies of all Documents subject in the latter case to the Client paying the Consultant's reasonable copying charges.
- 6.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

7. Assignment

- 7.1 The Client may assign (without the Consultant's consent) the rights and/or benefits under this Appointment:
- (a) on two occasions to any person or entity; and
 - (b) without counting as an assignment under Clause 7.1(a):
 - (i) by way of security to a Funder (including any reassignment on redemption of security); or
 - (ii) to and from a Group Company.

7.2 The Consultant shall not assign, novate or otherwise transfer this Appointment (whether in whole or in part) or any right or obligation under it (whether or not accrued) without the prior written consent of the Client.

7.3 The Consultant shall not contend in defence of any proceedings by the beneficiary of any assignment under this Appointment or otherwise that the Consultant's liability to the beneficiary of any assignment is affected or diminished where the Client has suffered no loss or a loss different from the beneficiary of any assignment by reason of any breach of this Appointment by the Client.

8. **Sub-letting**

8.1 The Consultant shall not sub-contract the performance of any of the Services without the Client's prior written consent. The Consultant shall be responsible for any services it sub-contracts to a third party as if it had performed those services itself.

8.2 Notwithstanding any sub-contracting pursuant to Clause 8.1, the Consultant shall be responsible for:

(a) checking the work carried out by any sub-consultant or third party to ensure that it complies with the overall design intent; and

(b) the co-ordination and integration of such work into the design of the Project.

8.3 The appointment of any third party to carry out any design work on behalf of the Consultant shall not in any way relieve the Consultant of its obligations under this Appointment.

9. **Insurance**

9.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under this Appointment for an indemnity limit of no less than £5,000,000.00 in respect of any one occurrence from the date of this Appointment until the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.

9.2 The Consultant shall Immediately give notice to the Client in the event of any inability or failure to effect or maintain any such policy required by this Clause 9 in order that the Client and the Consultant can discuss reasonable means of protecting the Client whereupon the Consultant shall then take such reasonable steps as may be requested by the Client;

9.3 On request, the Consultant shall produce to the Client from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

9.4 The insurance referred to in Clause 9.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

10. **Deeds of Collateral Warranty**

10.1 The Consultant shall within 7 Working Days of the Client's request so to do enter into (and shall procure from its sub-consultants, if any, if and when requested) deeds of collateral warranty in favour of any one or more of the Beneficiaries, and such deeds of collateral warranty to be in the form set out in Appendix 2 subject only to such reasonable amendments as may be agreed by the Client. If the Consultant fails to procure the execution and delivery of any collateral warranty pursuant to this clause then notwithstanding any other term of this Appointment, the Client may

deduct such amount (if any) specified in the Order from the Fee or the sums that would otherwise be due to the Consultant under this Appointment, until the Consultant procures such execution and delivery.

- 10.2 The parties acknowledge that following commercial discussions between the parties in respect of this Appointment, including in relation to the Client's legitimate interests in undertaking the Project, the Consultant agrees that the Client is entitled to deduct the sums pursuant to Clause 10.1 of this Appointment (the '**Provision**') in accordance with that Provision. The Consultant acknowledges that any such deduction is not a secondary obligation that imposes a detriment on the Consultant which is out of proportion to the legitimate interests of the Client in the enforcement of the Provision or this Appointment, and any sum which may be deducted is not extravagant, exorbitant or unconscionable. The parties further acknowledge that they have taken legal or other professional advice in respect of this Appointment, and that both parties have comparable bargaining power.

11. **Contracts (Rights of Third Parties) Act 1999**

Subject to Clause 10, this Appointment shall not be construed as providing or purporting to confer a benefit on any party who is not a party to this Appointment.

12. **Termination and Suspension**

- 12.1 If the Consultant fails to comply with any of the provisions of this Appointment and fails to rectify such non-compliance within 14 days of a written notice from the Client requiring rectification then the Client may give the Consultant a further written notice terminating the Consultant's employment under this Appointment forthwith or at such other time as may be specified in that notice, or the Consultant suffers an Insolvency Event then the Client may by giving no less than five (5) Working Days' notice in writing terminate the Consultant's employment under this Appointment.
- 12.2 The Client shall be entitled at any time in its absolute discretion to terminate the employment of the Consultant under this Appointment by giving no less than 28 days' notice in writing.
- 12.3 The Client may by notice in writing suspend the performance of all or part of the Services.
- 12.4 In the event of termination under Clauses 12.1 or 12.2 or suspension under Clause 12.3 the Consultant shall take all steps necessary to ensure a safe termination or suspension of the Services.
- 12.5 In the event of a suspension of the Services under Clause 12.3, the Client may by a written notice require the Consultant to resume the performance of the Services and the Consultant shall as soon as reasonably practicable then resume the performance of the Services.
- 12.6 In the event of a suspension of the Services for longer than 6 months, the Consultant may request in writing that the Services be resumed. Unless written instructions to resume are given by the Client within 28 days after the Consultant's request, the employment of the Consultant shall determine upon the expiry of that 28 day period.
- 12.7 Subject to Clause 12.8 in the event of termination under Clause 12.1, 12.2 or 12.6 or upon suspension of the Services under Clause 12.3, the Consultant shall be entitled to:
- (a) any instalment of the Fee due and owing at the time of termination or suspension and a fair and reasonable proportion of the next instalment of the Fee to become due following the date of termination or suspension having regard to the Services which have been provided by the Consultant prior to termination or suspension;
 - (b) such reasonable costs and expenses as are reasonably incurred by the Consultant in relation to such suspension provided that the Consultant has taken all reasonable steps to minimise and prevent such costs and expenses and provided further that this Clause 12.7(b) shall not apply in the event of termination or suspension by reason of non-performance of and/or breach by the Consultant.

- 12.8 In the event of termination pursuant to Clause 12.1 or suspension of the Services under Clause 12.3 by reason of non-performance of and/or breach by the Consultant of the terms of this Appointment, no monies shall be payable to the Consultant until the Client has ascertained the amount of any direct loss and/or damage caused to the Client by the termination or suspension by reason of non-performance or breach by the Consultant of the terms of this Appointment and the Client shall be entitled to deduct the same from any monies otherwise due in accordance with Clause 12.7 or to claim the same from the Consultant as a debt.
- 12.9 Except as set out in Clause 12.7 the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance, loss of contract or other similar losses) arising out of the suspension of the Services or the termination of the Consultant's employment under this Appointment.
- 12.10 Upon any termination or suspension of the Appointment the Consultant shall if required by the Client forthwith deliver to the Client the Documents (whether in the course of preparation or completed).
- 12.11 Termination of the Consultant's employment under this Appointment shall not affect the accrued rights and remedies of either party in relation to any negligence omission or default or breach of contract of the other party prior to such termination and the provisions of this Appointment shall continue to bind the parties for as long as necessary to give effect to their respective rights and obligations.

13. **Compliance**

The Consultant shall perform the Services in accordance with all applicable legislation and comply with all statutory duties relating to the Services and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has jurisdiction over the Project or with whose systems the Project is or will be connected, including, without limitation, the duties of a designer and principal designer under the CDM Regulations.

14. **Notices**

- 14.1 Any notice to be given under this Appointment shall be in writing and shall be deemed to be duly given if delivered to the parties' address and number for service as set out in the Order.
- 14.2 Notices shall be delivered by:
- (a) hand; or
 - (b) pre-paid registered or recorded delivery mail; or
 - (c) facsimile transmission (transmitted before 4.00 pm on a Working Day) and confirmed by first class pre-paid post.
- 14.3 Notices and communications shall be deemed to have been delivered or received in the case of:
- (a) hand delivery on the date of delivery;
 - (b) pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted;
 - (c) facsimile transmission on the date and time the facsimile is successfully transmitted as evidenced by the sender's facsimile transmission slip; and
- a notice given under this Appointment is not valid if sent by email.
- 14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Entire Agreement and Severability

- 15.1 This Appointment sets out the entire agreement between the Consultant and the Client and replaces all prior agreements and understandings. All additions, amendments and variations shall be binding only if in writing and signed by duly authorised representatives of the Client and the Consultant.
- 15.2 If any provision of this Appointment is declared to be invalid or unenforceable it shall not affect the validity or enforceability of the remaining provisions of this Appointment.

16. Dispute Resolution

- 16.1 Subject to Clause 16.3, if any dispute or difference arises out of or in connection with this Appointment the parties shall endeavour in good faith to resolve it by negotiation and without excessive formality within five (5) days of a written notice setting out the nature of such dispute or difference.
- 16.2 If the parties are unable to resolve their dispute or difference in accordance with Clause 16.1 then the parties may attempt to settle it by mediation in accordance with the Centre for Dispute Resolution's Model Mediation Procedure.
- 16.3 If a dispute of difference arises under this Appointment which either party wishes to refer to adjudication, the Technology and Construction Solicitors Association (TECSA) Adjudication Rules current at the date of the referral (or if there is no current version the previous version) shall apply and the nominating body shall be the President or Vice President for the time being of TECSA.

17. Law

This Appointment shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Appointment or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of such enforcement proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18. Partnership

If the Consultant is a partnership then each partner shall be jointly and severally liable. The term Consultant shall be deemed to include any additional partner or partners who may be admitted into the partnership of the Consultant during the currency of this Appointment. This Appointment and the liabilities of the Consultant in this Appointment shall not automatically terminate upon the death, retirement or resignation of any one or more of the partners or upon the admission of an additional partner or partners to the Consultant.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

DESIGN APPOINTMENT

The Football Foundation ("Client") of

10 Eastbourne Terrace, London, W2 6LG

and whose email addresses are pmccormick@premierleague.com and jennie.goodman@footballfoundation.org.uk.

Executed as a deed by)

The Football Foundation)


Peter McCormick OBE (May 11, 2020)

Trustee

Peter McCormick OBE

Print Name

Executed as a deed by)

The Football Foundation)


Jennie Goodman (May 11, 2020)

Authorised Signatory

Jennie Goodman

Print Name

Sports Labs Ltd ("Consultant") whose registered office is at

1 Adam Square, Brucefield Industry Park, Livingston, EH54 9DE

and whose email address is eric@sportslabs.co.uk and richard@sportslabs.co.uk

Executed as a deed by)

Sports Labs Ltd)


Eric O'Donnell (May 2, 2020)

Director


Richard Nixon (May 7, 2020)

Director/Secretary

**Schedule 1
The Services**

All the Services that would reasonably be expected of a Specialist Testing Consultant experienced in carrying out services for projects of a similar size, scope, value, character and complexity to the Project including, without limitation:

As set out in **Schedule 8 – Framework Brief** of the FAC-1:-

Part 1 Project Services

As set out at **Appendix C – STC Scope of Services**
of **Schedule 8 – Framework Brief** of the FAC-1

Part 2 Framework Services

As set out at **Section 5. Alliance Activities**
of **Schedule 8 – Framework Brief** of the FAC-1



Volume 2, Schedule 8

Framework Brief

Contract Ref:	T10351
Date:	April 2020
Issue:	2

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1. Introduction to the Framework Brief

1.1. Introduction

1.1.1. This document describes the way in which the Framework will facilitate the delivery of the “AGP Framework 2020” (“the Framework”) on behalf of the Authority and others accessing this Framework.

1.1.2. The Framework itself is the ACA Framework Alliance Contract, FAC-1, which is primarily focused on enabling collaboration in delivering projects, through those organisations party to the framework. Further information is provided in a briefing paper at **Appendix D – FAC-1 Briefing Paper** and also at <http://www.allianceforms.co.uk/about-fac-1/>.

1.1.3. FAC-1 is a multi-party Framework and links together all of the organisations who are responsible for delivering the Framework. In particular, the main parties to FAC-1 are:-

The Client – The Football Foundation;

The Alliance Manager – The Football Foundation;

Alliance Members (Supplier) – The AGP Supplier, being responsible for the design, manufacture and installation of AGP pitches;

Alliance Member (FMC Consultant) – The Framework Managing Consultant (FMC) being the Consultant responsible for acting in the role of “Employer’s Agent” through RIBA stages 3-7 in the management of the delivery of AGP pitches;

Alliance Member (STC Consultant) – The Specialist Testing Consultant (STC) being the Consultant responsible for undertaking specialist testing and key stage inspections (KSIs).

1.1.4. Other organisations may join the Framework at any point and subject to agreement of all Alliance Members.

1.1.5. Any Contracting Authority as named in the Contract Notice may access the Framework to “call-off” services during the term of the overall Framework.

1.2. Purpose

1.2.1. The purpose of the Framework Brief is to provide Framework Operators and those Authorities accessing the Framework with information relating to the scope of works and services that can be undertaken through the Framework.

1.2.2. This document sets out the full scope of works and services for both the “AGP Supplier”, the “Framework Managing Consultant” (FMC) and the Specialist Testing Consultant (STC):-

- AGP Supplier Scope of Works/Services (see [2. AGP Supplier Scope of Works/Services](#))

- FMC Scope of Service (see [3. FMC Scope of Services](#))
- STC Scope of Service (see [4. STC Scope of Services](#))

- 1.2.3. The AGP Supplier will be awarded work under the **Competitive Award Procedure** on the basis that this is a “Multiple Provider” framework. Works will be “called-off” in accordance with **Part 2: Competitive Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.
- 1.2.4. Under certain circumstances, the AGP Supplier will be awarded work under the **Direct Award Procedure**. Works will be “called-off” in accordance with **Part 1: Direct Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.
- 1.2.5. The FMC will be awarded work under the **Direct Award Procedure**, on the basis it is a “Single Provider” framework in accordance with **Part 1: Direct Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.
- 1.2.6. The STC will be awarded work under the **Direct Award Procedure**, on the basis it is a “Single Provider” framework in accordance with **Part 1: Direct Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.
- 1.2.7. The following sections describe the scope of works and services for the AGP Suppliers, the FMC and the STC.

1.3. Background to the AGP Framework 2020

- 1.3.1. This Framework is intended to meet the Authority’s overall vision for greater participation in sport.
- 1.3.2. The majority of AGP’s in the UK are constructed by or with the support of either the Football Foundation (FF), Football Association (FA), Rugby Football Union (RFU), England Hockey (EH), and / or Sport England (SE). With the high level of demand for such facilities, the FF / FA/ RFU/ EH and SE have collaborated to develop and procure three separate frameworks; one for a nominated Framework Managing Consultant (FMC), one for a Specialist Testing Consultant (STC) and one for Suppliers of Artificial Grass Pitches.
- 1.3.3. An independent review of the existing arrangements has been undertaken to determine the most appropriate strategy to procure the next iteration of the Framework. The AGP Framework 2020 will be the third iteration of the Framework.
- 1.3.4. Key assessment criteria of the Framework are to primarily: maintain the **quality** of the pitches, promote **innovation** and obtain **best value**.

- 1.3.5. **Early Supplier Involvement** will see the competitive award procedure occur far earlier in the process than previous iterations. This will bring suppliers into the process early to **influence design** development and to **introduce innovative solutions**.
- 1.3.6. **The Framework** will provide the ability for suppliers to be more proactive with initiatives which will benefit the Framework
- 1.3.7. The total funding requirement to deliver the overall programme is in the region of £252m with approximately £242m allocated to the AGP Supplier Framework and the remainder to the FMC/STC Frameworks. Funding is anticipated to be mainly from FF although other funding streams may be available from local non-traditional funding and third-party partners.
- 1.3.8. The Authority's funding requirements are subject to continual review. Therefore, there is no guarantee of work through the framework and the successful Framework Operators will have no claim for loss of profit arising from the Authority's reduced funding over the life of the framework.

1.4. Procurement Route (Two Stage Design & Build)

- 1.4.1. The Authority's preferred method of procurement is "Two Stage Design & Build" using an integrated contract comprising of a Pre-Construction Services Agreement (PCSA) and the JCT Design & Build Contract (DB2016).
- 1.4.2. This method of procurement shall be used regardless of the method of award procedure, i.e. this shall be used for both "Direct Award" and the "Competitive Award Procedure".
- 1.4.3. For the "Direct Award" procedure, for the FMC and STC the "Framework Rates" will be used in calculating the project fee.
- 1.4.4. For the "Competitive Award Procedure" the AGP Suppliers, will compete on the basis of the following:-
 1. Percentage rates for Central Office Overheads and Profit
 2. Fixed Sum for Site Overheads (Preliminary Costs)
 3. Fixed Sum for Design Fees
 4. Fixed Sum for Pre-Construction Activities
 5. Maximum Target Cost for the build cost
- 1.4.5. Under the above method, the AGP Supplier will compete on the basis of providing full costs against a "Contract Sum Analysis", consistent with the JCT Design & Build Contract 2016.
- 1.4.6. The lowest price tender received will obtain the maximum weighted percentage score.
- 1.4.7. The "Competitive Award Procedure" will be conducted adopting MEAT (Most Economically Advantageous Tender) criteria, i.e. The evaluation will be based on cost and quality aspects.

The Authority reserves the right to vary the balance between quality and cost, dependent upon each project. For the majority of projects, particularly those below £1m in value, the qualitative aspects will be assessed on a “Pass/Fail” basis by achieving a minimum “Pass” score. All those who achieve a “Pass” will then be assessed on price, where the lowest price will result in a successful tender. For more complex projects, or if a Contracting Authority wishes to include a weighted element to the qualitative aspects, then this is permitted.

- 1.4.8. In the case of a “Competitive Award Procedure”, the procurement of the AGP Supplier will be undertaken at the end of **RIBA Plan of Work Stage 2: Concept Design**.
- 1.4.9. For both the “Direct Award” and “Competitive Award Procedure”, the AGP Supplier will enter into a Pre-Construction Services Agreement (PCSA) at the end of **RIBA Plan of Work Stage 2: Concept Design**.
- 1.4.10. The AGP Supplier will assume design responsibility from **RIBA Plan of Work Stage 3: Developed Design** to **RIBA Plan of Work Stage 4: Technical Design** working in accordance with the requirements of the PCSA agreement, see **Schedule 5 – Template Documents, Part 1: Call-Off Contracts**. The AGP Supplier will develop the designs through RIBA Plan of Work Stages, 3-4 and present their final “Contractor’s Proposals” to the Authority.
- 1.4.11. When the Contract Sum is agreed at the end of **RIBA Plan of Work Stage 4: Technical Design**, the AGP Supplier will enter into a Building Contract with the Authority under the JCT Design & Build Contract 2016, see **Schedule 5 – Template Documents, Part 1: Call-Off Contracts**.
- 1.4.12. Further details relating to the “Call-Off Contracts” for both the FMC and the AGP Supplier can be found at:-
- AGP Supplier Call-Off Contract at [2.3 Call-Off Contract](#);
 - FMC Call-Off Contract at [3.3 Form of Call-Off Contract](#).
- 1.4.13. The model forms of Call-Off Contract can be found at **Schedule 5: Template Project Documents, Part 1: Call-Off Contracts** of **Volume 2 – The Framework Alliance Contract**.

2. AGP Supplier Scope of Works/Services

2.1. Project Scope of Services

- 2.1.1. The AGP Supplier will be required to undertake “Project” and “Framework” duties. “Project” duties are further described at **Appendix A – AGP Supplier Scope of Works/Services**. “Framework” duties are further described at [4. Alliance Activities](#).
- 2.1.2. The AGP Supplier should also refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the FAC-1 which provides the detailed specifications in relation to the works to be delivered through the Framework.
- 2.1.3. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each mini-competition shall set out the specific duties required of the AGP Supplier, specific for each project.
- 2.1.4. The full scope of services required by the Authority for the role of AGP Supplier is set out at **Appendix A.1 – AGP Supplier Scope of Works/Services** and **A.2 – Design Services**.
- 2.1.5. The AGP Supplier shall undertake design services from RIBA Plan of Work Stage 3: Developed Design to Stage 7: In Use based on the scope of design services set out at **A.2 Design Services**.
- 2.1.6. The AGP Supplier should refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Agreement which provides the Authority’s standard specification of works in relation to the delivery of AGP pitches to be delivered through the Framework.

2.2. Specification of Works

- 2.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGP Supplier under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Alliance Contract.
- 2.2.2. The specifications provide a “template” for use under each project “called-off” under the Framework. Each project “called-off” under the Framework will involve the issue of “Employer’s Requirements” specific to each project and will form the basis for how the AGP Supplier shall respond to the tender opportunity.
- 2.2.3. The Alliance Team Members (The Client, AGP Suppliers, the FMC and the STC) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.

2.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.

2.2.5. The AGP Supplier will be provided with documentation based on this template documentation when a call-off competition is undertaken.

2.3. Form of Call-Off Contract

2.3.1. The AGP Supplier will enter into a **Pre-Construction Services Agreement (PCSA)** at the end of RIBA Stage 2: Concept Design, following either a “Direct Award” or “Competitive Award” procedure. See **Schedule 5: Template Project Documents, Part 1: Call-Off Contracts of Volume 2 – The Framework Alliance Contract.**

2.3.2. When the “Contract Sum” is agreed and the “Contractor’s Proposals” accepted by the Authority, then the AGP Supplier will enter into a **JCT Design & Build Contract (DB2016)** at the end of RIBA Stage 4: Technical Design. See **Schedule 5: Template Project Documents, Part 1: Call-Off Contracts of Volume 2 – The Framework Alliance Contract.**

2.3.3. The conditions of contract relating to the “Call-Off” Contracts to be used are provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.

2.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures.**

3. FMC Scope of Services

3.1. Project Scope of Services

- 3.1.1. The FMC will be required to undertake “Project” and “Framework” duties. The detailed “Project Duties” are set out in this section. “Framework” duties are further described at [5. Alliance Activities](#).
- 3.1.2. The detailed “Project Duties” are further described at **Appendix B – FMC Scope of Services**. The FMC should also refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the FAC-1 which provides the detailed specifications in relation to the AGP pitches to be delivered through the Framework.
- 3.1.3. The full scope of services required by the Authority for the role of the FMC is set out at **Appendix B.1 – FMC Scope of Works/Services** and **B.2 – Employer’s Agent Services**.
- 3.1.4. The FMC *may* also undertake “design services” up to **RIBA Plan of Work Stage 2: Concept Design**, in accordance with the duties set out at **A.2 – Design Services**. This is “optional” and the default position is for the Client to undertake Concept Design. The AGP Supplier will be responsible for “design” from **RIBA Plan of Work Stage 3: Detailed Design** onwards.
- 3.1.5. The FMC is required to undertake the role of Employer’s Agent, including also the role of Cost Consultant, Principal Designer and CDM Adviser for RIBA Plan of Work Stages 3-7.
- 3.1.6. The FMC should refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Agreement which provides the Authority’s standard specification of works in relation to the AGP Programme for projects to be delivered through the Framework.
- 3.1.7. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each award procedure shall set out the specific duties required of the FMC.
- 3.1.8. Whilst the exact scope of works will vary depending on the nature of the individual project requirements, a typical project would include the design, supply and installation of AGP pitches.
- 3.1.9. A summary of the role of the FMC is set out in the matrix below with due reference to the appendices relating to the scope of services:-

RIBA Stage	Design Services	Employer’s Agent
0: Strategic Definition	A.2 Design Services (Optional)	
1: Preparation & Brief	A.2 Design Services (Optional)	
2: Concept Design	A.2 Design Services (Optional)	
3: Developed Design		B.2 Employer’s Agent

RIBA Stage	Design Services	Employer's Agent
4: Technical Design		B.2 Employer's Agent
5: Construction		B.2 Employer's Agent
6: Handover & Close-Out		B.2 Employer's Agent
7: In-Use		B.2 Employer's Agent

3.2. Specification of Works

- 3.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGP Supplier under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the Framework Alliance Contract.
- 3.2.2. The specifications provide a “template” for use under each “call-off” competition under the Framework. Each award procedure will involve the issue of “Employer's Requirements” specific to each project and will form the basis for how the AGP Supplier shall respond to the tender opportunity.
- 3.2.3. The Alliance Team Members (The Client, AGP Supplier and FMC) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.
- 3.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.
- 3.2.5. The AGP Supplier will be provided with documentation based on this template documentation when a call-off competition is undertaken.

3.3. Form of Call-Off Contract

- 3.3.1. The Consultant will enter into a call-off Contract, (see **Schedule 5 – Template Documents, Part 1 – Call-Off Contracts**) on each and every Project “called-off” under the Framework. The form of call-off contract is a bespoke “Professional Appointment”.
- 3.3.2. The Authority will award work in accordance with **Schedule 4 – Award Procedures** under Part 1 – Direct Award Procedure.
- 3.3.3. The conditions of contract relating to the “Call-Off” Contract to be used are provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.
- 3.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures**.

4. STC Scope of Services

4.1. Project Scope of Services

- 4.1.1. The STC will be required to undertake “Project” and “Framework” duties. The detailed “Project Duties” are set out in this section. “Framework” duties are further described at [5. Alliance Activities](#).
- 4.1.2. The detailed “Project Duties” are further described at **Appendix C – STC Scope of Services**. The STC should also refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the FAC-1 which provides the detailed specifications in relation to the AGP pitches to be delivered through the Framework.
- 4.1.3. The full scope of services required by the Authority for the role of the FMC is set out at **Appendix C – STC Scope of Services**.
- 4.1.4. The STC shall primarily undertake post construction services from RIBA Plan of Work Stage 5: Construction in relation to the testing of pitches.
- 4.1.5. The STC should refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Agreement which provides the Authority’s standard specification of works in relation to the AGP Programme for projects to be delivered through the Framework.
- 4.1.6. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each award procedure shall set out the specific duties required of the STC.

4.2. Specification of Works

- 4.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGP Supplier under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Alliance Contract.
- 4.2.2. The specifications provide a “template” for use under each “call-off” competition under the Framework. Each award procedure will involve the issue of “Employer’s Requirements” specific to each project and will form the basis for how the AGP Supplier shall respond to the tender opportunity.
- 4.2.3. The Alliance Team Members (The Client, AGP Supplier, FMC and STC) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.

4.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.

4.2.5. The AGP Supplier will be provided with documentation based on this template documentation when a call-off competition is undertaken.

4.3. Form of Call-Off Contract

4.3.1. The Consultant will enter into a call-off Contract, (see **Schedule 5 – Template Documents, Part 1 – Call-Off Contracts**) on each and every Project “called-off” under the Framework. The form of call-off contract is a bespoke “Professional Appointment”.

4.3.2. The Authority will award work in accordance with **Schedule 4 – Award Procedures** under Part 1 – Direct Award Procedure.

4.3.3. The conditions of contract relating to the “Call-Off” Contract to be used are provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.

4.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures**.

5. Alliance Activities

5.1. Introduction

5.1.1. In addition to project specific duties, as defined in each “call-off” project, all Alliance Members (The Client, AGP Suppliers, FMC Consultant and STC Consultant) will be expected to fully participate in the Framework and to work collaboratively to “...create a relationship which promotes a culture of mutual trust, co-operation and confidence in the delivery of Projects”.

5.1.2. To this end, the form of Framework Agreement is the Framework Alliance Contract (FAC-1), published by the Association of Consultant Architects (ACA) and is provided at **Volume 2 – The Framework Alliance Contract**.

5.1.3. In particular, Alliance Members are referred to **Clause 6: Alliance Activities, Supply Chain Collaboration & Timetable** of FAC-1.

5.2. Framework Duties

5.2.1. Typically, Alliance Members will be expected to participate in the following activities:-

- Attendance at framework co-ordination and development meetings;
- Participation at seminars and workshops;

- Participation in regular meetings with other Alliance Members (AGP Supplier, FMC Consultant and STC Consultant) and the Client to share best practice in relation to project delivery at not more than six monthly intervals throughout the duration of the framework;
- Participation in best practice, benchmarking, risk management, best value and supply chain exercises;
- Contribute to research and development opportunities to improve the quality and lifespan of 3G pitch facilities delivered under the Framework;
- Develop common supply chains for components and services in connection with the delivery of the AGP Programme, intended to improve quality and value.

5.2.2. These activities will be an integral element of Alliance Members' participation in the Framework and any associated costs will be considered to be included within the costs reimbursed to Alliance Members through individual project called off under the Framework.

5.3. Alliance Activities

5.3.1. The Alliance Members shall work collaboratively and define specific "Alliance Activities" to be delivered through the Framework, in accordance with the Timetable (see **Schedule 2: Timetable** of FAC-1).

The Timetable will be monitored by the Alliance Manager throughout the Framework.

Appendix A.1

AGP Supplier Scope of Works/Services

Appendix A.1

AGP Supplier Scope of Works/Services

For Two Stage Design & Build

Pre Contract Scope of Services (RIBA Stages 3-4)

The AGP Supplier will be required to undertake the following:-

1. Work collaboratively with the Design Team in developing the Employer's Requirements and design through Stage 3: Developed Design to Stage 4: Technical Design;
2. Prepare "Contractor's Proposals" based on the Employer's Requirements from Stage 3: Developed Design to Stage 4: Technical Design. Services to be in accordance with the design services set out at Appendix A.2;
3. Prepare sub-contract packages of work and manage all procurement activity associated with each package including analysing tender returns and making recommendations on supply chain packages;
4. Undertake further "Design Development" to ensure the "Contractor's Proposals" are fit for purpose;
5. Satisfy any planning conditions;
6. Finalise any design and obtain costings in relation to any provisional sums;
7. Geotechnical/ground report in connection with site investigation.
8. Provide advice on costings of various elements of the work;
9. Attend and contribute to Design Team meetings;
10. Attend and participate in value engineering workshops;
11. Attend and participate in risk management workshops;

Post Contract Scope of Services (RIBA Stages 5-7)

The AGP Supplier will be required to undertake the following:-

1. Undertake further technical design as required, based on incomplete technical design at the end of Stage 4: Technical Design;
2. Perform the role of Principal Contractor under the CDM Regulations 2015;
3. Submit statutory notices in respect of building regulations approvals;
4. Provide information to the planning authority in respect of the discharge of any planning conditions set out in the initial planning permission documentation. N.B. The Employer's Requirements will provide the planning consents and any conditions to discharge;
5. Attend meetings called by the Employer's Agent in accordance with the Employer's Requirements;
6. Execute the "Works" in accordance with the Employers' Requirements and Contractor's Proposals and in particular:
 - a. Preparation & installation of AGP pitch, to meet Employer's Requirements;

- b. Design, supply and installation of perimeter fencing;
 - c. Design, supply and installation of sports equipment and site furniture (goalposts, nets etc);
 - d. Design, supply and installation of floodlighting;
 - e. Design, supply and installation of hard landscaping areas;
 - f. Design, supply and execution of all other ancillary works.
- 7. Undertake post completion monitoring of the facility and address any defects during the defects liability period;
 - 8. Provide copies of all operation manuals and other such information for the Health and Safety file in accordance with the CDM Regulations 2015;
 - 9. Prepare and submit for approval the final account;
 - 10. Attend and participate in any post completion reviews.

Appendix A.2

Design Services



Schedule 8: Framework Brief

Appendix A.2

Design Services

AGP Framework 2020

Scope of Services

A.2: Design Services



Service: Architecture

Ref	Scope of Service
1.0	General Services
1.1	<p>The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate</p> <ol style="list-style-type: none"> 1. In accordance with the Employer's Requirements 2. The site specific brief and any site master plan (if applicable). 3. Briefing requirements that will emerge through discussions. 4. Statutory and local authority requirements. 5. CDM Regulations 2015. 6. You must confirm in writing that all of the above requirements have been met. <p>The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing requirements are superseded.</p>
1.2	Undertake the role of Lead Designer (but excluding the Principal Designer Role in accordance with the CDM Regulations 2015) and co-ordinate with the Employers Agent and with other members of the design team throughout the Project in order to ensure an integrated design process.
1.3	Attend meetings with The Employer and Project team as required throughout the duration of the project.
1.4	Ensure that designs meet the requirements of The Employers brief and the relevant Planning Authority and that any variations to this are approved by The Employer.
1.5	Proactively seek the latest required standards and details of any scheme specific funding requirements from The Employer.
1.6	Assume responsibility for the structural integrity of the construction, where the Architect assumes a design role for the building structure.
1.7	Participate pro-actively in any collaborative design / project management system that The Employer deem appropriate from time to time
1.8	Participate in value engineering, value management, sustainability and risk management workshops and exercises throughout the project duration as and when required.
1.9	Co-operate at all times with the Principal Designer and provide design information and designers risk assessments.
1.10	Endeavour to maximise the cost-effectiveness of the design (in so far as it is within the Consultant's power to do so).
1.11	Attend and participate at consultation events with the community, local councillors and other stakeholders throughout each stage of the project. Provide exhibition boards and other materials as required by The Employer for such events. Update proposals to reflect the outcomes. Agree with The Employer the extent of the scope of the consultation prior to appointment.
1.12	Advise Client on the extent of Statutory Approvals required, Planning, Building Control etc.
1.13	Enter into the required design warranties
1.14	Participate in the change control procedures and monitor design development against the project Budget.
1.15	Meet and consult with local planning authority and other relevant statutory authorities, as required and at each stage of the project. Amend design to reflect comments and feedback received. Agree with The Employer the extent of the scope of the consultation prior to appointment.
2.0	RIBA Stage 0 - Strategic Definition

Ref	Scope of Services
2.1	Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the Architectural services.
2.2	Arrange for a measured survey of the site to be carried out, to include topographical, boundary and elevational survey (of existing building(s) and surrounding buildings) and services trace.
2.3	Advise the client on the need for any additional consultants, specialists or pre-contract work. Arrange for appointment of additional consultants or specialists on a sub-consultancy basis.
2.4	Carry out an inspection of the site and subsequently consult as necessary with any local or other authority on matters relating to the proposed Works. Submit an initial outline feasibility report to the Employer setting out initial options, constraints, contextual analysis and recommendations for further investigation.
2.5	Liaise with the other members of the Project Team and undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the Employer approved brief.
2.6	Provide advice where required on the application of Modern methods of Construction.
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Present an initial appraisal, liaising with the Client's Employer's Agent to co-ordinate feasibility costs and submit, through the Employer's Agent, a Feasibility Report to the Client.
3.2	Provide information for updated Cost information and Project Strategies
3.3	Provide an itemised statement to confirm any departures of the designs from the clients Design Brief and the specific project brief.
3.4	Attend meetings as necessary to discuss requirements including timescale and any financial limits; assess these and give general advice on how to proceed and agree scope of services
3.5	Obtain from the client information on the site, including available plans of the site, any existing buildings on the site, boundary fences and any other enclosures, any known easements, encroachments, underground services and statutory services, rights of way, rights of support and other relevant matters
3.6	FMC Design Team Visit the site and carry out an initial appraisal to determine options for location of the AGP
3.7	Provide an initial programme for the undertaking the feasibility works
3.8	Carry out studies/options appraisal as necessary to determine the feasibility of the Authority's requirements.
3.9	Provide an 'As Existing' Plan to be appropriately scaled and to indicate the facility in it's current form.
3.10	Undertake a Condition Survey of the existing facility to include commentary on the age, nature and construction of the facility, as well as elemental details of the following: <ul style="list-style-type: none"> • sub-base • drainage systems • shock-pad • fencing systems • floodlighting systems
3.11	Where the condition of the existing shock-pad suggests that it is suitable to be retained, undertake an assessment/test to determine its characteristics in a manner which will allow the Framework Operator to provide a design which includes the shock-pad within their system.
3.12	Review with the Authority, alternative design and construction approaches and cost implications.

Ref	Scope of Services
3.13	Advise on the need and implications of obtaining planning permission and consult with the local planning authority
3.14	Undertake a flood risk assessment of the proposed site and report findings
3.15	Prepare options of outline proposals and an approximation of the total project cost including construction cost for approval by Framework Partners
3.16	Produce an appropriately scaled Site Plan to indicate site boundary, site access points and position of pitch on site
3.17	FMC to attend initial meeting to discuss requirements including timescale and any financial limits; assess these and give general advice on how to proceed and agree scope of services including providing a fee proposal
4.0	RIBA Stage 2 - Concept Design
4.1	Prepare outline "Concept Designs" based on the Design Brief and present to the Authority
4.2	Work with the Employer's Agent and assist them in developing a Cost Plan based on your concept designs, ensuring that all concepts meet the design brief and are within the project budget.
4.3	Develop designs from the Project objectives and solutions identified and agreed in the Value Management workshops in conjunction with other members of the design team and in accordance with the Project timetable.
4.4	Attend and participate at workshops (with sustainability/M&E consultants, where appointed), to ensure that the scheme meets the required sustainability benchmarks. Update proposals to reflect the outcomes.
4.5	Coordinate a viability study, Energy Strategy, development brief and Design and Access statement (where appropriate), with the Employer's Agent, for the scheme proposals as required by the planning authority.
4.6	Prepare information for use by the employer's agent/cost consultant to prepare a cost report and for each scheme design iteration, provide information to the employer's agent/cost consultant to produce an updated cost plan.
4.7	Provide a Topographical Survey related to an appropriate datum with spot levels for the proposed pitch location and surrounding area
4.8	Provide a Primary Geotechnical Survey to determine subsoil conditions which includes boreholes to confirm soil profile, permeability tests, laboratory analysis of soil, CBR ratings etc. Provide a report to confirm whether the primary survey is sufficient to undertake the pitch design or whether further enhanced surveys are required (Further Enhanced Surveys to be carried out under Stage 3)
4.9	Provide a Utilities Search and provide a plan indicating location of existing water, gas, electric and telephone supplies, and any drainage to the proposed location of the pitch
4.10	Provide an Electrical Capacity Survey of the incoming electrical supply to the site to determine if there is sufficient capacity to allow the installation of new floodlights
4.11	Provide Drainage Capacity Survey of any existing drainage systems and potential outfalls to determine suitability to discharge surface water from proposed pitch
4.12	Carry out an appraisal as necessary to determine the feasibility of Concept Design and the Framework Partner's requirements.
4.13	Undertake a desk top flood risk assessment of the proposed site and report findings

Ref	Scope of Service
4.14	Provide Water Supply Survey of any existing water supplies and/or boreholes to determine suitability to supply water to proposed pitch
4.15	Develop an outline scheme design from the agreed option taking into account amendments requested by Framework Partners. This is to include details of the pitch size, line markings, fencing position and height, position of goal recesses and access gates.
4.16	Provide details of all proposed external works, including access pathways and hard and soft landscaping
4.17	Provide a pre-tender estimate of the proposed costs for the scheme
5.0	RIBA Stage 3 - Developed Design
5.1	Develop scheme designs to planning application stage, through an iterative design process with client direction and sign-off through each iteration.
5.2	Advise on scope of and requirement for other consultants, necessary for input up to submission of planning application and tender stage.
5.3	Act as lead designer, managing, monitoring other consultants designs and technical information and coordinating the input of other design consultants and surveys.
5.4	Advise Client on the extent of Statutory Approvals required, Planning, Building Control etc. Consult with Planning Authorities, Building Control, Fire Authorities, Highways and other relevant organisations to develop the project and co-ordinate presentation(s) if required.
5.5	Make all necessary submissions to Statutory Authorities and obtain approvals.
5.6	Prepare pre-application information (to include a site and area analysis and 3D models) to present to the local planning authority and other relevant statutory authorities.
5.7	Ensure that your design is compatible with the structural engineer's proposals amending your proposals where appropriate.
5.8	Produce or procure visualisations/CGI images for consultation events, pre-application meetings with planners and the planning application, as required.
5.9	Obtain The Employer's approval to the design proposals showing spatial arrangements, material and appearance, and landscaping prior to submitting any planning application.
5.10	Obtain the design team's approval of the type of construction, quality of materials and standard of workmanship for subsequent approval by the Client.
5.11	Confirm in writing that the design complies with all of the design requirements contained in The Employer's design brief, prior to submitting the planning application.
5.12	Prepare and present for approval a design for the scheme in sufficient detail to enable a full Planning Application to be submitted and for incorporation into Employer's Requirements.
5.13	Apply to the Local Planning Authority for full planning permission and undertake all necessary consultation associated with the process
5.14	In conjunction with the rest of the design team, undertake risk assessments and value management exercises when required.
5.15	Prepare specification advice to the client as and when required.
5.16	Provide an itemised statement to confirm any departures of the designs from the clients Design Brief and the specific project brief.

Ref	Scope of Services
5.17	Make revisions to designs to deal with planning authority requirements and resubmit planning application until such time as planning permission is achieved. Present design changes to the Client for approval prior to resubmission.
5.18	Produce details of a floodlighting scheme sufficient to allow the submission of a planning application. This is to include details of number and height of columns, number of luminaires, maintained average illuminance, light spillage diagram etc
5.19	Provide a Noise Impact Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.20	Provide a Biodiversity Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.21	Provide a Lighting Impact Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.22	Provide a Arboricultural Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.23	Provide An Enhanced Geotechnical Survey if previous survey results highlight any additional surveys recommended (Price subject to Site Specific Quotation)
6.0	RIBA Stage 4 - Technical Design
6.1	Develop sufficient architectural designs and specifications from the approved design to enable the Employers Agent to compile an Employer's Requirement document and assist the Employers Agent in the preparation of documents required for tendering purposes.
6.2	Investigate the potential for cost savings and added value that can be achieved against contract sum or agreed maximum price and review any volume supply agreements relating to architectural aspects.
6.3	Work with the M&E consultant to finalise the services strategy. Adapt the design to accommodate any necessary changes and add notes to the drawings indicating boiler positions, water cylinder positions, extract systems, SVP locations, riser locations/sizes, cold water tanks, landlord switch rooms, communal
6.4	Ensure that your design is compatible with the structural engineer's proposals amending your proposals where appropriate. Indicate column positions/sizes on the floor plans.
6.5	Produce indicative section drawing with typical external wall build-up, balcony details, eaves detail and roof structure etc.
6.6	Provide design information to the Principal Designer and other team members as required.
6.7	Ensure the scheme meets the requirements of the Building Regulations.
6.8	Prepare suitable information, submit and obtain discharge of such planning and/or s106 and/or s278 conditions as an architect would be expected to prepare and submit.
6.9	Produce a materials schedule, to include external materials and treatments required for tender pricing. Indicate external materials on plans and elevations.
6.10	Produce an overall rainwater drainage strategy including balcony drainage, and waste water strategy. Co-ordinate design between above and below ground drainage.
6.11	Produce a fire strategy compliant with current legislation and add notes to drawings.
6.12	Produce a site layout plan with indicative external landscaping and indicative lighting proposal
6.13	Prepare a detailed accommodation schedule (including room sizes etc.).

Ref	Scope of Service
6.14	Undertake risk assessments as and when required.
6.15	Undertake value management exercises as and when required.
6.16	Review and comment formally on the buildability, adequacy and suitability of the details and material specifications offered by the appointed contractor. This review to include consideration of any environmental life cycle issues arising out of the proposals.
6.17	Provide a statement of any specific design philosophies or design constraints which should be imparted to tenderers.
6.18	Liaise with the Authority to determine proposed usage of the pitch, the intended level of competition and any other matters which will effect the pitch construction
6.19	Produce the "Contractor's Proposals" for the project, based upon the outline design proposals and site specific information
7.0	RIBA Stage 5 - Construction
7.1	Complete any outstanding designs and work to prepare design packages for obtaining final prices
7.2	Verify and comment on any outstanding supply chain tender proposals and liaise with the Main Contractor, Supply Chain and Other Specialists to finalise designs.
7.3	Visit the site at regular intervals during the construction of the Works in order to inspect the quality of the work and to monitor progress and ensure that the Works are completed fully in accordance with the contract documents.
7.4	Arrange for any special inspections or tests necessary to ensure proper and adequate standards of construction are maintained and that all works are constructed in accordance with the contract documents.
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project prepare any necessary documentation and reports and, if required by the Employer, attend any hearing acting as witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
8.2	Should any Latent defect arise assist the Client with required technical advice and reports highlighting the reason for failure and the required remediation works.
9.0	RIBA Stage 7 - In-Use
9.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Scope of Services

A.2: Design Services



Service: Civil & Structural Engineer

Ref	Scope of Service
1.0	General Services
	The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate
1.1	<ol style="list-style-type: none"> 1. In accordance with the Employer's Requirements 2. The site specific brief and any site master plan (if applicable). 3. Briefing requirements that will emerge through discussions. 4. Statutory and local authority requirements. 5. CDM Regulations 2015. 6. You must confirm in writing that all of the above requirements have been met. <p>The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing</p>
1.2	Act in cooperation with the lead designer and Project Team members on the project at each stage of the project
1.3	Ensure that designs meet the requirements of The Employers brief and that any variations to this are approved by The Employer.
1.4	Attend meetings with The Employer and Project team as required throughout the duration of the project.
1.5	Participate pro-actively in any collaborative design / project management system that the Employer deem appropriate from time to time such as BIM.
1.6	Endeavour to maximise the cost-effectiveness of the structural elements of the project (in so far as it is within the Consultant's power to do so).
1.7	Co-operate at all times with the Principal Designer and provide design information and designers risk assessments.
1.8	Participate in value engineering, value management, sustainability and risk management workshops and exercises throughout the project duration as and when required.
1.9	Enter into the required design warranties
1.10	Carry out and report upon a full site inspection/site survey of any existing structures and undertake, or make recommendations for any special structural investigations or condition surveys which may be necessary.
2.0	RIBA Stage 0 - Strategic Definition
2.1	Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the Architectural services.
2.2	Visit the site, evaluate the structural engineering implications and in liaison with the other members of the Project Team, undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.3	Investigate the various construction types in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.
2.4	Arrange for the carrying out of any geotechnical or other investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.

Ref	Scope of Services
2.5	In conjunction with the rest of the design team, undertake risk assessments and value management exercises as and when required.
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Ensure that the structural engineering design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for structural engineering in any overall cost plan and within the programmed time.
3.2	Develop the structural engineering design within the approved cost and submit to the Employer for approval.
3.3	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.4	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.
3.5	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.
3.6	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.7	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
3.8	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
4.0	RIBA Stage 2 - Concept Design
4.1	Work with the Architect and provide input and support in the role of "Structural Engineer" to the development of "Concept Designs" based on the Design Brief.
4.2	Work with the Employer's Agent and assist them in developing a Cost Plan based on the concept designs, ensuring that all concepts meet the design brief and are within the project budget.
4.3	Attend and participate at workshops with all members of the Project Team, to ensure that the scheme meets the required sustainability benchmarks. Update proposals to reflect the outcomes.
5.0	RIBA Stage 3 - Developed Design
5.1	Develop sufficient structural engineering designs and specifications from the approved design to enable the Employers Agent to compile an Employer's Requirement document and assist the Employers Agent in the preparation of documents required for tendering purposes.
5.2	Ensure that life cycle costings and environmental assessment techniques are applied to the Project and work with the EA/cost consultant to adopt solutions giving the best overall value for money and, where this may result in the cost limit for the Works being exceeded, make recommendations to the Employer and obtain instructions.
5.3	Ensure that all drawings, Employer's Requirements, or other documents necessary for the placing of the contract are completed and are fully coordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
5.4	Ensure that a pre-tender cost check on the design of the structural engineering is prepared based on the tender documentation and inform the Employer of the result of that check.
5.5	Liaise and work with the design team to finalise design proposals
5.6	In conjunction with the rest of the design team, undertake risk assessments and value management exercises when required.

Ref	Scope of Service
5.7	Prepare further designs, specifications and drawings including, if necessary, bar bending schedules for the information of the contractor executing the Works.
5.8	Where required, provide the Employer with drawings or other documents necessary for entering into contract (or alternatively follow the procedure for the appointment of specialist sub-contractors).
5.9	Perform the duties so that the project will comply with all planning agreements, permissions and conditions and with all deeds and documents relating to the project which the Client shall have brought to the attention of the Consultant.
6.0	RIBA Stage 4 - Technical Design
6.1	Finalise detailed civil and structural designs as part of the Contractor's Proposals.
6.2	Attend all technical and design meetings and value engineering work shops called to develop the structural proposals.
7.0	RIBA Stage 5 - Construction
7.1	In collaboration with the other members of the Project Team, assist the Client and Clients representatives in administering the terms of the Works contract during operations on site and relating to the completion of the Works including (but not limited to) all activities in connection with the adjudication of disputes between the Employer and the Contractor.
7.2	Attend the regular meetings with the Contractor and other members of the Project Team as necessary in order to monitor the progress of the Works and the Contractors need for design information.
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Consultant prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
8.2	Should any Latent defect arise in relation to any elements of Structural Engineering assist the Client with required technical advice and reports highlighting the reason for failure and the required remediation works.
9.0	RIBA Stage 7 - In-Use
9.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Scope of Services

A.2: Design Services



Service: Building Services Engineer

Ref	Scope of Service
1.0	General Services
	The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate
1.1	<ol style="list-style-type: none"> 1. In accordance with the Employer's Requirements 2. The site specific brief and any site master plan (if applicable). 3. Briefing requirements that will emerge through discussions. 4. Statutory and local authority requirements. 5. CDM Regulations 2015. 6. You must confirm in writing that all of the above requirements have been met. <p>The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing</p>
1.2	Act in co-operation with the lead designer on the development scheme.
1.3	Ensure that designs meet the requirements of the Employers brief and that any variations to this are approved by the Employer,
1.4	Proactively see the latest required standards and details of any scheme specific funding requirements from the Employer.
1.5	Attend meetings with the Employer as required.
1.6	Participate pre-actively in any collaborative design / project management system that the Employer deems appropriate from time to time.
1.7	Attend all meetings, workshops and other events that may be organised by the Employer in connection with the project, involving meetings with residents and wider stakeholder groups as required on the project. This may involve meetings at weekends and in the evenings.
2.0	Preparation and Brief (Riba Stages 0 and 1)
2.1	Visit the site, evaluate the MEPH engineering implications and in liaison with the other members of the Project Team, undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.3	Receive the Client's instructions and initial brief, including attendance at briefing meetings. Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the architectural services.
2.4	Establish contact with other members of the design team and arrange and chair regular meetings with them throughout the Project in order to review their input to the design process. Establish formal communication procedures and hierarchy of responsibility between the Consultants and introduce procedures to ensure that they work closely together as a team.
2.5	Visit the site and arrange for the carrying out of any investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.
2.6	Investigate the various alternatives in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.

Ref	Scope of Service
2.7	In co-operation with the other members of the Project Team undertake such studies as may be necessary in order to submit proposals on the building services together with options and recommendations to the Employer including an anticipated programme and installation and operational costs and undertake all further work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.8	Undertake value management exercises.
2.9	Undertake risk assessments.
2.10	Obtain the Employer's approval to proceed to Stage 2 which will include the preparation of detailed designs up to tender stage.
2.12	Visit the site and arrange for the carrying out of any investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.
2.13	Investigate the various alternatives in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.
2.14	Liaise with the other members of the Project Team and undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the Employer approved brief.
2.18	Obtain the Employer's approval to proceed to Stage 2 which will include the preparation of detailed designs up to tender stage.
3.0	RIBA Stage 2 Concept Design
3.1	Develop the building services design within the approved cost and submit to the Employer for approval.
3.3	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.
3.4	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
3.5	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
3.6	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.
3.7	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
3.8	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
3.9	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.10	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.11	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.

Ref	Scope of Service
3.14	Ensure that life cycle costings and environmental assessment techniques are applied to the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the Works being exceeded, make recommendations to the Employer and obtain instructions.
3.18	Ensure that all drawings, Employer's Requirements, or other documents necessary for the placing of the contract are completed and are fully co-ordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
3.21	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
3.22	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
3.23	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
3.24	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
3.25	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.26	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.27	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
3.28	In accordance with the Employer's brief complete the design of the building services up to tender stage.
3.29	In accordance with the Employers brief complete the design of the building services forming part of the Employers Requirements for M & E Installations.
3.30	Ensure the life cycle costings and environmental assessments techniques are applied to the project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the works being exceeded, make recommendations to the Employer and obtain instructions.
3.31	Ensure that all drawings, Employers Requirements, or other documents necessary for the placing of the contract are completed and are fully co-ordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
3.32	Ensure that a pre-tender cost check on the design of the building services is prepared based on the tender documentation and inform the Employer of the result of that check.
3.33	Undertake value management exercises.
3.34	Undertake risk assessments.
3.35	Obtain the Employer's approval to proceed to Stage 3.
4.0	RIBA Stage 3 Developed Design
4.1	Develop the building services design within the approved cost and submit to the Employer for approval.
4.2	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.
4.3	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
4.4	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.

Ref	Scope of Service
4.5	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
4.6	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
4.7	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
4.8	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
4.9	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
4.10	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
4.11	Where required, provide the Employer with drawings, specifications or other documents necessary for entering into the Works contract (or alternatively follow the procedures for the appointment of specialist sub-contractors).
4.18	Undertake value management exercises.
4.19	Undertake risk assessments.
4.20	Obtain the Employers approval to proceed to Stage 4.
5.0	RIBA Stage 4 - Technical Design
5.1	Finalise detailed Building Services designs as part of the Contractor's Proposals.
5.2	Attend all technical and design meetings and value engineering work shops called to develop the structural proposals.
6.0	RIBA Stage 5 - Construction
6.1	Review record drawings and guidance on the operation and maintenance of the Project and its services provided by the contractor and report their adequacy or otherwise to the Employer.
6.2	Ensure that the Contractor rectifies all defects within a reasonable time and report to Employer when all defects have been made good.
6.3	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project prepare any necessary documentation and reports and, if required by the Employer, attend any hearing acting as witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
7.0	RIBA Stage 6 - Handover & Close-Out
7.3	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Consultant prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
7.4	Should any Latent defect arise in relation to any elements of MEPH Engineering assist the Client with required technical advice and reports highlighting the reason for failure and the required remediation works.
8.0	RIBA Stage 7 - In-Use

Ref.	Scope of Service
8.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Scope of Services

A.2: Design Services



Service: Specialist Services

Ref	Scope of Service
1.0	Acoustic Engineer
1.1	Undertake acoustic engineering services in connection with the architectural and building services installations to ensure that noise impact is minimised through design and that the project complies with Approved Document E (Resistance to the passage of sound) of the Building Regulations.
2.0	Transport Consultant
2.1	The scope of services provided by the civil engineer or transport consultant will include a review of all junction and access road designs including the submission of detailed design information to discharge planning conditions and obtain section 38 approvals.
3.0	Flood Risk Consultant
3.1	<p>The appointed Flood Risk Consultant will provide the following services:</p> <ul style="list-style-type: none">- Prepare a flood risk desk top report with recommendations based on the current status of the Flood Alleviation Scheme.- Liaise with The Environment Agency.- Prepare a proposal to meet The Environment Agency requirements and satisfy the Planning Authority- Prepare and coordinate a submission for a Section 30 Agreement with the Environment Agency.- Prepare and coordinate information to obtain a Flood Defence Consent.
4.0	Building and Land Surveyor
4.1	<p>The appointed Building and Land Surveyor will provide the following services:</p> <ul style="list-style-type: none">- With reference to the existing site topographical survey provide an updated topographical survey of the site including highways information for the proposed road junction to meet the requirements of the design team.- Undertake condition survey of the existing building to inform the works and capital expenditure required
5.0	Landscape Architect
5.1	Undertake landscape design services in connection with the project and as set out in the Project Brief.

Appendix B.1

FMC Scope of Services

Appendix B.1

FMC Scope of Services

For Two Stage Design & Build

Pre Contract Scope of Services (RIBA Stages 0-2)

The FMC will be required to undertake the following:-

1. Develop the client brief, establish the project programme and agree scope of project;
2. Undertake feasibility reports on sites to assess the suitability for installation of an AGP Pitch including organising specialist surveys such as geotechnical surveys as required;
3. Prepare Concept designs of the facility up to **RIBA Stage 2: Concept Design**, for the AGP Pitch based on “blueprint” design templates and submit all necessary statutory approvals including planning and building regulations. The services described here relate to “Design Services” as further described at Appendix A.2. These services are “optional” and the Client may or may not require these services to be provided;
4. Prepare the “Employer’s Requirements” based on the Template Project Documents contained at **Schedule 5: Project Template Documents**;
5. Manage tender activity for the appointment of the AGP Supplier to undertake the works. This will require checking the tender rates from the AGP Supplier against their tendered framework rates in the case of “Direct Award” and conducting a tender exercise in the case of the use of the “Competitive Award” procedure.

N.B. Items 1, 2 & 3 above are “Optional”. It is envisaged that the Client will undertake these activities. However, these services may be required from time to time, as directed by the Client or Additional Client.

Pre Contract Scope of Services (RIBA Stages 3-4)

The FMC will be required to undertake the following:-

1. Work collaboratively with the AGP Supplier’s Design Team in developing the “Contractor’s Proposals” through Stage 3: Developed Design to Stage 4: Technical Design;
2. Review the sub-contract packages of work and audit all procurement activity associated with each package including analysing sub-contract tender returns and making recommendations on supply chain packages;
3. Check “Contractors Proposals” and designs against the “Employer’s Requirements”, during the design development stage (RIBA Stages 3-4);
4. Analyse the “Contract Sum Analysis” prepared by the AGP Supplier for value for money;

5. Prepare and execute the Building Contract;
6. Organise pre-contract meeting;
7. Perform the role of Principal Designer under the CDM Regulations 2015 up to end of Stage 4: Technical Design.

Post Contract Scope of Services (RIBA Stages 5-7)

1. Act in the role of Employer's Agent during the construction stage through to project completion in undertaking monthly valuations, progress meetings and monitoring the progress of the works and handover under JCT Design & Build Contract 2016;
2. Perform the role of Principal Designer under the CDM Regulations 2015 up to end of Stage 7: In Use;
3. Review any further designs submitted by the AGP Supplier during the construction stage;
4. Agree the Final Account with the AGP Supplier and certify any outstanding payments;
5. Undertake post completion activities including managing defects, reviewing lessons learned and certifying the end of defects period;
6. Attend and participate in any post completion reviews.

e-tender portal

In addition to the general scope of services, the FMC is required to host an electronic tender portal to facilitate the electronic tendering during the competitive award process. The system must meet the following criteria:-

- Ability to exchange information via a safe and secure environment;
- Ability to send and receive messages during a tender process;
- Security provisions around tender opening procedures and different levels of user controls;

The FMC is deemed to have included for all costs associated with the provision of the e-tender portal within their fees, including but notwithstanding the following:-

- All licenses
- Ongoing charges
- Support from the e-tendering provider
- Provision for complete access by the Client and any Additional Client as required in connection with specific tender activity

Appendix B.2

Employer's Agent Services



Schedule 8: Framework Brief

Appendix B.2

Employer's Agent Services

AGP Framework 2020

Scope of Services

B.2: Employer's Agent Services



Service: Employer's Agent

Ref	Scope of Service
1.0	General Services
1.1	To attend meetings in accordance with:- 1nr Pre Start (Construction) Meeting, Site Progress Meetings (Monthly), 1nr Handover / Project review Meeting, 1nr End of defects Meeting
1.2	Take minutes of all meetings attended and produce and issue minutes within five working days of meeting.
1.3	Advise the Employer on project risks of a construction or technical nature, including the identification, assessment of likelihood, impact and mitigation measures for such risks.
1.4	To consult with and pass information to the Principal Designer at all necessary stages.
1.5	<p>The Consultant shall ensure that the design team comply with the following requirements:</p> <ol style="list-style-type: none"> 1. The Employer's current standard Design Brief and contract procedure requirements. 2. The Employer's Requirements 3. The site specific brief 4. Briefing requirements that will emerge through discussions. 5. Statutory and local authority requirements. 6. CDM Regulations 2015. <p>Where such requirements are superceded or updated, the Employers Agent is required to ensure that the design team comply with all such changes.</p>
1.6	Assist with the submission of documentation (Programme, Budget , Tender Report, Scope of Works/Brief only) to funding bodies and any other third parties who have an interest in the project.
1.7	Establish and maintain management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Employer and respective consultants, contractors and sub-contractors, and others concerned in the project, and ensure that they work closely as a team.
1.8	Manage the Change Control Procedures and monitor design development against the Project Budget. Ensure that any difficulties are rectified and the approved cost limit is maintained.
2.0	RIBA Stage 0 - Strategic Definition
2.1	Collate comments and facilitate workshops to discuss Business Case and develop Strategic Brief with project team members.
2.2	Discuss initial considerations for assembling the project team.
2.3	Establish Project Programme.
2.4	Collate feedback from previous projects.
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Receive an initial brief from the Employer and assist in identifying the Employer's requirements, possible design options, timetable and expenditure limits.
3.2	Provide building cost information on each design option to enable the Employer to prepare its financial assessment and feasibility studies. Update this information as required. Within this, highlight base cost (£/sqm) assumptions, abnormal items, allowances for design fees, statutory fees and contingencies for approval by the Employer. The Employer will advise on the required format for such cost advice.
3.3	Visit the site, carry out initial inspections and advise the Employer of any concerns, or requirements for further expert advice
3.4	<p>Prepare feasibility estimates following completion of feasibility drawings prepared by the Architect.</p> <p>Update estimate following allocation on instruction from the Employer. Inform Employer of any variation to scheme costs throughout the Project.</p>

Ref.	Scope of Service
3.5	Prepare an outline timetable for completion of the Services to be incorporated in a feasibility report.
3.6	Advise on and assist with the production of the project brief as this evolves throughout the project.
3.7	Undertake a preliminary technical appraisal of the project sufficient to enable the Employer to decide in what form to proceed. The appraisal shall include advice on the need for specialist consultants, procurement strategy advice and suggested tender procedures (adhering to OJEU procurement procedures where relevant) and an outline programme for completion of the works including dates for tender invitation, tender return, start on site and Practical Completion, for approval by the Employer.
3.10	Assist as required with the submission of documentation and coordination of responses to third parties who have an interest in the project.
3.11	Advise the Employer on the cost of the project, including the cost of alternative design and construction options. the Employer will advise on the required format for such cost advice.
3.12	Take a lead role in monitoring that the scheme is designed to budget cost
3.13	Provide all necessary reasonable assistance (of a technical nature) to the Employer and the Employer's legal representatives, where relevant, in securing the acquisition of the site and any related agreements.
3.14	Prepare a risk register in accordance with the Employer's procedures and be responsible for updating the register throughout the project.
3.15	Provide a preliminary cost plan for the project in sufficient detail to assist the other members of the project team to develop their design within the overall cost limit approved by the Employer.
3.16	Undertake value management exercises
3.17	Prepare a cashflow forecast for the purpose of project programming
3.18	Confirm the final brief with the Employer which shall include a detailed programme for completion of the Project and an agreed cost limit.
3.19	Obtain the Employer's approval to proceed to Stage 2.
4.0	RIBA Stage 2 - Concept Design
4.1	Work with the Lead Designer to consider Concept Designs and prepare outline programmes for the Project
4.2	Participate in Design Team meetings and provide advice and support as necessary, to progress the development of the Concept Designs prepared by the Lead Designer, including any input into reports and other documentation provided by the Lead Designer.
5.0	RIBA Stage 3 - Developed Design
5.1	Provide advice on implications of all matters affecting the site/property design, use, cost and programme.
5.2	Ensure that a cost plan is prepared for the project based on the approved cost limit and ensure that copies of the cost plan are given to all Consultants and that they confirm their agreement to the content applying to their own discipline.
5.3	In co-operation with the other members of the Project Team prepare a detailed programme for the production of design information leading up to obtaining tenders for the Works and obtain the Consultants commitment to that programme in writing.
5.4	Co-ordinate the collection of documents from the other members of the Project Team to enable the Employer to enter into Contract and ensure that any adjustments have been made to the documents in order that they conform to the approval given by the Employer.
5.5	Ensure that all drawings, specifications, schedules, pricing schedules or other documents necessary for the obtaining of tenders are completed and are fully coordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
5.6	Provide the Employer with technical advice and support.
5.7	Assess the feasibility of the Employer's standard Employer's Requirements documents.

Ref.	Scope of Service
5.8	Provide an updated cost plan as the project develops and confirm the final cost estimate prior to submission of the planning application.
5.9	Carry out: <ul style="list-style-type: none"> a. An analysis of compliance with the project brief, highlighting any discrepancies between the project brief generally and the preferred design option, to be updated as the design progresses. b. A specific analysis of compliance with any funder's requirements. c. A report in writing summarising the above, submitted to the Employer by the agreed date and to be updated as the project progresses.
5.10	In conjunction with the Employer's appointed architect (or the developer's architect as appropriate), agree with the Employer any changes required to the Employer's project brief in the light of the circumstances of the scheme.
5.11	Liaise with the Architect to ensure that Employer's Requirements are achieved.
5.12	Agree materials and construction specifications with the Consultants for incorporation into the Employers Requirements and keep the Employer fully informed.
5.13	Advise the Employer on financial security issues and provide all necessary reasonable assistance with putting appropriate protection in place including, but not limited to: <ul style="list-style-type: none"> a. Bonds; b. Parent company guarantees; c. Insurances; d. Collateral warranties; e. Appropriate level of retention.
5.14	Obtain the Employer's approval to proceed to Stage 4.
6.0	RIBA Stage 4 - Technical Design
6.1	Advise on the cost, buildability and deliverability of the architect's and other consultants' design proposals for RIBA Stage 3. Provide further cost estimates as required.
6.2	Advise and assist in the selection of prospective contractors including making enquiries and recommending suitable contractors for inclusion on a tender list taking into account the nature of the project and their experience, resources and references obtained.
6.3	Advise the Employer as to the preferred form of contract to be used, prepare all necessary documentation and any other information in this respect.
6.4	Comment on proposed amendments to the form of contract that are appropriate given the circumstances of the scheme.
6.5	Prepare tender documents and issue tender invitations, in accordance with the Employer's Framework requirements and standing orders, JCT practice notes and other standard contract form guidance notes.
6.6	Tender documents are to comprise: <ul style="list-style-type: none"> a. Employer's Requirements (which will either be written by the Employer's Agent or amended from the Employer's standard Employer's Requirements at the sole discretion of the Employer) b. Contract amendments c. Project Brief d. Form of tender e. Instructions for tendering f. Schedules and other necessary documents and materials. Sufficient detail is to be provided to enable a prospective contractor to prepare and submit a compliant tender.
6.7	Advise the Employer of any areas of uncertainty in the tender documents which could give rise to the return of qualified tenders and make recommendations to address these.
6.8	Advise the Employer of any requests received from tendering contractors for further information or an extension to the tender period along with recommendations on any such requests.
6.9	Ensure any tender clarifications and responses to queries are circulated to tendering contractors and the Employer as appropriate.
6.10	Undertake a detailed arithmetical and technical check of tenders received and ensure that any errors are resolved in accordance with the Employer's procedure.
6.11	Review and comment formally against the Employer's Requirements and project brief on any alternative proposals put forward by the contractor/developer. Where Contractor's Proposals conflict with the Employer's Requirements, make recommendations to the Employer to resolve all conflicts

Ref.	Scope of Services
6.12	<p>Prepare a formal report for the Employer on the tenders received, including, but not limited to the following, unless specifically stipulated by the Employer:</p> <ul style="list-style-type: none"> a. Comment on any lack of tender responses; b. Pricing analysis and value for money statement; c. Identification of the tender recommended for acceptance; d. Whether the recommended tender offers value for money, including a full analysis of the tendered sum, a breakdown between works costs and on-costs, including an estimate of any costs that do not qualify for grant funding. e. Identification of any areas of risk; f. A reconciliation between the tender sum and earlier estimates of costs; g. Advice on the acceptability of any provisional sums and any action to be taken in respect of such sums; h. A summary of compliance with the Employer's Requirements and the project brief, highlighting any discrepancies between these and the tendered proposals; i. If there is no recommendation, comment on reasons for this and advise on further options.
6.13	Following instructions from the Employer, negotiate with the recommended contractor to eliminate tender qualifications and provide a further report to the Employer, if necessary.
6.14	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
6.15	Arrange for preparation of and advise on a detailed construction and cost programme by the proposed contractor. All key milestones to be included in the detailed programme - including start and completion of each construction stage in each block or phase, deadlines for Employer choices and samples confirmation, show flat / sales suite completion, standard setting, snagging, desnagging, phasing of handovers and any other specific dates or timescale referenced in the Employer's Requirements.
6.16	In conjunction with the Employer, negotiate with the contractor/developer for the approved scheme.
6.17	Arrange for unsuccessful tenderers to be notified.
6.18	Assist in the preparation of the Pre-Contract Information.
6.19	Issue required notices to and liaise with the Health and Safety Executive as required.
6.20	Ensure that all parties co-operate in respect of health and safety matters and the CDM Regulations.
6.21	Review contract documentation including the Health and Safety Plan to achieve compliance with the CDM Regulations.
6.22	Assist Employer on the competence and resources of the tenderers/contractors to comply with the CDM Regulations.
6.23	Assess contractors' proposals and advise the Employer in respect of health and safety Regulations compliance including the contractor's development of the Health and Safety Plan. Ensure that the Plan is in place.
6.24	Advise Employer on the appointment of the Principal Contractor.
6.25	Ensure Pre Construction Health and Safety Plan is sufficiently developed before construction phase commences. Inform Employer when the Plan has been adequately developed to allow works to commence on site, including welfare provision.
6.26	As soon as adequate information is available complete the Employer's Design Brief compliance check, highlighting areas of non-compliance.
6.27	Assist in the preparation of documentation (Programme, Budget / Tender report, Scope of Works/Brief only) for submission to appropriate funding bodies.
6.28	Agree contractor's cash flow, stage payments and pricing schedule.
6.29	Undertake audit of drawings, checking compliance with regulatory standards, Design Brief compliance, Planning Conditions and section agreements.
6.30	Ensure that the Contractor obtains all necessary statutory approvals for the Project and that all utilities and other necessary services are in place both for the construction phase and for permanent operation following completion of the Project.

Ref.	Scope of Services
6.31	Prepare Contract documentation and arrange for such documents to be executed by the parties.
6.32	Ensure that all necessary insurances requested by the Employer are in place prior to contract.
6.33	Obtain the Employer's approval to proceed to Stage 5.
7.0	RIBA Stage 5 - Construction
7.1	Administer the contract ensuring that the contractor complies with the contract terms.
7.2	Attend all meetings and be a principal member of the project team. Assist in developing the project in accordance with the Employer's procedures and complementary documentation.
7.3	Prepare and collate the contract documents for execution and supervise their completion by all parties to the contract. Ensure that the name of the contractor in the Building Contract corresponds exactly to the name on the Contractor's form of tender. Ensure that works do not start on site until the Building Contract has been executed by the Employer and the Contractor.
7.4	Advise the Employer on the appointment of the Contractor and on the responsibilities of the Employer, Contractor and Employer's Agent under the terms of the Building Contract.
7.5	Obtain copies of insurance policies required by the Building Contract and provide copies of them to the Employer.
7.6	Check that the Contractor has entered into any parent company guarantee that may be required by the Employer prior to work commencing.
7.7	Act as the Employer's Agent under the Building Contract, administering the terms of the contract from commencement until the final account and final statement have been agreed with the contractor and the Certificate of Making Good Defects has been formally issued.
7.8	Ensure that the Contractor prepares and submits a written detailed monthly report at each progress meeting
7.9	Ensure that the contractor has obtained all necessary statutory approvals and licences and supply the Employer with copies of these. Work with the Principal Contractor and Principal Designer to prepare, review and update the Health and Safety File for delivery to the Employer at Practical Completion, ensuring that the file contains all necessary information as specified within the Employer's procedures.
7.10	Take reasonable steps to anticipate problems and take such actions that will resolve them to the best advantage of the project.
7.11	Ensure that rigorous quality management procedures are in place throughout the construction phase.
7.12	Liaise with the STC to ensure any special inspections or tests necessary to ensure that proper and adequate standards of construction are maintained and that all Works are constructed in accordance with the contract documents.
7.13	Arrange and chair on the Employer's behalf, regular progress meetings with the Contractor, notifying the Employer of the date of such meetings in advance and issuing minutes to the Employer and the Contractor. Formal site meetings must be held not less frequently than at one month intervals.
7.14	Visit the site once a month (or more if required) to: a. Attend site meetings, including preparation of agendas, minute taking and issuing of minutes within five working days (including the handover meeting). b. Monitor the progress and quality of the works in compliance with contract documents. c. Ascertain generally that the terms and content of the contract are being complied with. d. Ascertain compliance with planning permissions, including section agreements.
7.15	Visit the site not less than fortnightly, and carry out inspections of the works in progress, ensuring that the works are executed in compliance with the Building Contract. Check on the Employer's behalf that the agreed specification and drawings are being complied with and built to the required quality, all in conjunction with the appointed site inspector: In order to provide a written Report to the Employer advising upon: a. Progress. b. Defects. c. General comments regarding workmanship, materials and storage, site organisation, safety and labour on site. d. Record weather stoppages.

Ref.	Scope of Service
7.16	<p>Liaise with the STC with regard to checks of compliance of the works, and written reports in a format to be agreed with the Framework Representatives, to be carried out at the following stages:-</p> <ul style="list-style-type: none"> • Formation / drainage • Sub-base • Engineered base (if necessary) • Shockpad (if necessary) • Carpet seaming • Carpet sanding • Carpet infilling • Fencing • Floodlighting • Completion (including all other ancillary items such as hard and soft landscaping, sports equipment etc.) • Maintenance
7.17	Advise the Employer of all formal site meetings, snagging inspections, handovers, end of defects inspections and other inspections which may be necessary.
7.18	Check that the Contractor receives and/or complies with all Town Planning requirements (including timely discharge of planning conditions and section agreements obligations), Building Regulations and other consents and requirements. Report progress to the Employer accordingly.
7.19	Issue all certificates/notices required under the Building Contract.
7.20	On a monthly basis, agree with the contractor the amount due for payment under the Building Contract in accordance with the payment terms of Construction Act (2011 amendments) and certify them for payment recommendation to the Employer. Valuations should take account of any reports submitted by the Employer's site inspector only if formally identified as defective works.
7.21	Provide monthly financial reports showing actual and anticipated spending throughout the contract with a breakdown of costs in accordance with the Employer's requirements. These reports are to show deviations to the projected financial spend, anticipated variations to the final account, summarise the effect of known and pending variations, updates on any provisional sum items in the contract and predict the forecast final account sum.
7.22	Ensure the efficient cost management and monitoring of the project.
7.23	Advise at the earliest opportunity the requirement for any change or variation instruction.
7.24	<p>Obtain the Employer's/Funding Bodies prior written agreement to any change or variation or instruction where:</p> <ol style="list-style-type: none"> a. The agreed design and/or specification is proposed to be varied; b. Additional work is necessary beyond that included in the contract documents; c. It is likely that the total effect of variations may increase the contract sum; d. Any item of design or specification previously omitted is to be reinstated.
7.25	Liaise as necessary with the Employer and the Contractor to ensure that designs or design changes proposed by the Contractor during the works are received in good time for consideration and approval by the Employer. This is to include the coordination of timescales in issuing all required Employer instructions such as approval of materials choices, door furniture, colour choices and any other items in order to avoid any possible claim for an extension of time on the basis of delayed/late instructions.
7.26	Advise the Employer whether any designs or changes to designs proposed by the Contractor comply with the project brief and highlight any areas of non-compliance.
7.27	Advise the Employer on any variations it may require, the potential cost/benefit of such variations and the most cost-effective way of obtaining the required changes. This advice is to include any implications for compliance with the Building Contract, potential impacts on programme and achieving project brief objectives.
7.28	Monitor and manage the contractor's performance against the construction programme.
7.29	Instructions for changes or variations under the terms of the contract are to be issued simultaneously to the Employer and the Contractor. Exert proper cost control, and anticipate at the earliest possible opportunity all work necessary to complete the scheme.
7.30	Notify the Employer if it appears that deleterious or otherwise unsuitable materials have been specified in the development and advise on corrective action needed/taken.

Ref	Scope of Service
7.31	Ensure that adequate records are maintained in order that claims or requests for extensions of time by the Contractor may be contested if appropriate. Throughout the construction phase and until all construction accounts are settled, inform the Employer of any contractual claims which have been received or are likely to arise. Make recommendations to the Employer and implement the Employer's instructions.
7.32	Prepare a schedule of outstanding and/or defective works prior to Partial Possession and Practical Completion and report to the Employer on rectification of the scheduled items.
7.33	Check the satisfactory completion of the works, issue a Certificate of Practical Completion/ Partial Possession in accordance with the terms of the Building Contract. When issuing the Certificate of Practical Completion, provide the Employer with a forecast of final works costs.
7.34	Act on behalf of the Employer in considering any claims received from the Contractor.
7.35	Grant extensions of time, if necessary and if agreed with the Employer, in accordance with the conditions of Building Contract.
7.36	Adjust minor variations in accordance with the terms of the Building Contract, prepare the final account and final statement and agree these with the contractor within two months following Practical Completion, certifying this to the Employer.
7.37	Agree value of payments to Contractor/developer and issue Payment/Pay Less Notices in accordance with the Build Contract. Ensure that Payment certificate and original contractor's VAT invoice are submitted to the Employer together.
7.38	Prepare and issue financial statements with every contract payment.
7.39	Issue any Employer's Variation Instructions with the prior consent of the Employer.
7.40	Agree the value of all minor changes as presented by the Contractor resulting from issue of Employer Variation instructions.
7.41	In the event of Partial Possession agree the value of any "relevant part" in accordance with the contract.
7.42	Provide all necessary information to the Employer to enable component accounting to be completed.
7.43	Co-ordinate and monitor any of the following that may be required: <ul style="list-style-type: none"> a. Completion of sectional agreements ensuring that all agreements are in place and that related defects periods commence on or before the date of Practical Completion. b. Prepare for the Employer prior to Handover the documents specified in the Employer's Requirements e.g. Guarantees, Safety certificates, Health and Safety File, Operating and Maintenance manuals, as built drawings etc. c. Handover visit – on date of handover prepare schedule of any outstanding works and/or documentation and ensure that such works are completed within 7 days of handover and such documentation is issued to the Employer within 14 days of handover.
7.44	Provide Key Performance Indicator information in accordance with Schedule 1 of the Framework Agreement
7.45	Monitor and review design issues and liaise with the Principal Contractor in all matters relating to the CDM Regulations.
7.46	Undertake performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent
7.47	Liaise with the STC to ensure performance testing of the completed pitch in accordance with requirements of BS EN 15330-1:2013 Surfaces for sports areas. Synthetic turf and needle-punched surfaces primarily designed for outdoor use. Specification for synthetic turf surfaces for football, hockey, rugby union training, tennis and multi-sports use
7.48	Liaise with the STC to ensure performance testing of the completed pitch in accordance with IRB 22 requirements
7.49	Liaise with the STC to ensure performance testing of the completed pitch in accordance with FIH Handbook of Performance, Durability and Construction Requirements for Synthetic Turf Hockey Pitches
7.50	Liaise with the STC to ensure performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent and FIH Handbook of Performance, Durability and Construction Requirements for Synthetic Turf Hockey Pitches

Ref	Scope of Service
7.51	Liaise with the STC to ensure performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent and IRB 22 requirements
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	Complete and issue Employer handover forms in accordance with the Employer procedures.
8.2	Upon Practical Completion, liaise with the Principal Designer for the scheme to ensure that "as built" drawings are provided and that information on the maintenance of the facility is provided for the Principal Designer to produce a Health and Safety File as required by Construction (Design and Management) Regulations.
8.3	Carry out a Project Review meeting following the Handover meeting on the day of the handover to include the Contractor and specialist sub-contractors and consultants. The Contractor should be encouraged to seek out feedback from key sub-contractors.
8.4	Prepare a completion report to the Employer showing: <ul style="list-style-type: none"> - estimated Final Account - design fee element and works element of estimated Final Account - amount paid to date (broken down into design fee and works elements) - any non qualifying costs for grant purposes; - a comparison between the outturn cost and the approved budget cost; - the actual expenditure against sums included in the contract for specialist works and provisionally measure work; - the costs included against any variation of price condition; - the expenditure against approved variations and additional Works authorised by the Employer; - any lessons obtained from the scheme which could be applied to future projects; - the performance of project participants
8.5	Manage the contractor's performance in making good of defects up to the completion of the defects liability period. Receive reports of defects notified to the Employer during the defects liability period and ensure that they are satisfactorily rectified by the contractor in accordance with the Building Contract.
8.6	Ensure that all defects are rectified. If required, advise the Employer as to the acceptability or not of the Contractor's proposals to rectify complicated or difficult defects
8.7	Act on behalf of the Employer in preparing a schedule of defects outstanding at the end of the defects liability period and ensure that they are rectified by the contractor in accordance with the Building Contract.
8.8	Check all necessary reports, approvals conditions (including section agreements) and certificates have been obtained or discharged.
8.9	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project, prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting if necessary, as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations). Fees for this item to be charged separately.
8.10	If any defects are not resolved within contract timescales advise the Employer on alternative options e.g. resolving works through alternative contractors and the cost for this taken from retention funds held for that scheme.
8.11	Inform the Contractor of any works that will be resolved through alternative contractors (due to a failure to resolve these defects within contract timescales) and the cost that will be deducted from the retention fund held for that scheme.
8.12	Maintain a register of costs for these corrective works resolved through alternative contractors so that the total costs can be deducted from the retention fund at the end of the defects liability period.
8.13	Issue all necessary statements etc. relating to the Final Account that may be required by the Employer or the lending authority.
8.14	Agree the Final Account with the Contractor and issue a final statement/certificate.
8.15	Advising the Employer on the identification of defects when there is any dispute.
8.16	Make arrangements for the Employer and contractor to be present at the end of defects inspection, giving adequate notice for relevant parties to attend.
8.17	Visit each property and prepare a list of defects for 'making good' by the contractor under the contract conditions.

Ref.	Scope of Services
8.18	Monitor the progress of the contractor making good of any defects listed in the end of defects inspection. Prepare a list of any outstanding defects and ensure that these are completed by the contractor within contract timescales. Note: copies of all correspondence and defects/snagging lists must be sent to both the contractor and the Employer.
8.19	Obtain written confirmation from the planning authority that all obligations relating to section agreements have been fully discharged for the purposes of the contract.
8.20	Issue Certificate of Making Good Defects with the agreement of the Employer.
8.21	Assist the Employer in resolving any latent defects that occur during the life of the contract that should reasonably have been foreseen during the construction period and during the defects liability period. . This is to be carried out via email correspondence but any visits to site to inspect the latent defects or attend meetings will be charged as additional costs over and above the Fee Proposal and based on the FMC's hourly / daily rates
9.0	RIBA Stage 7 - In-Use
9.1	Within 12 months of handover, participate in a workshop review of the project to assess Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.
9.2	Manage completion of tasks in Handover Strategy.
9.3	Manage updating of Project Information.

Scope of Services

B.2: Employer's Agent Services



Service: Cost Consultant

Ref	Scope of Service
1.0	General Services
1.1	You are expected to undertake all duties expected of a Cost Consultant/Quantity Surveyor. Generally, managing all costs relating to the project and, when stipulated, co-ordinating and project managing the scheme on behalf of the Authority and drawing the attention of the Authority to any conflict between its instructions or requirements and your own professional judgement; including recommending to the Authority what steps to take in respect of any dispute on the contract and/or final account.
1.2	You shall conform to the current version Quantity Surveyor Services document published by the RICS. All core services shall be adhered as relevant. You should also conform to all relevant Practice Statements, Guidance Notes and information papers published by the RICS.
1.3	Any supplementary services detailed in the letter of appointment should be undertaken in addition to those within this schedule.
1.4	We expect you to manage all costs relating to the project, from initial calculations to the final figures, seek to minimise the costs of the project to the Authority (The Client) whilst enhancing value for money, and achieving the required standards and quality.
1.5	You will perform your duties so as to comply with the Construction (Design & Management) Regulations 2015 and the requirements of any relevant planning approval, building regulations, or other consents or approvals as deemed necessary for the satisfactory completion of the project.
	More specifically you will be expected to carry out the following:
1.6	<p>a) To perform all those duties expected of a cost consultant pertaining to the project, extending from feasibility phase through to the construction phase to issue of the Certificate of Practical Completion, the defects liability period, the issue of the Certificate of Making Good Defects, settling the final account.</p> <p>b) Where directed by the Client you are to act as the lead project consultant and co-operate with any other consultants, the contractor and its sub- contractors ensuring all elements of the works are properly coordinated. In addition to the matters in this schedule, you shall liaise with all other members of the Authority's professional team, including any support consultants, in order to work towards the objective that all members of the professional team are fully briefed upon the relevant activities of other members of the team and this shall be a reciprocal duty of all members of the professional team accordingly.</p> <p>c) You are expected to have a full understanding and knowledge of the Employer's Design Guidance Notes, Employer's Requirements and the site specific brief and budget.</p> <p>d) If you become aware at any time of any conflict of interest or requirements you shall inform us immediately so the most appropriate course of action can be discussed.</p> <p>e) Participate pro-actively in any collaborative design / project management system that the Authority deem appropriate from time to time.</p> <p>f) In line with the Public Services (Social Value) Act 2012, applicants are required to demonstrate how they will provide social value as part of their project specific brief to the Authority. This should outline how the applicant aims to contribute to maximising community benefit to the area in which the project is being delivered, such as through local employment, apprenticeships, community volunteering or other forms of demonstrable social investment . It should also include an explanation of how this will contribute to improving the area's economic, social and/or environmental wellbeing.</p>
1.7	The Authority must be advised in writing, at the earliest opportunity, if discrepancies exist between requirements or if any item contained in the foregoing is at variance with your professional opinion.
1.8	Any departure from the above requirements must be by the express written agreement of the Authority, and by accepting this appointment you have agreed that any briefing requirement does not diminish your duty of care and responsibility for compliance of design, supervision and administration of the project. This however, should not limit your ability and duty to advise upon and co-ordinate the scheme, or to draw to the attention of the Authority any conflict between its instructions and your professional judgment in carrying out the works.

Ref	Scope of Service
1.9	It is a condition of this appointment that the function of the cost consultant will be supervised executively at partner/director level. Day-to-day work is to be carried out by personnel who are suitably qualified and experienced as appropriate to their role in the process.
2.0	RIBA Stage 0 - Strategic Definition
2.1	
2.2	
2.3	
2.4	
3.0	RIBA Stage 1 - Preparation & Brief
3.1	
3.2	
3.3	
3.4	
4.0	RIBA Stage 2 - Concept Design
4.1	Work with the Lead Designer to consider Concept Designs and prepare outline cost plans for the Project
4.2	Participate in Design Team meetings and provide advice and support as necessary, to progress the development of the Concept Designs prepared by the Lead Designer, including any input into reports and other documentation provided by the Lead Designer.
5.0	RIBA Stage 3 - Developed Design
5.1	Receive the Authority's instructions for initial brief. Clarify, roles and responsibilities in relation to other consultants
5.2	Understand the Authority's needs and objectives, business case and possible constraints on development.
5.3	Advise on and assist with the production of the Employer's Requirements as this evolves throughout the project.
5.4	Provide a feasibility estimate based upon benchmark cost for projects of a similar nature. Agree with the Authority what should and should not be included in the estimate. Advise on any exceptional and/or abnormal costs. At feasibility stage it is likely that there will be a level of uncertainty on design, specification ground conditions etc. Specific allowances based on knowledge of the proposed scheme and location and to be agreed with the Authority should be allocated to these items to enable the Client to take a view on the construction risk of the project
5.5	Assist as required with the submission of documentation to third parties who have an interest in the project
5.6	Advise on the scope of future services
5.7	Undertake a preliminary technical appraisal of the project sufficient to enable the Authority to decide whether and in what form to proceed. The appraisal shall include advice on the need for specialist consultants, procurement and suggested tender procedures (adhering to OJEU procurement procedures where relevant) and an outline programme for completion of the works including dates for tender invitation, tender return, start on site and practical completion, for approval by the Authority.
5.8	Advise the Authority of benchmark comparators to support order of cost estimate and identify opportunities for cost savings. Advice to include the cost of alternative design and construction options. the Authority will advise on the required format for such cost advice.
5.9	Provide all necessary reasonable assistance to the Authority and the Authority's legal representatives in securing the acquisition of the site and any related agreements.
5.10	Agree updated brief with the Authority to include latest versions of the Authority and statutory requirements.
5.11	Assess the feasibility of the Authority's requirements; review with the Authority alternative design, tender and construction approaches and their cost implications.

Ref.	Scope of Service
5.12	Provide an updated Cost Plan based upon an NRM elemental breakdown (including completion of an updated Standard Summary Sheet; inflation assumptions and provision of benchmark comparators). Agree the Cost Plan with the Authority. Explain the Cost Plan to the Design Team and the Authority and advise on potential savings resulting from alternative forms of construction throughout the design development process and advise on any elements of construction that do not comply with the Cost Plan allowance. This Cost Plan should show costs for different options. The Authority will advise on the required format for such cost advice.
5.13	Carry out interim updates/cost trackers to ensure the Authority aware of cost movements as design progresses.
5.14	Produce a report in writing summarising the above, submitted to the Authority by the agreed date and to be updated as the project progresses.
5.15	In conjunction with the Authority's appointed architect, agree with the Authority any changes required to the Authority's project brief in the light of the circumstances of the scheme.
5.16	Through the design development stages, maintain a risk register and show any items not covered in the cost plan clearly identified in Exclusions list. Risk register to include non-negotiable items in the Authority's brief, title issues, third party consents etc.
5.17	Scrutinise planning documents to ensure conformity with Cost Plan.
5.18	Advise the Authority on financial security issues and provide all necessary reasonable assistance with putting appropriate protection in place including, but not limited to: <ul style="list-style-type: none"> a) bonds; b) parent company guarantees; c) insurances; d) collateral warranties; e) appropriate level of retention.
6.0	RIBA Stage 4 - Technical Design
6.1	Revisit the Cost Plan provided at Stage 3 and prepare Formal Costs Plans (PTE) as per NRM (including completion of an updated Standard Summary Sheet; inflation assumptions and provision of benchmark comparators). Agree the Cost Plan with the Authority. Explain the Cost Plan to the Design Team and us and advise on potential savings.
6.2	Carry out ongoing VE analysis and interim updates/cost trackers to ensure the Authority aware of cost movements as design progresses.
6.3	Liaise with, and provide sufficient information to enable the EA to compile the Tender Documentation to comprise: <ul style="list-style-type: none"> a) Employer's requirements (which will either be written by the Authority's agent or amended from the Authority's standard employer's requirements at the sole discretion of the Authority) b) Preliminary items c) Contract sum analysis d) contract amendments e) Project Brief f) form of tender g) instructions for tendering h) schedules and other necessary documents and materials.
6.4	Advise the EA of any areas of uncertainty in the tender documents which could give rise to the return of qualified tenders and provide recommendations to address these.
6.5	Provide timely responses to the EA regarding queries from tendering contractors as appropriate.

Ref	Scope of Service
6.6	<p>Prepare a formal report for the Authority on the tenders received, including, but not limited to the following, unless specifically stipulated by the Authority:</p> <ul style="list-style-type: none"> a) confirmation that the tender results demonstrate genuine competition between those tendering; b) identification of the tender recommended for acceptance; c) whether the recommended tender offers value for money, including a full analysis of the tendered sum; d) identification of any areas of risk; e) advice on the acceptability of any provisional sums and any action to be taken in respect of such sums; f) a summary of compliance with the Authority's requirements and the project brief, highlighting any discrepancies between these and the tendered proposals; g) a summary of compliance with any funder's or sponsor's requirements h) if there is no recommendation, comment on reasons for this and advise on further options.
6.7	Following instructions from the Authority, negotiate with the recommended contractor to eliminate tender qualifications and provide a further report to the Authority, if necessary.
6.8	Advise on a detailed cost programme by the contractor.
6.9	Advise whether a sufficient amount of professional indemnity insurance cover is being offered by the consultants and sub-contractors concerned. Obtain details and provide those to the Authority.
7.0	RIBA Stage 5 - Construction
7.1	If required: Visit the site and carry out valuations of the works in progress at intervals appropriate to the stage of construction, ensuring the works are executed in compliance with the Building Contract. Check on the Authority's behalf that the agreed specification and drawings are being complied with
7.2	On a monthly basis, agree with the contractor the amount due for payment under the Building Contract in accordance with the payment terms of Construction Act (2011 amendments) and certify them for the Authority payment. Valuations should take account of any reports submitted by the Authority's site supervisor and/or compliance monitoring team only if formally identified as defective works.
7.3	Provide monthly financial reports showing actual and anticipated spending throughout the contract with a breakdown of costs in accordance with the Authority's requirements. These reports are to show deviations to the projected financial spend, anticipated variations to the final account, summarise the effect of known and pending variations and predict the forecast final account sum. the Authority will advise on the required format for such cost advice.
7.4	Ensure the efficient cost management and monitoring of the project .
7.5	Advise at the earliest opportunity the requirement for any change or variation instruction.
7.6	<p>If required Obtain the Authority's prior written agreement to any change or variation or instruction where:</p> <ul style="list-style-type: none"> a) the agreed design and/or specification is proposed to be varied ; b) additional work is necessary beyond that included in the contract documents; c) it is likely that the total effect of variations may increase th e contract sum; d) any item of design or specification previously omitted is to be reinstated.
7.7	Liaise as necessary with the Authority and the contractor to ensure that designs or design changes proposed by the contractor during the works are received in good time for consideration and approval by the Authority.
7.8	Advise the Authority on any variations it may require, the potential cost/benefit of such variations and the most cost-effective way of obtaining the required changes. This advice is to include any implications for compliance with the Building Contract and achieving project brief objectives.
7.9	Exert proper cost control, and anticipate at the earliest possible opportunity all work necessary to complete the scheme.
7.10	Adjust minor variations in accordance with the terms of the Building Contract, prepare the final account and final statement and agree these with the contractor within two months following practical completion, certifying this to the Authority.
7.11	Provide Key Performance Indicator information for the main KPI's in accordance with the Building Contract.

Ref	Scope of Service
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	Prepare and agree the final account with the Main Contractor within 3 months of Practical Completion.
9.0	RIBA Stage 7 - In-Use
9.1	At handover, participate in a workshop review of the project to assess Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

Scope of Services



A.2: Design Services

Service: Principal Designer

Ref	Scope of Service
1.0	General Services
1.1	The Principal Designer shall fulfil the role of Principal Designer as defined in Regulation 11 and Regulation 12 of the CDM Regulations 2015.
1.2	Liaise with other consultants on the project team and ensure that the services listed hereunder are fully co-ordinated with the services provided by those consultants.
1.3	Ensure all health and safety aspects are properly managed and resolved by preparing or contributing towards the preparation of a pre construction programme.
1.4	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.
1.5	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
1.6	Ensure, as far as resonably practicable, that designers comply with their statutory dutuies under health and safety legislation
1.7	Ensure the team work to reduce risks, coordinate information and generate solutions for construction, maintenance and cleaning that are as risk free and obvious as possible
1.8	Attend meetings with the Client, Employers Agent, other consultants and the Contractor as necessary for the duration of the appointment
1.9	Participate in value engineering, value management and risk management workshops and exercises throughout the project duration
1.10	Generate and organise information for the health and safety file and hand this over at the end of the commision
1.11	Where necessary assist the Client's appointed Health and Safety Representative in complying with the Client's duties as Client under the CDM Regulations 2015
1.12	Verify that Designer consultants have the skills, knowledge, experience and organisational capacity to undertake the services in a manner that secures the health and safety of any person affected by the project.
1.13	Organise and ensure circulation of all pre exisitng informaiton on the project
2.0	RIBA Stage 0 - Strategic Definition
2.1	
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Liaise with the Professional Team and Client and obtain copies of all available information, maps, plans, surveys, reports and other documents relating to the project and any adjacent areas
3.2	Prepare a new Health and Safety File for the project or review and update the existing.
4.0	RIBA Stage 2 - Concept Design
4.1	Review outline "Concept Designs" based on the Design Brief and provide advice and recommendations to the Design Team in respect of compliance with the CDM Regulations 2015.
5.0	RIBA Stage 3 - Developed Design
5.1	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.

Ref	Scope of Services
5.2	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
5.3	Identify and eliminate or control, so far as is reasonably practicable, foreseeable risks to the health and safety of any person: a) carrying out or liable to be affected by construction work; b) maintaining or cleaning a structure c) using a structure designed as a workplace.
5.4	Ensure all designers comply with their duties in the CDM Regulations 2015
5.5	Liaise with the Client and Professional Team and establish the programme and the information required to complete the pre-construction information for the Project
5.6	Liaise with Client and Professional Team and establish the programme and information required to complete the Contractor's construction phase health and safety plan for the Project.
5.7	Obtain the information required from the Client and Professional Team and prepare and maintain the pre-construction information for the project.
5.8	Examine the methods by which the structure might be built and analyse the hazards and risks
6.0	RIBA Stage 4 - Technical Design
6.1	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.
6.2	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
6.3	Identify and eliminate or control, so far as is reasonably practicable, foreseeable risks to the health and safety of any person: a) carrying out or liable to be affected by construction work; b) maintaining or cleaning a structure c) using a structure designed as a workplace.
6.4	Ensure all designers comply with their duties in the CDM Regulations 2015
6.5	Liaise with the Client and Professional Team and establish the programme and the information required to complete the pre-construction information for the Project
6.6	Ensure the contractor is provided with a copy of the health and safety file for use in connection with the project
6.7	Liaise with the Client and Professional Team and establish the programme and information required to complete the Contractor's construction phase health and safety plan for the Project.
6.8	Obtain the information required from the Client and Professional Team and prepare and maintain the pre-construction information for the project.
6.9	Examine the methods by which the structure might be built and analyse the hazards and risks
6.10	Analyse the risk/hazard of any substance, material or equipment specified for during the construction stage.
6.11	Endeavour to ensure that the design includes adequate information about materials which might affect health and safety
7.0	RIBA Stage 5 - Construction
7.1	Liaise with the Principal Contractor for the duration of the Principal Designer's appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the co-ordination of the health and safety matters during the construction phase.
7.2	Assist the Principal Contractor in preparing the construction phase plan by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the construction phase plan including: a) pre construction information obtained by the client; b) any information obtained from designers
8.0	RIBA Stage 6 - Handover & Close-Out

Ref	Scope of Services
8.1	<p>Assist the Principal Contractor in finalising the health and safety file by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the construction phase plan including:</p> <ul style="list-style-type: none"> a) pre construction information obtained from the client; b) any information obtained from designers
9.0	RIBA Stage 7 - In-Use
9.1	<p>At handover participate in a workshop review of the project to assess the Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects</p>

Scope of Services



B.2: Employer's Agent Services

Service: CDM Adviser

Ref	Scope of Service
1.0	General Services
1.1	Liaise with the appointed Principal Designer and other parties to ensure the Client is able to comply with its duties under the CDM regulations 2015 (or as updated, amended or superseded)
1.2	Provide advice to the Client (Project Manager) throughout the planning, design and construction of a project, so that suitable arrangements are made for the health, safety and welfare of all those affected and involved in construction.
1.3	In relation to the project, the CDM Client Advisor will report directly to the Project Manager responsible for the scheme.
1.4	The Project Manager and CDM Client Advisor will meet at regular times in order to monitor the latter's performance.
2.0	RIBA Stage 0 - Strategic Definition
2.1	Carry out a site visit, take photos and feed back on H&S issues associated with the site and surrounding area.
3.0	RIBA Stage 1 - Preparation & Brief
3.1	Provide advice and assistance on the preparation of the Client brief to ensure that it addresses the Client's duties under CDM Regulations 2015.
3.2	Provide advice to the Client on the appointment of suitably skilled, experienced and qualified Designers and Contractors.
4.0	RIBA Stage 2 - Concept Design
4.1	Assist the Client to identify and obtain the pre-construction information for the proposed project, liaising with the Principal Designer and other parties as necessary and providing the information to others as required.
5.0	RIBA Stage 3 - Developed Design
5.1	Assist the Client in ensuring that the arrangements for managing health and safety during the pre-construction phase are working properly and that the Principal Designer is carrying out their duties under the CDM Regulations 2015.
5.2	Liaise with the Client and Principal Designer, including attendance at such meetings on the Client's behalf as may be necessary.
5.3	Liaise with the Client/Principal Designer to review designs and the health and safety information provided, audit the design risk management process and advise the Client accordingly
5.4	Update any information required by the HSE if applicable and submit revised notifications where required
5.5	Prepare reports to keep the Client informed as to the development of the design
6.0	RIBA Stage 4 - Technical Design
6.1	Assist the Client to identify and obtain the pre-construction information for the proposed project, liaising with the Principal Designer and other parties as necessary and providing the information to others as required.
6.2	Assist the Client in ensuring that the arrangements for managing health and safety during the pre-construction phase are working properly and that the Principal Designer is carrying out their duties under the CDM Regulations 2015.
6.3	Preparing and issuing project notification (F10) on the Client's behalf, notifying the HSE of the details of the project.
6.4	Liaise with the Client and Principal Designer, including attendance at such meetings on the Client's behalf as may be necessary.

Ref	Scope of Services
6.5	Liaise with the Client/Principal Designer to review designs and the health and safety information provided, audit the design risk management process and advise the Client accordingly
6.6	Liaise with the Client and Principal Designer and advise whether the design gives due consideration to the health and safety of those carrying out or affected by the construction phase, and those carrying out subsequent maintenance or using the facility after it has been completed.
6.7	Review and evaluate tenders from a health and safety viewpoint, advising the Client on the contractor's proposals for a Construction Phase plan and provision of welfare facilities
6.8	Update any information required by the HSE if applicable and submit revised notifications where required
6.9	Prepare reports to keep the Client informed as to the development of the design
7.0	RIBA Stage 5 - Construction
7.1	Update any information required by the HSE if applicable and submit revised notifications where required
7.2	Prepare reports to keep the Client informed as to the development of the design
7.3	Advise the Client in relation to the start of the construction phase and confirm that a construction phase plan is drawn up and that the Principal Contractor has provided welfare facilities to meet the requirements of the CDM regulations, liaise with the principal contractor to ensure that the Construction Phase Plan is suitably updated to reflect the works
7.4	Periodically monitor the Principal Contractor's performance to ensure compliance
7.5	Ensure that, as far as reasonably practicable, the Principal Contractor is complying with its obligations under the CDM Regulations 2015 during the Construction Phase
8.0	RIBA Stage 6 - Handover & Close-Out
8.1	Advise the Client on the completion and handover arrangements and, where partial possession is taking place, advise on the adequacy of the arrangements in place for the health and safety of those in the areas handed over
8.2	Ensure as far as is reasonably practicable that the health and safety file is updated as necessary during the construction phase
8.3	Liaise with the Principal Designer or Principal Contractor as applicable so that the health and safety file may be completed, contains the necessary information and is delivered to the Client
8.4	Advise the Client on any key risks identified in the Health and Safety File that will need to be managed in the future
9.0	RIBA Stage 7 - In-Use
9.1	Where requested by the Client, provide advice in relation to H&S implications of any design amendments required to rectify a defect or latent defect

Appendix C

STC Scope of Services

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

1 Qualifications

At the time of tendering and throughout the duration of the AGP Framework the Specialist Testing Consultant (STC) shall be an independent test institute accredited for the testing of synthetic turf fields by the following international sports federations:

- FIFA
- World Rugby
- FIH

At the time of tendering the STC shall also be able to undertake the following tests using in-house resources that follow the quality management and calibration procedures of ISO 17025:

- California Bearing Ratio of formations in accordance with BS 1377-9 or using a Dynamic Cone Penetrometer in accordance with BS 5930
- Spot levels to determine layer thicknesses, slopes and profiles
- Surface modulus of sub-bases using Light Weight Deflectometer (LWD) in accordance with BS 1924 Clause 9.2
- Water permeability for base constructions and playing surfaces in accordance with BS EN 12616 and or ASTM F2898.
- Sports lighting checks in accordance with the requirements of section 2.5 this document

At a date no later than 30th June 2020 and thereafter throughout the duration of the AGP Framework, the STC shall ensure that the tests listed above are formally included in their ISO 17025 (UKAS or similar) accredited testing schedule.

For the duration of the AGP Framework the STC shall remain commercially independent of all Framework Suppliers, synthetic turf manufacturers and sports field contractors, and shall not participate in any design or consultancy works related to an AGP Framework project. In addition, and to ensure transparency, the STC shall provide confidential quarterly reports to the Football Foundation listing any testing or consultancy projects undertaken for any Framework Supplier. If the Football Foundation becomes concerned that the STC's impartiality could be comprised by a disproportionate amount of work being undertaken for one or more Framework Suppliers, they reserve the right to review and terminate the STC's role within the AGP Framework 2020.

Each key stage inspection, listed in Section 2, shall be undertaken by a technician that has either a degree in civil engineering or at least five years' experience within the synthetic turf sports pitch construction sector.

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

The STC shall ensure that if a Project involves work with, or there is potential for interaction with, children, young people and/or adults at risk, it must also have an appropriate safeguarding policy and procedure. The Supplier will also obtain all approvals and licences and any profile checks required by law

The STC shall have suitable Professional Indemnity Insurance for the key stage inspection and testing of synthetic sports pitches. The minimum level of cover shall be £2,000,000.

2 Scope of services

2.1 Key stage inspections

The STC shall undertake the following key stage inspections, as appropriate for the specific project. The timing of inspections shall be as agreed with the Framework Supplier (see clause 2.7).

The results of each key stage inspection shall be assessed for compliance with the Framework Supplier's Design Proposals and the relevant sections of the AGP Framework 2020 Employer's Requirements.

2.1.1 Formation & drainage

California Bearing Ratio tests shall be undertaken every 500m² (with a minimum of four measurements per site) and be evenly spaced across the whole site. Additional tests should be made in any areas of concern to the STC.

Checks shall be made to ensure:

- the nominal dimensions of the pitch are in accordance with the Concept Design Brief;
- the formation is free from mud or slurry and has no areas of freestanding water;
- the formation is free of all vegetation;
- there are no excessive ruts or undulations.

Formation levels shall be measured on a 10m x 10m grid.

The position, spacing and gradients of drainage channels and collector drains shall be checked and compared to the Framework Supplier's Design Proposals.

2.1.2 Sub-base & kerb edgings

The dimensions and layout of the pitch shall be checked to ensure they are in accordance with the project brief.

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

Perimeter edgings shall be checked for line, level and quality of installation.

The Surface Modulus of the sub-base shall be measured on a 20 x 20m grid and in any areas of concern to the STC.

Measurements to determine if the correct sub-base depth has been installed shall be made on a 10m x 10m grid and in any other areas of concern to the STC.

The water permeability of the sub-base shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the pitch and in any other areas of concern to the STC.

2.1.3 Base

The surface regularity of the base shall be fully checked to determine compliance with the Employer's Requirements and requirements for the finished pitch.

If appropriate, measurements to verify the correct asphalt depth has been installed shall be made on a 10m x 10m grid and in any other areas of concern to the STC.

The water permeability of the base shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the field and in any other areas of concern to the STC.

The levels of the base shall be measured on a 10m x 10m grid to determine the slope, profile and deviation from design levels.

Note – when an unbound aggregate base is being used the checks on the sub-base and base may be combined.

2.1.4 Shockpad

If a shockpad or elastic layer is being installed it shall be checked for surface regularity, and water permeability, as described in clause 2.1.3, above.

The shockpad thickness shall be checked on a 10 x 10m grid in accordance with BS EN 1969.

The water permeability of the shockpad shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the pitch and in any other areas of concern to the STC.

2.2 Quality control checks

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

2.2.1 Aggregate & infill materials checks

Working in conjunction with the Framework Supplier, the STC shall develop and implement an audit trial to allow the quality of all aggregate and infill materials delivered to be site to be verified as being in accordance with the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

The materials to be audited shall include:

- Granular fill for formations
- Drainage trench back-fill
- Sub-base aggregates
- Base blinding layer aggregates
- Asphalt mixes

2.2.2 Shockpads

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust audit trial and/or sampling protocol to enable them to check and confirm that the shockpad installed on a pitch is in accordance with the requirements of the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

2.2.3 Synthetic turf carpet

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust audit trial and/or sampling protocol to enable them to check and confirm that the synthetic turf carpet installed on pitches is in accordance with the requirements of the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

2.2.4 Synthetic turf carpet joints

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust sampling protocol to enable them to check and confirm that the quality of synthetic turf carpet joints are in accordance with the requirements of the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

2.3 Inspection of ancillary works

During each site visit an inspection of all ancillary works being undertaken on the site shall be made. The inspections shall be designed to ensure that the STC can advise if the ancillary works are being undertaken to the required quality standards, in accordance the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals.

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

2.4 Field testing and certification

Within one month of a field being completed the STC shall arrange for it to be tested and reported to the relevant international sports federation (where appropriate) in accordance with the following Standards and quality programmes. Testing shall be undertaken in accordance with the edition of the Standard applicable at the time the field is built:

Sport	Pitch size	Standard
Football	Full size	FIFA Quality Programme for Football Turf Handbook of Requirements for Football Turf
	Small sided fields	BS EN 15330-1 Clause 5.3.2. In addition, product identification tests, as specified in the field testing requirements of the FIFA Quality Programme for Football Turf, shall be undertaken
Rugby	All pitches	Rugby Turf Performance Standard
Hockey	Full size	FIH Quality Programme for Hockey Turf FIH Hockey Turf and Field Standards Part 3
	Hockey 5s courts	FIH Quality Programme for Hockey Turf FIH Hockey Turf and Field Standards Part 4
	Small sided fields	BS EN 15330-1 Clause 5.3.1. In addition, product identification tests, as specified in the field testing requirements of the FIH Quality Programme for Hockey Turf, shall be undertaken
Fields with multi-sport markings:	All pitches	Relevant standards for the sports to be played, as detailed above

Between 11 and 12 months after the date of Practical Completion, and prior to the end of the Defects Liability Period, the STC shall re-test the pitch in accordance with the appropriate re-test requirements of the Standards listed above.

2.5 Lighting tests

Within one month of a field being completed the STC shall test the lighting system in accordance with the following standards:

Football: FA Guide to Floodlighting

Rugby: RFU Floodlighting Installation and Management Guide

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

Hockey: FIH Facilities Guidance - Sports lighting for non-televised outdoor hockey

The results of the test shall be reported in accordance with the requirements of the relevant Standard and compared to the performance requirements applicable for the field, as defined in the Concept Design Document

2.6 Snagging list

In addition to the formal testing of the pitch and lighting systems at completion the STC shall undertake a detailed inspection of all items of the works and prepare a snagging report for the FMC. This shall be based on, but not be limited to, the details given in Appendix A.

2.7 Scheduling of inspections and tests

2.7.1 Scheduling of inspections

The STC shall be responsible for organising and scheduling site inspections and field tests in conjunction with the Framework Supplier, Framework Management Consultant and, once the pitch has been handed over, the site operator.

Lighting tests shall not be undertaken when it is raining or foggy. The STC shall have responsibility for ensuring the weather forecast for the proposed testing time is suitable before departing for site.

If the sports lighting hours of operation are limited by planning conditions, the lighting test shall be undertaken within the prescribed operational hours. If this is not possible (during the summer months), the STC shall seek dispensation from the relevant planning authority to test the lights when it is dark.

2.7.2 Notification of when an inspection is required

During the construction works the Framework Supplier shall ensure the STC is given a minimum of two working days' advance notice of when a particular stage of the works will be ready for inspection, and the STC shall ensure the inspection is made on the agreed date, and no later than two working days after the minimum notification. Notifications to the STC made after 3.00pm shall be considered as being given the following day.

Email confirmation of the agreed date and nominal time for an inspection shall be issued by the STC to the Framework Supplier and Framework Management Consultant.

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

2.7.3 Reimbursement of costs due to failure to complete an inspection

If the STC attends site on the agreed date and finds that the works are not complete so the inspection cannot be fully carried out necessitating a further visit, the abortive visit costs incurred by the STC, including all expenses, shall be borne by the Framework Supplier.

If the STC fails to attend site at the agreed nominal time and date and this results in the Framework Supplier having to reschedule planned works, experience downtime or other delays, the STC shall be liable for any costs incurred by the Framework Supplier. The costs of any downtime or rescheduling costs shall be agreed between the Framework Supplier, STC and the Framework Management Consultant and be recharged directly by the Framework Supplier to the STC.

In the event of an item of construction, or the pitch on completion, failing to comply with the appropriate AGP Framework 2020 quality and performance standards or the Framework Suppliers Design Proposals, the STC shall return to the site following the rectification of the defects and make the necessary checks and tests to verify the stage of construction is now complying with the appropriate quality and performance standards. The costs of any return visits shall be as detailed in the STC's AGP Framework 2020 schedule of rates and shall be recharged directly to the Framework Supplier by the STC.

2.8 Reporting

The results of all key stage inspections shall be formally reported to the Framework Supplier and Framework Management Consultant within five working days of the inspection. In the event of any defects or non-conforming items of work being identified these shall be notified to the Framework Supplier and Framework Management Consultant by email within one working day of the inspection.

The results of field tests shall be reported either to the relevant international sports federation (when their certification of a pitch is required) and/or the Framework Management Consultant, as appropriate within two working weeks of the field test. If a field test identifies defects or non-conforming items of work these shall be notified to the Framework Supplier and Framework Management Consultant by email within three working days of the field test.

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

Appendix A – example of snagging items to be checked during initial field test

Drainage system	Are there any signs that water has been standing on the field?
	Are all the visible drainage channels clean without debris in them?
	Has the outlet of the drainage system been constructed to a satisfactory standard?
	Are there inspection chambers to allow access to the sub-field drainage system?
Football Turf field	Having inspected the whole pitch and considered the following specific points do you consider the playing surface to have been installed adequately? <ul style="list-style-type: none"> Is the pile of the carpet standing upright? Is any of the pile of the carpet trapped within the infill? Are there any looped pile fibres? Are there excessively long pile fibres? Are there loose pile fibres on the surface? If there are, are they due to tuft loss or carpet trimming
	Is the depth of infill correct and consistent across the pitch?
	Are areas that are under filled or over filled?
	Are the penalty spots and corner arcs adequately filled?
Line markings	Have all the carpet joints been well made. Did you find any of the following? <ul style="list-style-type: none"> Sections of jointing that have failed Wide carpet joints meaning that they are clearly visible (possibly due to a line of infill)? Delamination of the penalty spots? Adhesive beads
	What line markings are on the field?
	Are they permanent or temporary (painted markings)?
	Do the markings comply with the relevant Laws of the Game?
Line markings	Are the lines straight (when appropriate)?
	Are inlaid lines bonded in place adequately (considering the points listed above for the carpet joints)?

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

Goals & sports equipment	How many full-size goals are present on the field?
	How many small-sided goals are present on the field?
	Are the goals socketed or free standing?
	If the 11 a-side goals are fixed, are the sockets correctly located to allow compliance with the Laws of the Game?
	If the goals are free standing what method of anchoring is provided to ensure the goals cannot topple forward if force is applied to the cross bar?
	Are the full size goals certified to BS EN 748?
	Are the small-sided goals certified to BS EN 16579?
	Are nets attached to each goal and are they intact with no rips, etc?
	If the goals are powder coated or painted is the coating intact with no scuff marks or scratches that penetrate through the coating or make the goal look unsightly
	Are the post sockets and footings flush with the base of the field (so they do not form a risk to any player falling on them)?
Corner flags	Are four corner flags and poles present on the field?
	Are the flag sockets flush with the base of the field (so they will not form a risk to any player falling on them if the post is not in place)?
Perimeter fencing	Please describe the type of fencing installed on each side of the field: <ul style="list-style-type: none"> • Approximate height • Mesh / ball catch netting type • Diameter of mesh wire / twine • Profile of fence posts • Spectator rail (if applicable) • Straining wires or method of tensioning mesh
	Is the fencing on each boundary vertical and in a straight line?
	Are there sharp wire ends that could cause injury to players or spectators?
	Is the fencing mesh anchored at ground level to prevent animals getting under the fence and on the field?
Access & gates	How many entrance gates are present?
	Does each entrance have containment grills to capture any infill being carried out of the pitch?
	How wide are the entrances to the field?
	Does at least one gate allow maintenance and emergency vehicle access to the field?

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

	Do the gates have provision for locking to secure the field?
	Do the gates open outwards from the field?
	Do any double gates have drop bolts to enable them to be retained in an open position?
	Are boot cleaning brushes present at the main player access points to the field?
	Are the main vehicle and player access ways to the field paved to prevent dirt being walked onto the playing surface?
	In your opinion, have all paved areas been constructed and left in a suitable condition? If not, please provide details.
Perimeter edging details	Are the edgings to the field straight and finished to an acceptable standard?
	Are the edgings to the field set at the correct height in relationship to the playing surface ?
	What is the makeup of the surrounds to the field, grass, paving, etc?
	If the field has grass/soil surrounds is there suitable provision (e.g. gravel strip with mowing kerb or similar) to minimise the risk of the playing surface being contaminated by the encroachment of grass or weeds and to enable the easy maintenance of the surrounds?
	If the surrounding ground slopes towards the field is there adequate provision to prevent storm water running down onto the field?
Reinstatement	<p>Have all areas outside the pitch that have been affected by the construction of the field been adequately tidied up and reinstated?</p> <p>Reinstatement should include:</p> <ul style="list-style-type: none"> • Removal of all surplus construction materials and waste • Removal of all rock, soil and other materials deposited during the profiling of the site • Grading of the ground to provide smooth transitions from the disturbed areas to the surrounding ground

AGP Framework 2020			
Scope of services	Specialist Testing Consultants	Version	1.1

Maintenance equipment	Please list the equipment left for the maintenance of the Football Turf surface
	How much spare performance infill has been left to allow localised toping up of high use areas of the field?
	Has a maintenance manual and maintenance log been supplied to the field operator?
	In your opinion, does the field operator have an adequate understanding of the maintenance requirements for the field?
	Is the system commissioned and operational?
	In your opinion has the system been installed in a manner that will not compromise the safety of players and other users of the field?
	Does the field operator have a full understanding of how to operate the system?

Appendix D

FAC-1 Briefing Paper



FAC-1 FRAMEWORK ALLIANCE CONTRACT BRIEFING PAPER

Professor David Mosey, Centre of Construction Law, King's College London

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What is the FAC-1 Framework Alliance Contract?

The **FAC-1** *Framework Alliance Contract* was published by the Association of Consultant Architects in June 2016 and is a standard form unlike any other, creating a stable platform for innovation and collaborative working in any jurisdiction and across any type of works, services and supplies. It can be purchased in hard copy from bookshops and from the Association of Consultant Architects (**01959928412**, email-office @acarchitects.co.uk) who will also advise on its electronic availability.

This is an interim Briefing Paper. A Guide to **FAC-1** is due to be published in July 2016 followed by the related **TAC-1** Term Alliance Contract.

Developed through wide-ranging consultation and analysis of trial projects, **FAC-1** provides a new means to adopt and embed improved working practices while retaining flexibility as to the choice of accompanying project contract forms.

FAC-1 and its Guide are designed to provide an accessible and versatile basis for any framework and alliance, enabling:

- preparatory procedures for the award of projects;
- shared knowledge and techniques between teams and across industry sectors;
- better procurement with reduced drafting costs and bid costs;
- improved working practices at all levels of the supply chain.

The **FAC-1** *Framework Alliance Contract*:

- enables a *Client* (and potentially *Additional Clients*) to enter into *Project Contracts* for works, services or supplies through the implementation by an *Alliance Manager* of a *Direct Award Procedure* and/or *Competitive Award Procedure*;
- appoints all *Alliance Members*, including the *Alliance Manager*, under a single multi-party contract;
- provides a contractual system for the *Client* to issue early *Orders* instructing works, services or supplies in advance of award of a *Project Contract*, without the cost or risk involved in bespoke letters of intent;
- creates a collaborative *Alliance* between the *Client*, the *Alliance Manager* and all contractors, consultants or suppliers appointed as *Alliance Members* so that they can work together to achieve greater efficiency, cost savings and other *Improved Value*.

FAC-1 provisions include:

- shared *Objectives*, *Success Measures*, *Targets* and *Incentives* among the *Client* and all other *Alliance Members*;
- a *Core Group* to review new proposals and undertake non-adversarial dispute resolution;
- a *Direct Award Procedure* and/or *Competitive Award Procedure*, each leading to *Project Contracts* based on a set of agreed *Template Project Documents*;
- links to Building Information Modelling (*BIM*) in the *Framework Documents* and *Template Project Documents*;

- links to the proven *Supply Chain Collaboration* system to achieve *Improved Value* among *Alliance Members*, each within agreed timescales;
- a shared *Framework Brief* with separate confidential agreement of each *Alliance Member's Framework Prices* and *Framework Proposals*;
- joint *Risk Management* using a shared *Risk Register*;
- provision for expansion of the *Alliance* to include *Additional Clients* and other *Additional Alliance Members* under a standard form *Joining Agreement*;
- a separate schedule for the *Legal Requirements* of any country and *Special Terms* agreed by *Alliance Members*.

Background

In early 2015 the Association of Consultant Architects (“ACA”) invited the King’s College London Centre of Construction Law to create a new form of *Framework Alliance Contract*.

A draft *Framework Alliance Contract* was produced in July 2015 and was sent to over 120 organisations for review and consultation. Feedback was discussed at a conference organised by the ACA in October 2015, with agreed amendments incorporated following that conference and following additional consultation responses.

An Open Forum conference organised by the King’s College London Centre of Construction Law in February 2016, together with additional recommendations emerging from that conference, represented the final stage of consultation that informed the publication of **FAC-1** in June 2016.

Why a new standard form?

Clients and teams can improve value under a framework or alliance, using a pipeline of work to build on their experience and establish more efficient working practices, without the need to re-procure a new team for every project.

But if each framework or alliance agreement is a bespoke document, it is more costly for clients to initiate and harder for framework teams to understand and bid against. If clients do not offer a consistent approach, it is also harder to compare value and to embed good practice.

Project contracts and standard forms

Improved Value can be created at a strategic level using collaborative systems that precede the award of individual *Project Contracts*. The *Framework Alliance Contract* is not itself a *Project Contract* form and is designed for use with any one or more *Project Contract* forms.

For example, the *Framework Alliance Contract* is compatible with all and any combination of the following standard form project contracts:

- any of the FIDIC/ICC/JCT/NEC/PPC contract forms, sub-contracts and term contracts;
- any of the ACA/ACE/CIC/FIDIC/JCT/NEC/RIBA/RICS consultant appointments.

Successful frameworks and alliances

The **FAC-1** *Framework Alliance Contract* builds on the experience of successful frameworks and alliances.

For example, its use of *Supply Chain Collaboration* enables a new approach to engagement with tier 2/3 sub-contractors, manufacturers and suppliers that has been tested in practice and that has been shown to be compliant with the Public Contracts Regulations 2015.

This has led to demonstration of *Improved Value* through:

- greater engagement of local and regional businesses;
- new local and regional employment and skills initiatives;
- recycling and other *Sustainability* initiatives;
- positive feedback from *Users* and *Stakeholders*.

FAC-1 is based on best practice guidance drawn from analysis of results achieved on frameworks and alliances documented in:

- Effectiveness of Frameworks, part of the UK Government 2011 Construction Strategy;
- Infrastructure Client Group Alliancing Best Practice 2014 and Alliancing Code of Practice 2015;
- Effective Construction Frameworks, Local Government Association 2016, and related guidance issued by the National Association of Construction Frameworks.

Alliancing through multi-party arrangements with shared goals should be a feature of every framework. **FAC-1** creates a single multi-party framework alliance between the *Client*, *Alliance Manager* and all other *Alliance Members* so that they work more effectively in direct relationships with each other.

FAC-1 also provides the basis for alliancing by contractors, consultants and suppliers working on complementary or related *Projects*. It reflects, for example, the following recommendations of the Infrastructure Client Group Alliancing Code of Practice:

- **Governance**
“A proposed management structure for the alliance ... set out and ... a clear representation of the leadership roles required.”
- **Supply Chain Collaboration**
“Extended supply chain members ... engaged at an early stage to harness their capability and secure their input into the programme and project delivery strategy.”
“Responsibility for integration of the extended supply chain ... defined within the management team.”
“A consistent supply chain engagement process ... established ensuring that the supply chain sees a consistent and equitable approach across all aspects of procurement.”
- **Duration**
“The duration of the alliance is clearly defined and an initial exit strategy is in place providing for effective close-out of the alliance.”
- **Timetable**
“An end-to-end delivery process ... that provides a clear route for the programme or project to progress, including key gateways and milestones.”

Procurement models and prices

FAC-1 is compatible with any project procurement model under its *Direct Award Procedure* and *Competitive Award Procedure*. For example, it can support:

- traditional or design and build or construction management procurement models, with any level or combination of contributions from design consultants, tier 1 contractors and tier 2/3 sub-contractors/suppliers
- integration of contributions under an alliance comprising different specialists working under related *Project Contracts*
- integration of the capital and operational phases of each *Project*.

For early involvement of tier 1 contractors and tier 2/3 sub-contractors and suppliers, **FAC-1** draws on evidence obtained from the UK Government “*Trial Projects*” through use of the “*Two Stage Open Book*”, “*Cost Led Procurement*” and “*Integrated Project Insurance*” procurement and delivery processes.

Limited early involvement on a *Project* can be achieved under the *Framework Alliance Contract* by issue of *Orders* in respect of *Pre-Contract Activities*. *Orders* need to be integrated with the terms of the relevant *Project Contracts* and are not a substitute for a more structured approach to early tier 1/2/3 contractor involvement.

Framework Prices will vary according to whether the *Framework Alliance Contract* governs the appointment of consultants, tier 1 contractors, tier 2/3 sub-contractors/manufacturers/suppliers or a combination of different roles and disciplines.

There is an option for *Framework Prices* (which are confidential as between the *Client* and each other *Alliance Member*) to identify *Profit* and *Overheads* and for *Agreed Prices* in respect of each *Project* to be established on an *Open-Book* basis, both of which will be essential in order to gain *Improved Value* from joint *Alliance Activities*.

There is provision for agreed payment in respect of *Pre-Contract Activities* and *Alliance Activities*.

Building Information Modelling

FAC-1 provides the option for Building Information Modelling (*BIM*) to underpin the agreed approaches to design, supply chain engagement, costing, *Risk Management* and programming set out for example:

- in relation to the *Framework Programme* in the *Framework Documents*
- in relation to each *Project* in the *Template Project Documents*.

Consultation on FAC-1

FAC-1 has been subject to extensive industry consultation in the UK and other jurisdictions. Contributions have been received from over 120 leading clients, contractors, consultants, lawyers and academics:

- “*This revolutionises the value of frameworks – and keeps them alive throughout the term*” - Antony Silk, Director of Procurement, Amicus Horizon
- “*I like the style which is easy to read. I also like the concept of the Framework Alliance which draws the parties together*” - David Ferroussat, Infrastructure Procurement Director, Heathrow Airport
- “*I like the idea of a standard Framework Alliance Contract, especially one that can be used with other forms of contract*” - Gareth Stephens, Associate Commercial Director, Mulalley Construction
- “*This is an excellent contract. It is a working tool rather than something you sign at the start and forget about*” - Jason Russell, Assistant Director of Highways, Surrey County Council
- “*The development of the Framework Alliance Contract is a most welcome initiative*” - Ellis Baker, Head of Construction and Engineering, White and Case.

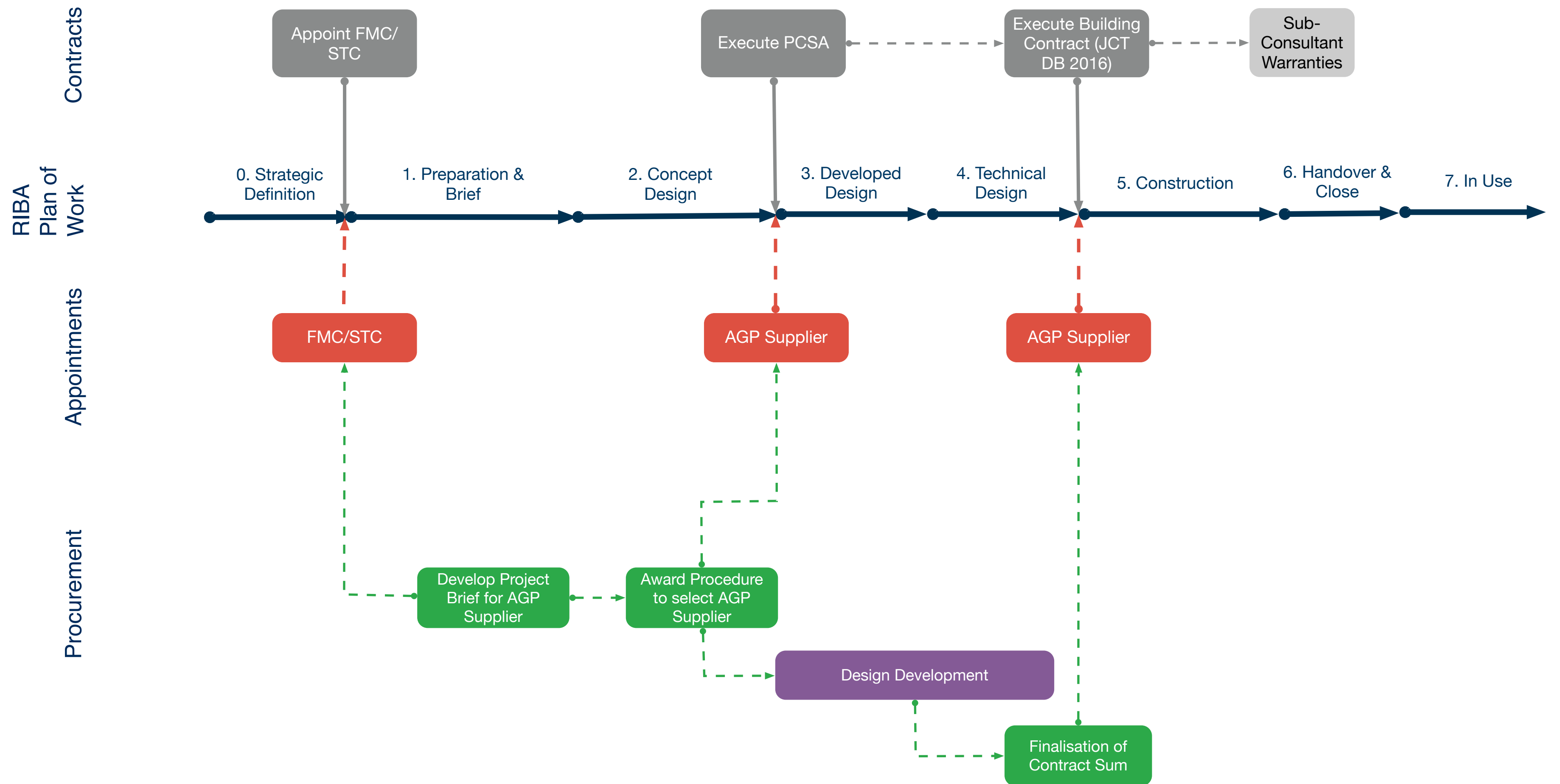
A full list of the Consultation Group members and examples of their feedback will be published as part of the **FAC-1** Guide.

Appendix E

Two Stage Design & Build Approach

Appendix E

Two Stage “Design & Build”



KEY

PCSA - Pre-Construction Services Agreement
 FMC - Framework Managing Consultant
 STC - Specialist Testing Consultant
 AGP - Artificial Grass Pitch (Supplier)
 AM - Alliance Manager

Appendix 1
Form of Order

Form of Order

Date of Order	
Between	
[The Football Foundation] (the "Client")	[Insert Name] (the "Consultant")

Project: []	Site: []
Applicant Body: []	

This Order is made in accordance with the agreement dated 20[] (the "Appointment") and made between the Client and the Consultant for the provision of Services as defined in Appointment, subject to any variations set out in this Order.

Project Documents

This Order shall be read in conjunction with, and shall incorporate the provisions of the Appointment. The Consultant is appointed to undertake the required Services for the above named Project in accordance with the Project Documents as listed below:

- (i) This Order
- (ii) The Appointment

Variations

This Order constitutes an instruction by the Client to add, omit and/or vary the Services (pursuant to clause 4.6 of the Appointment) and/or to add, amend and/or vary the terms of the Appointment (pursuant to clause 15.1 of the Appointment) in the following ways:

[insert details of any project specific variations, additions, omissions to the Services and/or the terms of the Appointment]

Contractor

The Contractor in respect of the Project is: []

Professional Team

The Professional Team in respect of the Project is: *[include details of professional team]*

Third Party Agreements

The Third Party Agreements include: *[include details of particular third party agreements]*

Scope of Services

The Consultant shall be required to provide the Services as defined in the Appointment, subject to any variations, additions and/or omissions set out in this Order.

Fee

The Consultant will provide the required Services for the following agreed fee [£] ("Fee") payable in accordance with the Appointment and the following schedule of interim and/or stage payments ('Payment Schedule'):

[Insert details of payment schedule]

The following expenses shall not be included in the Fee:

[insert details of additional expenses]

Consultant's Key Personnel

The Consultant's key personnel are: [REDACTED]

Address for service of notice

The Client's address for service of notice is: [REDACTED]

or such other address for service as the Client may have previously notified to the Consultant

The Consultant's address for service of notice is: [REDACTED]

or such other address for service as the Consultant may have previously notified to the Client

Collateral Warranties

The other Beneficiaries are: [REDACTED]

Amount to be deducted pursuant to clause 10.1 of the Appointment: £[REDACTED] per warranty

Insurances

The Consultant shall maintain:

- (a) professional indemnity insurance in accordance with clause 9.1 of the Appointment or, alternatively, in the amount of £[REDACTED] for each and every claim / for any one occurrence or series of occurrences arising out of one event / in the annual aggregate; and
- (b) public liability insurance in the amount of £[REDACTED] for each and every claim / for any one occurrence or series of occurrences arising out of one event.

Limit of Liability

[REDACTED] for each and every claim / for any one occurrence or series of occurrences arising out of one event / in the annual aggregate

Entire Agreement

This Order, together with the documents referred to in it and/or attached to it, and in particular but without prejudice to the generality of the foregoing, the Appointment constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters. This Order shall be effective and binding on the signature and issue by the Client.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[Execution Blocks as a Deed]

Appendix 2
Deed of Collateral Warranty

DATE

20[]

(1) [Consultant]

(2) [Client]

(3) [Beneficiary]

Consultant Collateral Warranty
in relation to []

withers ^{LLP}

16 Old Bailey, London EC4M 7EG
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

jftsde

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DATE

20[]

PARTIES

- (1) [] (company no: []) whose registered office is at (the '**Consultant**'); and
- (2) [] (company no: []) whose registered office is at [] (the '**Client**'); and
- (3) [] (company no: []) whose registered office is at [] (the '**Beneficiary**').

RECITALS

- (A) The Client has engaged the Consultant to perform Services in relation to the Project.
- (B) The Beneficiary has an interest in the Project.
- (C) The Client requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Consultant has agreed to enter into this Agreement with the Beneficiary, for the benefit of the Beneficiary.
- (E) The Beneficiary has paid £10 to the Consultant as consideration under this Agreement.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement

'Building Contract'	as defined in the Consultant's Appointment;
'Business Day'	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
'CDM Regulations'	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including the Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;
'Consultant's Appointment'	an agreement in writing dated on or about the date hereof between the Consultant and the Client, and as may be supplemented/varied from time to time;
'Deleterious'	materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as: (a) as being deleterious to health and safety; or (b) which are not in accordance with relevant British or European Standards, relevant codes of practice, good building practice or the guide entitled 'Good Practice in the Selection of

- 'Documents'** all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with the Project;
- 'Funder'** a person that has provided, or is to provide, finance in connection with:
- (a) the whole or any part of the Project or the completed Project;
or
 - (b) the site of the Project;
- whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
- 'Intellectual Property Rights'** are as defined in the Consultant's Appointment;
- 'Permitted Uses'** the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension and repair of the Property and the Project;
- 'Project'** as described in the Consultant's Appointment;
- 'Required Standard'** all the reasonable skill, care and diligence to be expected of a qualified and competent member of the Consultant's profession experienced in undertaking services for a project of a similar size, scope and complexity as the Project;
- 'Services'** the services referred to in the Consultant's Appointment, performed by or on behalf of the Consultant under the Consultant's Appointment;
- 'Site'** as described in the Consultant's Appointment;
- 'Works'** the services/works as set out in the Building Contracts.
- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **'person'** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **'company'** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to '**writing**' or '**written**' includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.
- 1.13 References to clauses are to the clauses of this Agreement.
- 1.14 Where the words '**include(s)**', '**including**' or '**in particular**' are used in this Agreement, they are deemed to have the words "without limitation" following them.

2. Comply with the Consultant's Appointment

- 2.1 The Consultant warrants to the Beneficiary that:
- (a) it has performed and complied, and shall continue to comply, with its obligations under the Consultant's Appointment, including its obligations to:
 - (i) carry out and fulfil, in all respects, the duties of a designer or principal designer under the CDM Regulations; and
 - (ii) not, without the contractor's written consent pursuant to the relevant Building Contract, make any material change to the designs or specifications for the Works after they have been settled or approved;
 - (b) it has exercised and shall continue to exercise the Required Standard:
 - (i) when performing the Services.
 - (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use.
 - (iii) to perform the Services and prepare all Documents for those elements of the Project for which the Consultant is responsible according to the programme or, in the absence of a programme, in sufficient time to facilitate the efficient progress of the Project; and
 - (iv) to ensure that the Services comply with all planning agreements, permissions and conditions, where applicable;
 - (c) it has complied with any:
 - (i) Act of Parliament
 - (ii) instrument, rule or order made under any Act of Parliament; and
 - (iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected; and

- (d) it shall act impartially when carrying out its duties pursuant to the Building Contract or any other professional team appointments (where applicable).
- 2.2 The Consultant shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Consultant's professional responsibilities in relation to the Project provided that the Consultant has no greater liability towards the Beneficiary under this warranty than it would have if the Beneficiary had been named in the Consultant Appointment as the joint client (save in respect of set-off and counterclaim).
- 2.3 The Consultant's duties or liabilities under this Agreement shall not be negated or diminished by:
- (a) any approval or inspection of:
- (i) the Property; or
- (ii) the Project; or
- (iii) any designs or specifications for the Property or the Project;
- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Client
- 2.4 This Agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.
3. **No instructions to consultant by beneficiary**
- The Beneficiary may not give instructions to the Consultant under this Agreement.
4. **Copyright**
- 4.1 The Consultant grants to the Beneficiary with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, reconstruction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 4.2 The Consultant warrants and undertakes to the Beneficiary that the licence granted by Clause 4.1 does not and will not infringe the Intellectual Property Rights of any third party.
- 4.3 The Consultant shall, if so requested by the Beneficiary at any time (including upon the termination of the Consultant's engagement under the Consultant's Appointment), give the Beneficiary access to the negatives and/or copies of all Documents subject in the latter case to the Beneficiary paying the Consultant's reasonable copying charges.
- 4.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

5. Professional Indemnity Insurance

- 5.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under the Consultant's Appointment for an indemnity limit of no less than [EX] in respect of each and every claim from the date of this Agreement until the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.
- 5.2 The Consultant shall immediately give notice to the Beneficiary in the event of any inability or failure to effect or maintain any such policy required by this Clause 5 in order that the Beneficiary and the Consultant can discuss reasonable means of protecting the Beneficiary whereupon the Consultant shall then take such reasonable steps as may be requested by the Beneficiary.
- 5.3 On request, the Consultant shall produce to the Beneficiary from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.
- 5.4 The insurance referred to in Clause 5.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

6. Liability period

The Beneficiary may not commence any legal action against the Consultant under this Agreement after 12 years from the date of practical completion of all of the Project.

7. Assignment

- 7.1 The Beneficiary may assign the benefit of this Agreement (without the Consultant's and/or the Client's consent):
- (a) on two occasions to any person with an interest in the Project; and
 - (b) without counting as an assignment under Clause 7.1(a):
 - (i) by way of security to a Funder (including any reassignment on redemption of security); or
 - (ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.
- 7.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.
- 7.3 The Consultant shall not contend that any person to whom the benefit of this Agreement is assigned under Clause 7.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to this Agreement. Notwithstanding any other provisions of this Agreement, the Consultant agrees that it shall not be entitled to contend in defence of proceedings under this Agreement or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that the Client has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the Consultant.
- 7.4 The Consultant shall not without the consent of the Beneficiary assign its rights under this Agreement.

8. Notices

- 8.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice as set out on page 1.
- 8.2 A notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by pre-paid first-class post or recorded delivery, at 9am on the second Business Day after posting; or
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 8.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.
- 8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

9. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

10. Governing law and jurisdiction

This Agreement shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of enforcement proceedings in any one or more jurisdictions preclude the taking of enforcement proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[Execution blocks]

Schedule 2
Fees

The fees for undertaking the services set out in **Schedule 1 – The Services** are set out in **Schedule 9 – Framework Proposals** of the FAC-1.



Appendix A: Price Framework

Project Title: AGP Framework 2020

Lot Reference:

Lot 2: Specialist Testing Consultant
(STC)

Tenderers are to insert their company name in the
box below:

Tenderer

Sports Labs Ltd

Lot 2: Specialist Testing Consultant (STC)



1. Schedule of Fee Rates

Notes for Completion

1. Tenderer to enter the fixed item fee into the orange cell only for each pitch type.
2. Tenderers should base their fee rates on the full scope of services, as set out **Volume 2 - Framework Alliance Contract, Schedule 8 - Framework Brief**
3. All rates to be based on the delivery model set out at **Volume 2 - Framework Alliance Contract, Schedule 4 - Award Procedures and Schedule 8 - Framework Brief**
4. The STC shall detail below their fixed price rates for undertaking the schedule of key stage inspections and field tests listed.
5. The rates listed shall apply for any AGP Framework 2020 project undertaken anywhere in the Framework area of operation, with the exception of the Channel Islands and Isle of Man, where rates shall be agreed on a project by project basis.
6. The rates listed shall be fully inclusive of all expenses and disbursements, but exclude VAT.
7. The works undertaken during an inspection / field test shall be as detailed in the AGP Framework 2020 STC Scope of Services document and the STC proposals submitted with this schedule of rates.
8. Site inspection costs shall include allowance for inspecting all ancillary works being undertaken. The inspections shall be designed to ensure that the STC can advise if the ancillary works are being undertaken to the required quality standards, in accordance the AGP Framework 2020 Employer's Requirements and the Framework Supplier's Design Proposals
9. Prices shall be provided for inspections and testing of full size pitches and small sided training pitches. For the purposes of this schedule, a small sided pitch is defines as any field that is less than 60% the size of a full size pitch.

Ref	Task Activity	Football pitch		Rugby pitch		Hockey pitch	
		Full size	Small sided	Full size	Small sided	Full size	Small sided
1	Key stage inspections						
1.1	Formation & drainage	£300.00	£250.00	£300.00	£250.00	£300.00	£250.00
1.2	Sub-base (including any unbound aggregate base) & kerb edgings	£495.00	£425.00	£495.00	£425.00	£550.00	£425.00
1.3	Asphalt base	£495.00	£425.00	£495.00	£425.00	£550.00	£495.00
1.4	Shockpad	£275.00	£250.00	£275.00	£250.00	£345.00	£300.00
2	Quality Control audits						
2.1	Granular fill for formations	£25.00	£25.00	£25.00	£25.00	£25.00	£25.00
2.2	Drainage trench back-fill	£25.00	£25.00	£25.00	£25.00	£25.00	£25.00
2.3	Sub-base aggregates	£25.00	£25.00	£25.00	£25.00	£25.00	£25.00
2.4	Base blinding layer aggregates	£25.00	£25.00	£25.00	£25.00	£25.00	£25.00
2.5	Asphalt mixes	£25.00	£25.00	£25.00	£25.00	£25.00	£25.00
2.6	Factory produced shockpads	£25.00	£25.00	£25.00	£25.00	£25.00	£25.00
2.7	Stabilising infill	£35.00	£35.00	£35.00	£35.00	£35.00	£35.00
2.8	Performance infill	£35.00	£35.00	£35.00	£35.00	£35.00	£35.00
3	Quality Control - sampling and testing						
3.1	Insitu laid shockpads & elastic layers	£150.00	£150.00	£150.00	£150.00	£150.00	£150.00
3.2	Synthetic turf carpet	£50.00	£50.00	£50.00	£50.00	£50.00	£50.00
3.3	Synthetic turf carpet joints	£150.00	£150.00	£150.00	£150.00	£150.00	£150.00

Ref	Task Activity	Football pitch		Rugby pitch		Hockey pitch	
		Full size	Small sided	Full size	Small sided	Full size	Small sided
4	Initial field tests						
4.1	Initial FIFA field test	£1,045.00					
4.2	BS EN 15330-1 Clause 5.3.2, plus product identification tests, as specified in the field testing requirements of the FIFA Quality Programme for Football Turf		£1,045.00				
4.3	Initial World Rugby field test			£1,450.00	£1,250.00		
4.4	Initial FIH field test - Global category					£1,450.00	
4.5	Initial FIH field test - National category					£1,300.00	
4.6	Initial FIH field test - Multi-sport 3 category					£1,300.00	
4.7	BS EN 15330-1 Clause 5.3.1 plus product identification tests, as specified in the field testing requirements of the FIH Quality Programme for hockey-turf						£1,050.00
4.8	Combined Initial FIFA & World Rugby field test	£1,550.00		£1,550.00	£1,300.00		
4.9	Combined Initial FIFA & FIH Multi-sport 3 field test	£1,650.00				£1,650.00	
4.10	BS EN 15330-1 Clauses 5.3.1 and 5.3.2, plus product identification tests		£1,250.00				£1,250.00
5	Field re-tests at end of defects liability period						
5.1	FIFA	£995.00					
5.2	BS EN 15330-1 Clause 5.3.2		£895.00	£1,050.00	£895.00	£1,050.00	£895.00
5.3	World Rugby Re-test			£1,250.00	£1,050.00		
5.4	FIH - Global category					£1,150.00	
5.5	FIH National or Multi-sport category					£1,050.00	
5.6	Combined FIFA & World Rugby	£1,300.00		£1,300.00	£1,150.00		
5.7	Combined Initial FIFA & FIH Multi-sport 3	£1,450.00				£1,450.00	
5.8	BS EN 15330-1 Clauses 5.3.1 and 5.3.2		£1,050.00				£1,050.00
6	Sports lighting tests in conjunction with field test						
6.1	Lighting test at principal illumination level	£169.00	£169.00	£169.00	£169.00	£169.00	£169.00
7	Sports lighting tests requiring separate visit to field test						
7.1	Lighting test at principal illumination level	£550.00	£550.00	£550.00	£550.00	£550.00	£550.00

Lot 2: Specialist Testing Consultant (STC)

2. Time Charge Fee Schedule

Grade	Time Charges	
	Hourly Rate	Daily Rate
Fee Rate (by Grade) (Off Site)		
Senior Consultant	£93.75	£750.00
Site Engineer	£68.13	£545.00
Fee Rate (by Grade) (On Site)		
Senior Consultant		£935.00
Site Engineer		£750.00

Notes:

1. Tenderer to enter the hourly and daily rate into the orange cell only, for each "Grade".
2. Rates entered for "Time Charges" are NOT evaluated and not carried to the Tender Summary. The Tenderer MUST enter rates for all grades identified.

Lot 2: Specialist Testing Consultant (STC)

3. Project Scenario

Project:	<i>Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football</i>
Estimated Project Value:	£675,000.00

Notes:

1. The STC shall detail below their fixed price rates for undertaking the schedule of key stage inspections and field tests listed. Pricing is to be based on their schedule of rates and is based on Project Scenario #1 as noted above.
2. The rates that are brought forward from 1. Schedule of Fee Rates MUST be used with no adjustment.
3. Please enter only the rates in the orange cells, brought forward from 1. Schedule of Fee Rates. The "Total" will calculate, based on the quantity stated.

Ref:	Task Activity	Quantity	Rate	Total (£)
1	Key stage inspections			
1.1	Formation & drainage	1	£ 300.00	£ 300.00
1.2	Sub-base (including any unbound aggregate base) & kerb edgings	1	£ 495.00	£ 495.00
1.3	Asphalt base	1	£ 495.00	£ 495.00
1.4	Shockpad	1	£ 275.00	£ 275.00
	<i>Sub Total</i>			£ 1,565.00
2	Quality Control audits			
2.1	Granular fill for formations	1	£ 25.00	£ 25.00
2.2	Drainage trench back-fill	1	£ 25.00	£ 25.00
2.3	Sub-base aggregates	1	£ 25.00	£ 25.00
2.4	Base blinding layer aggregates	0		
2.5	Asphalt mixes	1	£ 25.00	£ 25.00
2.7	Stabilising infill	1	£ 35.00	£ 35.00
2.8	Performance infill	1	£ 35.00	£ 35.00
	<i>Sub Total</i>			£ 170.00
3	Quality Control - sampling and testing			
3.1	Insitu laid shockpads & elastic layers	1	£ 150.00	£ 150.00
3.2	Synthetic turf carpet	1	£ 50.00	£ 50.00
3.3	Synthetic turf carpet joints	1	£ 150.00	£ 150.00

Ref:	Task Activity	Quantity	Rate	Total (£)
	<i>Sub Total</i>			£ 350.00
4	Initial field tests			
4.1	Initial FIFA field test	1	£ 1,045.00	£ 1,045.00
	<i>Sub Total</i>			£ 1,045.00
5	Field tests at end of defects liability period			
5.1	FIFA re-test	1	£ 995.00	£ 995.00
	<i>Sub Total</i>			£ 995.00
6	Sports lighting tests in conjunction with field test			
6.1	Lighting test at principal illumination level	1	£ 169.00	£ 169.00
	<i>Sub Total</i>			£ 169.00
	TOTAL			£ 4,294.00

Lot 2: Specialist Testing Consultant (STC)

4. Tender Summary

Cost Element	Project Fee (£)	Weighting
Project Scenario #1: New 106m x 70m Floodlit 3G AGP for Football	£4,294.00	40.00%
Total Weighted Percentage Score		40.00%












Professional Appointment of STC (200422)

Final Audit Report

2020-05-11

Created:	2020-04-28
By:	Cameron Consulting (tenders@camerons.uk.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsdfTJ5k_D7ZGSKrZ6z0JukLETebNA7Cz

"Professional Appointment of STC (200422)" History

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