

GB-Shropshire: DMNH 026 - Shifnal Town Centre Improvement Scheme

Competitive Contract Notice

1. Title: GB-Shropshire: DMNH 026 - Shifnal Town Centre Improvement Scheme
2. Awarding Authority:
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement, Attn: Procurement

3. Contract Type: Works
Sub Type: Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities

4. Description: Works for complete or part construction and civil engineering work. This is a contract notice for the construction, completion, testing, commissioning and maintenance of the Shifnal Town Centre Improvement Scheme. The Public realm enhancement works comprise constructing new kerb lines, widening existing footways, updating drainage systems, realigning existing junctions and improving pedestrian crossing points. Footways are to be repaved with high quality blocks and the carriageways are to be reconstructed, including raised tables with coloured junction areas. Footways are to be improved to give more area for pedestrians with seating and landscaped features. Traffic signs are to be renewed and landscaping features consisting of new signs, benches, bins, planters and tree pits are included.

The correct starting date for this scheme is 26th July 2021 with the completion date for the whole of the works being 23rd September 2022.

5. CPV Codes:
45200000 - Works for complete or part construction and civil engineering work.

6. NUTS Codes :
UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: DMNH 026

9. Estimated Value of Requirement: Category F: 1M to 5M
Currency: GBP

10. Deadline for Expression of Interest: 25/06/2021 12:00:00

11. Address to which they must be sent:
Not Provided

12. Other Information:

Other Information: For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-GB-Shropshire:-DMNH-026---Shifnal-Town-Centre-Improvement-Scheme/W4626B5JM7>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/W4626B5JM7>

Suitable for VCO: No

Procedure Type: OPEN

Period of Work Start date: 26/07/2021

Period of Work End date: 23/09/2022

Is this a Framework Agreement?: no

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 28th April 2021

My Ref: DMNH 026

Your Ref: DMNH 026

Dear Bidder

DMNH 026 - SHIFNAL TOWN CENTRE IMPROVEMENT SCHEME SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Instructions to Tendering
- Conditions of Contract
- Specifications and Appendices
- Bill of Quantities
- PCI & Appendices
- Drawings

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 25th June 2021** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time**, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

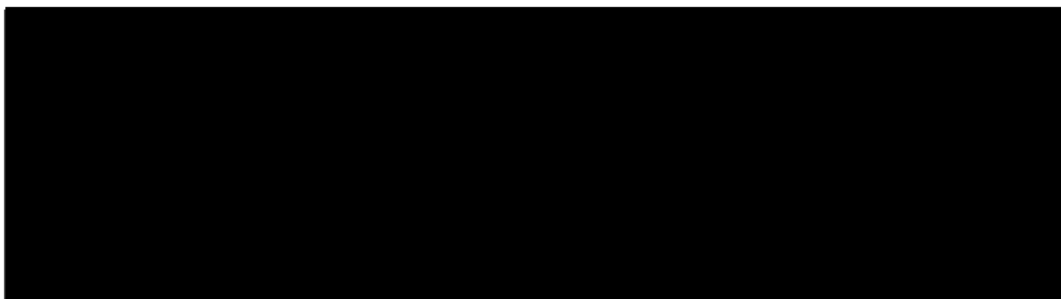
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **18th June 2021**.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully





Shifnal Town Centre Improvement Scheme

Document Ref. 0

Instructions for Tendering

For Shropshire Council

ECC Works (Third Edition 2013)
Option B

Contract Number: DMNH 026

Date: 26th April 2021

Document Ref: 62240659/Doc0

LIST OF DOCUMENTS

Document 0	Instructions for Tendering
Document 1	Conditions of Contract
Document 2	Specification & Preambles to the Bill of Quantities
Document 3	Bill of Quantities
Document 4	Pre-Construction Information

Shifnal Town Centre Improvement Scheme

INSTRUCTIONS FOR TENDERING AND GUIDANCE NOTES FOR AN ECC OPTION B PRICED CONTRACT WITH BILL OF QUANTITIES

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Location and Brief Description of Works

The Works are located in Shifnal town centre. The site location is shown on one A1 drawing sheet :

- 62240659-WSP-GEN-AS-DR-CH-0100-0001-C01 (Location Plan)

The Works locations are Shrewsbury Road (TF11 8DP), Bradford Street (TF11 8AT), Cheapside (TF11 8BN), Aston Street (TF11 9AX) and Market Place (TF11 9AZ). The site extent is shown by a red line boundary on the location plan.

The Public realm enhancement works comprise constructing new kerb lines, widening existing footways, updating drainage systems, realigning existing junctions and improving pedestrian crossing points.

Footways are to be repaved with high quality blocks and the carriageways are to be reconstructed, including raised tables with coloured junction areas. Footways are to be improved to give more area for pedestrians with seating and landscaped features.

Traffic signs are to be renewed and landscaping features consisting of new signs, benches, bins, planters and tree pits are included.

Tar has been identified in core samples taken from within the site extents, details are provided in the PCI so that excavated material can be disposed of appropriately.

None of the Works are designated as a place of employment under the Health and Safety at Work Act 1974.

The general arrangement of the Works is shown on one A1 drawing sheet at 1:500 scale:

- 62240659-WSP-GEN-AS-DR-CH-0100-0002-C01 (General Arrangement)

Detailed drawings of the Works follow the format of the general arrangement drawing, with an A1 drawing at 1:500 scale, for each discipline. Drawings for standard details and additional information are included, where necessary.

Part I: Instructions for Tendering

PREAMBLE

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR WAY MAY BE REJECTED BY THE EMPLOYER WHOSE DECISION IN THE MATTER SHALL BE FINAL.

1. These Instructions for Tendering relate to a contract for the construction, completion, testing, commissioning and maintenance of the following works: **Shifnal Town Centre Improvement Scheme** . The Employer will be Shropshire Council and all administrative functions will be performed by them at Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND and whose nominated contact for the contract is Andy Moreton.
2. The works will be carried out under terms and conditions of the Engineering and Construction Contract (ECC), Third Edition, published in June 2005 and amended in June 2006 and April 2013 by Thomas Telford Ltd, using Option B priced contract with bill of quantities. Tenderers must familiarise themselves with these conditions and any modifications or additions made by the Employer.
3. A list of documents provided with this invitation and a list of documents to be returned with the Tender, is provided in the Guidance Notes at the end of these Instructions.

ECC FEATURES

4. Tenderers must be aware of the following:-
 - a. Programme: **tenderers are required to submit an outline programme**. The programme must include a broad outline as set out in clause 31.2 of ECC. It is required to enable the Employer to judge a tenderer's understanding and approach to the project and their ability to complete the works within the stated time using the methods and resources proposed. Any resultant award of contract will not imply acceptance of the programme;
 - b. Schedule of Cost Components: The shorter schedule will be used to value any compensation events arising during the contract. Tenderers must provide certain facts for this Schedule as required in Contract Data Part Two. That information will be used in evaluating the tender - see Annex A: Tender Assessment Sheet (Financial);
Tenders cannot be evaluated until all of the items are completed.
 - c. Contract award date: a period of about 4 weeks will be allowed between award of contract (starting date) and the Access Date specified in Contract Data Part One as a mobilisation period;
 - d. Completion date: this date has been specified in Contract Data Part One. Tenderers must enter their own completion date for the whole of the works (and any sections thereof) in Contract Data Part Two. This may be the same date provided or an earlier date (if an earlier date that date will then become the Completion date) but no premium will be applied in tender evaluation for earlier completion dates. Tenderers must also calculate and enter appropriate quantities for any time related items in the preliminaries section of the bill of quantities
 - e. Discrepancies: if any discrepancy arises between the priced bill of quantities and the tendered price, the tendered price will take priority;
 - f. Management functions: The Employer has retained WSP Ltd who will take on full responsibility for performing the management functions and duties of *Project Manager* and *Supervisor* as defined by ECC. The designated official for each job is as follows:-

Project Manager: WSP

Email address: nominated person to be confirmed at pre-start meeting.

Supervisor: WSP

Email address: nominated person to be confirmed at pre-start meeting.

- g. Queries: any queries arising from the tender documents which may have a bearing on the offer should be raised with the *Project Manager* as soon as possible, via Delta eSourcing, but in any case not later than 7 calendar days prior to the date of return of tenders. The *Employer* will be ready to consider properly reasoned requests for an extension of the tender period.
- h. Adjudication: See Contract Data Part One and Option Y(UK)2 regarding Adjudication Procedure. Tenderers should indicate with their tender whether any of the proposed terms of appointment (at Annex B) are acceptable.
- i. Adjudicator: in the event of a dispute, an appointment will be made jointly by the *Employer* and the *Contractor*. If tenderers disagree with any of these proposals they must include their alternative proposals with their tender. Please note that the *Employer* and the *Contractor* shall each bear 50% of the costs of the Adjudicator.
- j. Site Information: tenderers are provided with the following documents:-
 - (a) Pre-Construction Information including Statutory Undertakers Plans, core logs and drawings, as listed in Appendix 0/4
- k. Works Information: tenderers are provided with the following documents:-
 - (a) The Preamble to the Specification
 - (b) The Specification
 - (c) The Drawings as listed in the Appendices to the Specification
- l. Site Surveys: Tenderers' attention is drawn to clause 60.2 of ECC. Tenderers may make their own arrangement to carry out additional surveys. Prior notice must be sought from the *Employer* for such surveys.
- m. Additional clauses: tenderers' attention is drawn to the additional "Z" clauses which have been added to ECC and are set out in Contract Data Part One.
- n. Unit rates: these must be quoted in pounds and pence, as appropriate, to two decimal places. The terms 'nil' and 'included' are not to be used but should be indicated as '£0'. Figures must be inserted against each item or activity - credit values in favour of the *Employer* must not be used.
If necessary, the *Employer* may contact a tenderer whose tender has required arithmetical adjustment.
- o. ~~Activity schedule: tenderers are to submit an *activity schedule* with their tenders showing proposed payment profile. This will be a document referenced in accordance with Contract Data Part Two and will comprise a list of activities with an amount entered against each activity. Each amount is the sum due to the *Contractor* on completion of each activity unless it is included in a group. If groups of activities are required to be identified on the schedule, payment for each group becomes due when all the activities in that group are completed. Activity descriptions must be clear and complete so that the work included in each can be identified. **NOT USED**~~
- p. Mandatory activities: **NOT USED**

GENERAL REQUIREMENTS

- 5. Certification. Tenderers must satisfy themselves prior to submission of their tender that the following certificates are available as appropriate in relation to the work, goods and materials offered: -
 - (i) certificates of conformity with quality management schemes;
 - (ii) certificates of conformity with product certification schemes (where the product is not marked);

- (iii) British Board of Agrément Roads and Bridges Certificates;
 - (iv) manufacturers' and suppliers' test certificates.
6. Special Requirements: tenderers should note the special requirements of statutory/privatised bodies as set out in Appendix D to Contract Data Part One. It may be necessary when arranging insurance cover required by clause 84 of ECC to let insurers know of these special requirements.
7. Pollution: tenderers should note any special arrangements in the Specification for disposal of hazardous material. Tenderers should also note the need to comply at their own expense with the duty of care applicable to the carrying, importing, treating, keeping and disposing of waste (including toxic or hazardous waste) as required by the Environmental Protection Act 1990 and any other relevant environmental legislation. If a waste management license or authorisation is required from the Environment Agency responsibility for obtaining it falls to the *Contractor*.
8. Invitation to Tender
The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
9. Confidentiality
The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
The contents of this Invitation to Tender are being made available by the Council on condition that:
- Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
 - Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
 - Tenderers shall not undertake any publicity activity within any section of the media.
 - Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
 - this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - the Tenderer is legally required to make such a disclosure.

The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10. Form of Tender: tenders must be made on the accompanying Form of Tender which must be signed by, or on behalf of, the tenderer and returned together with all the information requested in Part II of this document. The completed documentation must be submitted to the address and by the date and time stated below. No unauthorised alteration or addition should be made to any component of the tender documents. The Tenderer's attention is drawn to the date and time for receipt of tenders and that no submission received after closing time will be considered.
11. Tender Preparation and Costs

It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
12. Accuracy and Ambiguities

It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
13. Warranty

The Tenderer warrants that all the information given in their Tender is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions
14. Qualified tenders: tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders. Only tenders submitted without qualification and strictly in accordance with the tender document as issued (or subsequently amended by the *Employer*) will be accepted for consideration. The *Employer's* decision on whether or not a tender is acceptable will be final and the tenderer will not be consulted. Qualified tenders will be excluded from further consideration and the tenderer notified.
15. Publication and Transparency: tenderers must note that the amount of the successful tender and the name of the tenderer will be published.

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from

disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

16. E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

17. Payment: tenderers must note that the principles governing public procurement require that as far as is reasonably possible payments for goods, works or services are made after delivery. Any indication of advance pricing within a tender will be examined to decide whether a tender in such form is acceptable. If the *Employer* considers that advance pricing has occurred it reserves the right to require the tenderer to spread such pricing over the duration of the *works*.

18. Tender acceptance: the *Employer* does not bind himself to accept the lowest or any tender.

19. Insurance: details of insurance policies held or proposed meeting requirements stated in the Insurance Table within clause 84 of ECC must be submitted with tenders for the *Project Manager's* approval.

20. Claims within excess: tenderers must include with their tenders a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount.

21. Insurance queries: should be raised in writing with the *Project Manager* at the earliest opportunity but in any event 14 days before return of the tender. Tenderers should note that failure to submit required insurance details will delay consideration of their tender by the *Employer*. A contract will not be awarded to a tenderer until their existing or proposed insurances have been verified.

22. Access to private land: arrangements for inspection of the Site which involve access to land not owned by the *Employer* must be made through the *Project Manager* to enable him to make initial contact with land owners. Responsibility for obtaining permission to enter such land and liability for any damage or disturbance caused whilst on such land rests with the tenderer. Such permission cannot be guaranteed in advance. Whilst on private land care must be taken by tenderers to minimise disturbance to occupiers.

23. Public information: tenderers should note requirements in the Works Information for the erection of information boards to advise the travelling public on the progress of the *works*.

24. CDM: Tenderers must be able to satisfy the *Employer (Referred to as The Client under the CDM Regulations)*, that they have sufficient skill, experience and knowledge, and have made available adequate resources for health and safety as set out at Annex C.

25. Pre-Construction Information (PCI): an outline plan is in Annex D. If tenderers wish to make any revisions to it the agreement of the Principal Designer should be sought in writing, directed through the *Employer*, prior to the return of the tender. The successful tenderer, in his role as Principal Contractor, will be required to develop the Construction Phase Plan (CPP) in accordance with the requirements of the CDM Regulations and co-operate with the Principal Designer and *Employer* to enable them to fulfil their duties under the Regulations.

26. Principal Contractor: the attention of tenderers is drawn to the Construction (Design and Management) Regulations 2015. It is proposed to formally appoint the successful tenderer as Principal Contractor under the Regulations at the time of contract award tenderers shall include a written undertaking that if awarded the contract they will be willing to accept a) the appointment of Principal Contractor, b) the duties thereof in accordance with the CDM Regulations, c) confirm that the Construction Phase Plan will be submitted electronically strictly in accordance with the Construction (Design and Management) Regulations 2015 Guidance Document L153 Appendix 3.

27. Considerate Constructor's Scheme: the successful tenderer will be required to register the site under the Considerate Constructor's Scheme. Tenderers must allow all costs for registering the site, including the appropriate fee and for using best endeavours to comply with the Scheme's Code of Considerate Practice. The cost of this scheme is deemed to be included in the tender and no additional costs will be met by the Employer. For details apply to Construction Industry Board's Considerate Constructor's Scheme, PO Box 75, Great Amwell, Ware SG12 9JY. Tel/fax: 0800 783 1423 email - enquiries@ccscheme.org.uk

ALTERNATIVE DESIGNS

28. Alternative tender: where a tenderer wishes to submit a tender involving modifications to design or an alternative design not specifically provided for in the tender invitation, this should be submitted as an "Alternative Tender". No alternative tender shall be submitted unless a tender conforming to the tender invitation is also submitted. An alternative tender must be free of qualifications and be fully priced to show clearly how and where costs would differ from the conforming tender.
29. Submission Procedure: An alternative tender must be accompanied by all necessary supporting information including drawings and a priced addendum to the bill of quantities. Materials, workmanship and design of alternative proposals must comply with the most current Design Manual for Roads and Bridges and the Specification for Highway Works, which are all published by the Stationery Office. An alternative tender will be assessed on its merits. If accepted, the alternative design will become the design for the purpose of the contract and the *Employer* will take on full copyright responsibility.
30. Assessment: A decision to adopt an alternative design will be based on the likely cost savings of the proposals. In assessing the overall saving, account will be taken of the effect of any deferment in starting and completion dates of the project and the cost to the *Employer* of maintenance, additional engineering and administrative resources involved in assessing the alternative design and in implementing it through to completion of contract.

TENDER EVALUATION AND SUBMISSION

31. Financial submission: This must include the following:
- (i) the completed Form of Tender, Contract Data Part Two and Tender Assessment Sheet (Financial);
 - (ii) the tendered bill of quantities;
 - (iii) all other information required to be submitted at the tender stage.

32. Tender Evaluation

Tender Clarification

The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

Tender Assessment

The tender will be assessed on quality and price. Tenderers will be required to demonstrate their competence / suitability in the following sections -

- **Section A - Health and Safety**
 - CDM²⁰¹⁵ – willingness to accept the role of Principal Contractor (Paragraph 26)
 - CHAS Certification, Equivalent Approved scheme certification or completed Health and Safety Questionnaire (Annex C)
 - Accident Record (RIDDOR) (Annex C – Appendix A)

Failure to provide any of the requested information or an unacceptable response shall result in a **FAIL** score for Section A.

- **Section B – Financial Standing and Insurance**

- Proven financial standing (Annex G)
- Adequate Insurance Cover (Conditions of Contract)

Failure to comply with any of the requirements listed or an unacceptable response will result in a **FAIL** score for Section B.

- **Section C - Equality**

- Compliance with Equality and Environmental legislation (Annex H)

Failure to provide any of the requested information or an unacceptable response shall result in a **FAIL** score for Section C.

- **Section D - Experience**

- Reference Projects / Contracts demonstrating ability to provide the construction works described by answering both questions in Annex I.

The responses will be scored out of 10 using the scoring criteria below, any individual score of 6 or less will result in a **FAIL** score for Section D, a score of 6 or above for both questions will result in a **PASS** score for Section D.

Score	Interpretation
10	Excellent. A response which addresses all the issues involved in considerable detail and inspires full confidence that the aspirations of the client are very well understood and are likely to be exceeded.
9	A response which is better than a score of 8 but falls short of a score of 10.
8	Good. A response which addresses all of the issues involved in significant detail with the exception of a few minor issues which have only been addressed to an acceptable level. It also demonstrates a good understanding of the aspirations of the client and gives reason to believe that some aspirations may be exceeded.
7	A response which is better than a score of 6 but falls short of a score of 8.
6	Acceptable. A response which is sufficiently detailed to adequately address the issues involved and which demonstrates that the contractor understands the aspirations of the client and that it is reasonable to believe that they will be delivered.
5	A response which is better than a score of 4 but falls short of a score of 6.
4	Minor Reservations. A response which, although detailed, fails to address a critical issue. A response which marginally fails to demonstrate that the contractor fully understands the aspirations of the client or gives reason to believe that they may not be fully delivered.
3	A response which is better than a score of 2 but falls short of a score of 4
2	Serious Reservations. A response which is lacking in detail and fails to address many critical issues. A response which falls well short of demonstrating that the contractor understands the aspirations of the client or gives reason to believe that they will not be delivered.
1	A response which is better than a score of 0 but falls short of a score of 2.

Score	Interpretation
0	Unacceptable. A very poor response which is considerably lacking in detail and fails to address most critical issues. A response which gives good reason to believe that the contractor is unaware of the client's aspirations or gives very good reason to believe that they will not be delivered.

Evaluation of Sections A to D

A score will be given to all sections A to D. These will be summed, and the result used in the 60/40 quality / price tender assessment.

A **FAIL** score to any of the above Sections A to D shall result in the rejection of your tender.

A **PASS** score to all the above Sections A to D shall result in your tender being assessed in respect of financial scoring, in accordance with Paragraph 33 below. Tender assessment will be based on quality and price as above.

The Employer reserves the right not to consider the financial submission of any tenders it considers does not comply with the above competence / suitability requirements.

33. Financial scoring: the initial financial ranking basis of compliant tenders will be based on the tendered price, adjusted in accordance with Annex A.

34. Returning Tenders:

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.
Returning of Tenders:

- The deadline for returning tenders is **12.00 noon on Friday 25th June 2021** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
- Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
- Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tender For: **Shifnal Town Centre Improvement Scheme**

Contract Number: DMNH 026

Part II: Guidance Notes to Tenderers

35. Project Manager and Supervisor roles: neither of these two officers acts impartially but are both appointed by, and represent the direct interests of, the Employer. The Supervisor is normally resident on Site with the main duty of examining and checking workmanship to ensure that requirements of the contract are being met. The Project Manager is responsible for managing the contract and for protecting the direct interests of the Employer. He is not normally resident on Site but will make regular and frequent visits. Both the Project Manager and Supervisor are empowered to carry out actions and make decisions required under ECC.
36. List of documents with Invitation to Tender: the following is a list of documents included with this invitation:
1. Instructions for Tendering and Guidance Notes
 2. Form of Tender
 3. Contract Data Parts One and Two, together with Appendices
 4. Works Information, including information as listed in paragraph 4k of IFT
 5. Site Information, including information as listed in paragraph 4j of IFT
 6. Bill of Quantities
37. **Documents to be returned with tender**: the following is a summary of information that **must** be submitted with the tender:-
- i) Completed Form of Tender
 - ii) Tendered bill of quantities.
 - iii) Completed Contract Data Part Two with outline programme in accordance with Appendix 1/13.
 - iv) A completed Health and Safety questionnaire.
 - v) Written confirmation that proposed nominations for adjudicator and terms of appointment are acceptable. If they are not, set out alternative proposals.
 - vi) Written undertaking stating willingness if awarded the contract to accept the appointment and duties of Principal Contractor as stated in Paragraph 26.
 - vii) Details of the tenderer's insurance policies
 - viii) a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount
 - ix) If an Alternative Design (either partial or whole) is being submitted include the following additional information:
 - (a) Revised plans, drawings and documentation
 - (b) Schedule of changes from the original design.

- (d) Report on the Environmental Impact of the alternative design, including mitigation measures.
- (e) A fully priced extension to bill of quantities.
- (f) A statement setting out the cost savings
- (g) A statement on how the outline Pre-construction information would change resulting from the alternative design.
- (h) The following completed forms (obtainable from the *Project Manager*):
 - Approval in Principle forms for each alternative structure
 - Addendum Approval in Principle Forms
 - Stage 1 Safety Audit Certificate.
- ix) HM Revenue and Customs new Construction Industry Scheme contractor registration details for verification, namely –
 - Company Unique Tax Reference (UTR);
 - Company Name;
 - Company Trading Name;
 - Company Registration Number.

TAX AND NATIONAL INSURANCE CONTRIBUTIONS

38. Construction Industry Scheme Regulations: the specified work will be a construction operation as defined in the Inland Revenue's Construction Industry Scheme Regulations.

The Contractor must provide HM Revenue and Customs new Construction Industry Scheme contractor registration details for verification, namely –

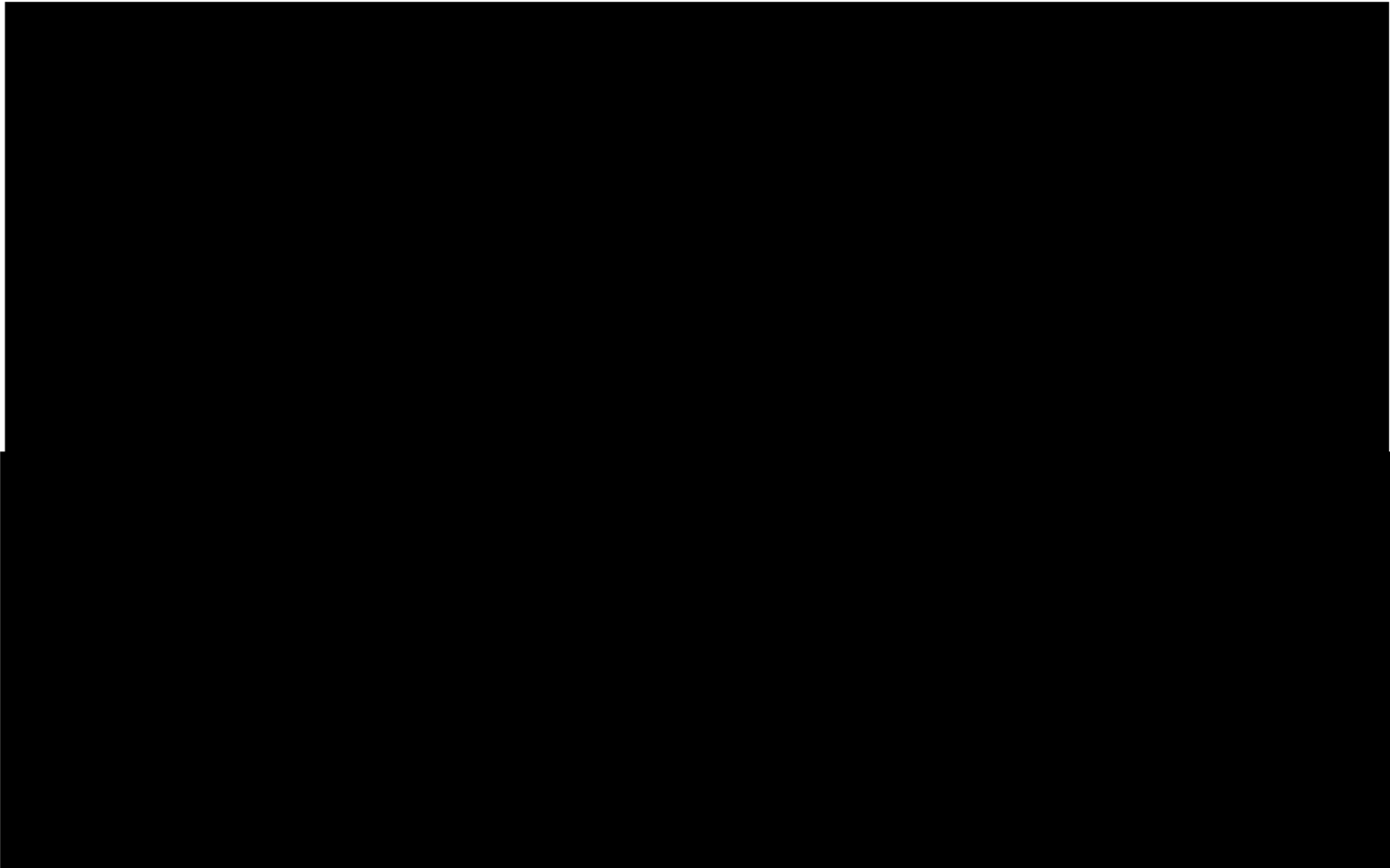
- Company Unique Tax Reference (UTR);
- Company Name;
- Company Trading Name;
- Company Registration Number.

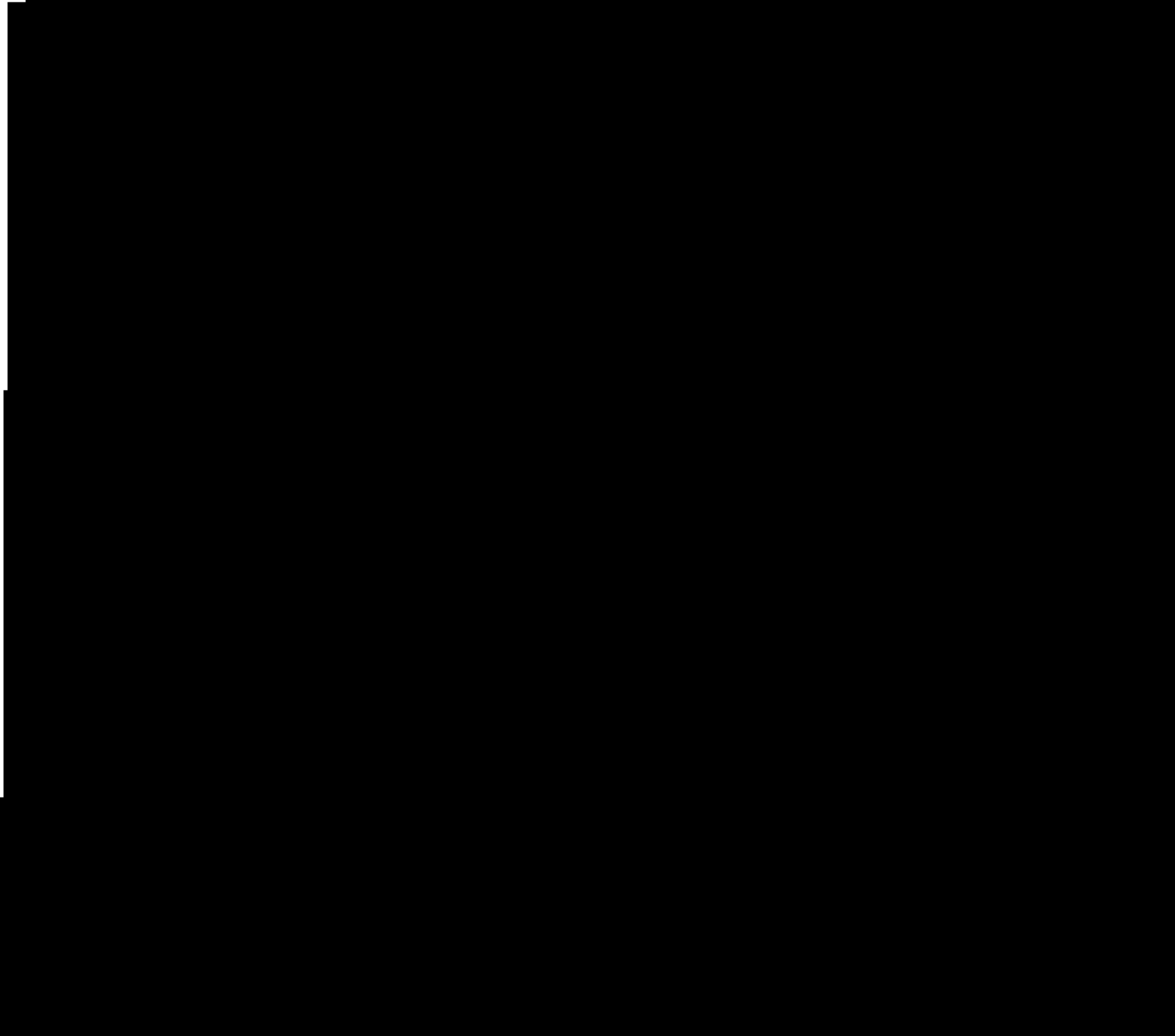
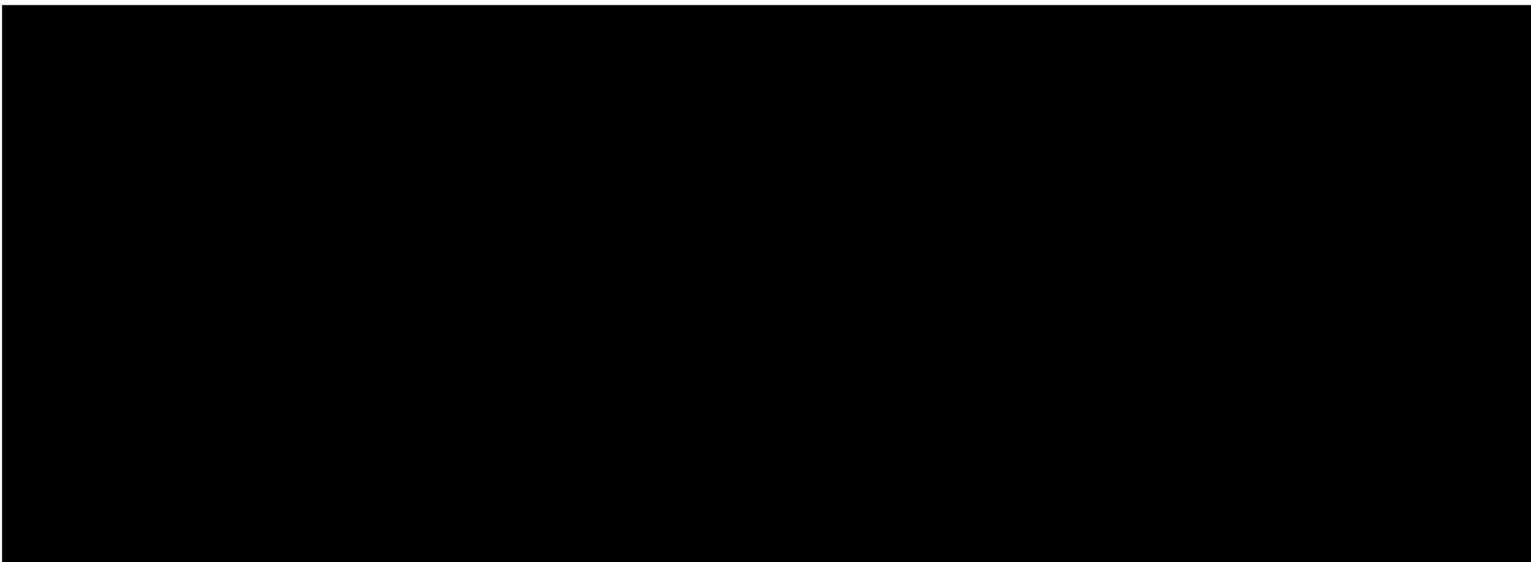
Until you present the appropriate documentation the Employer is not permitted to make any payments for work done.

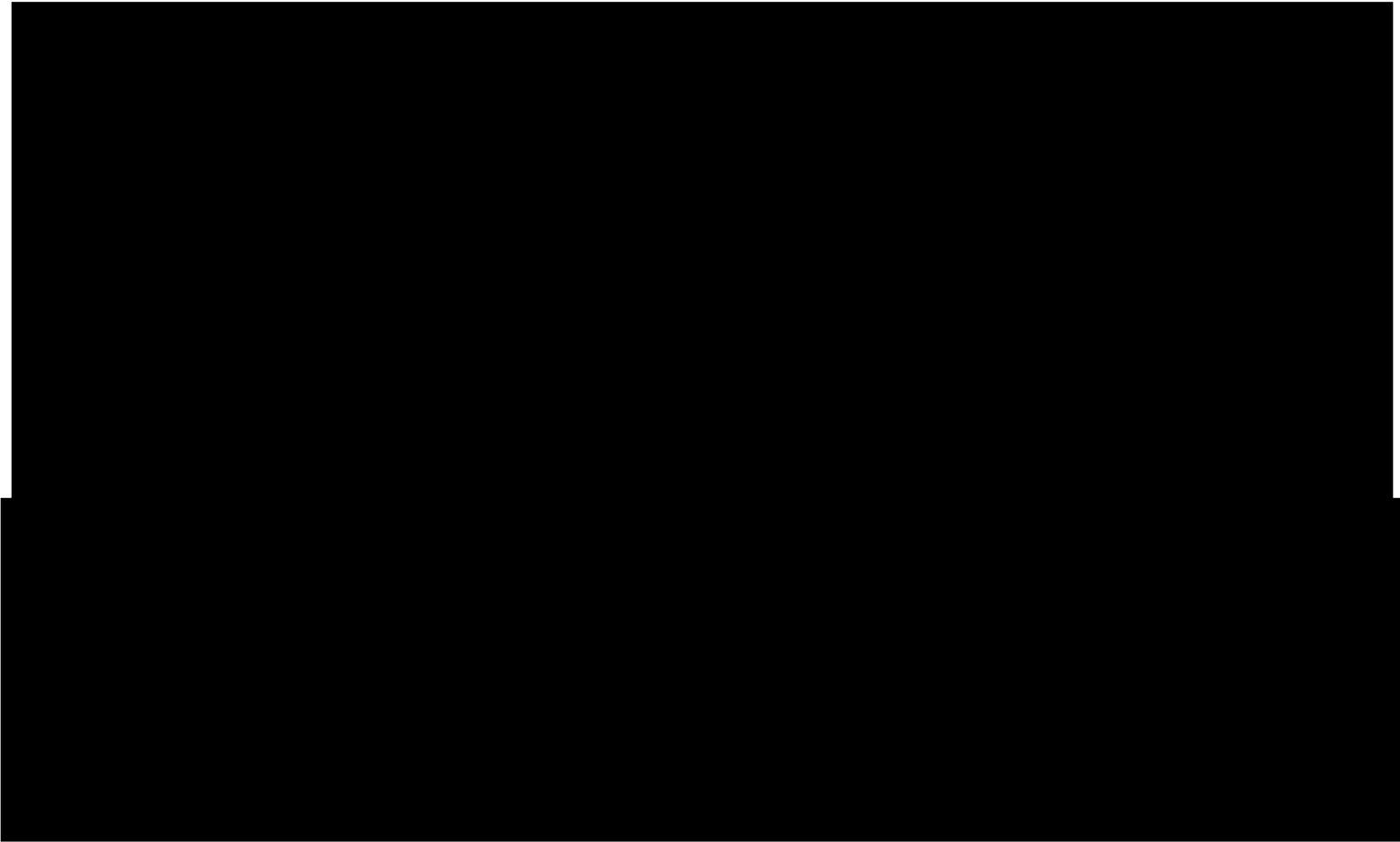
Tender Assessment Sheet (Financial)

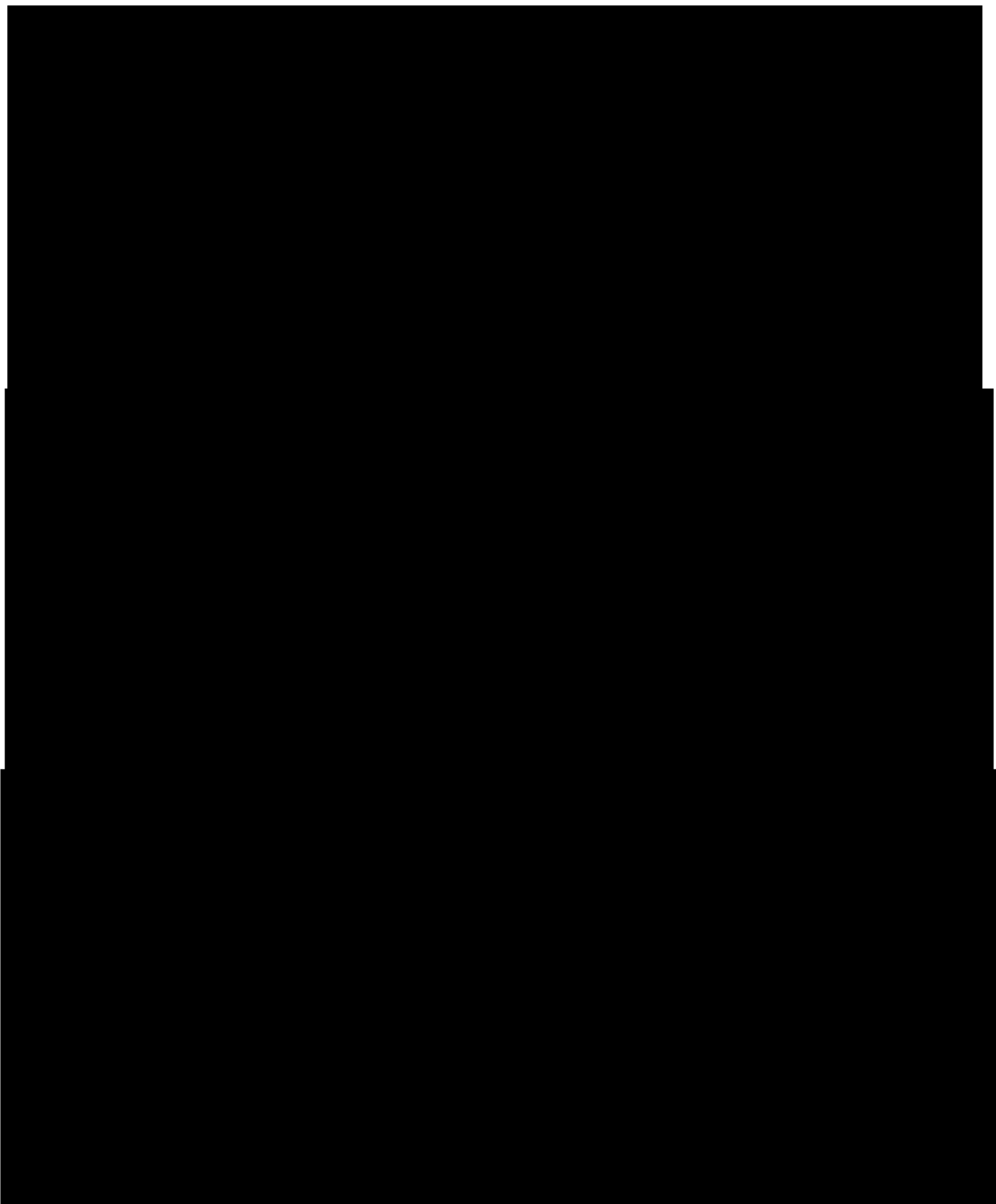
This sheet is only for the purpose of assisting the Employer to assess tenders and will not be part of the contract. The amounts stated may not be expended and may be exceeded. Other factors may be taken into account in assessing tenders. These may include cashflow effects, advance payments, design by the Contractor.

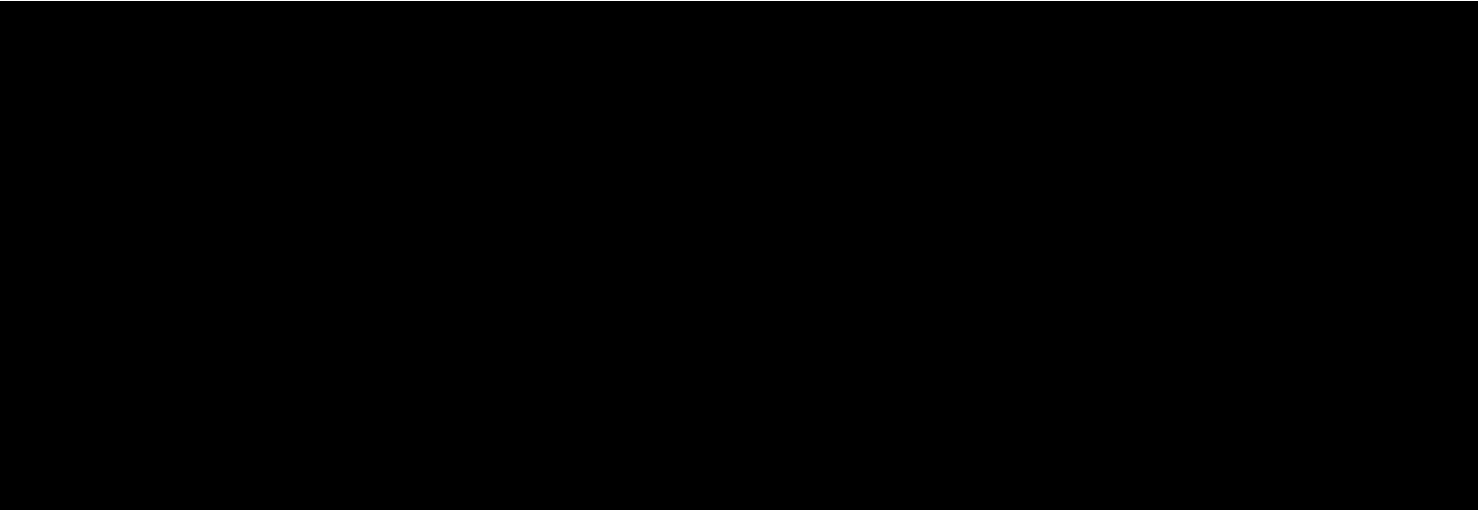




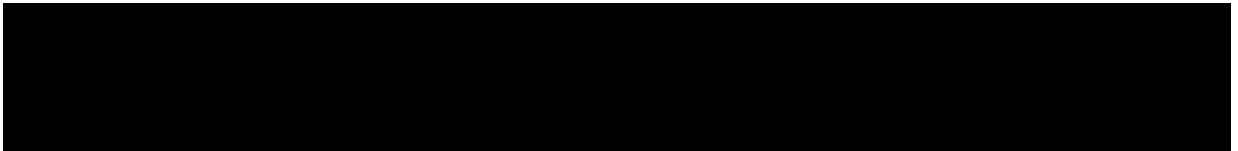








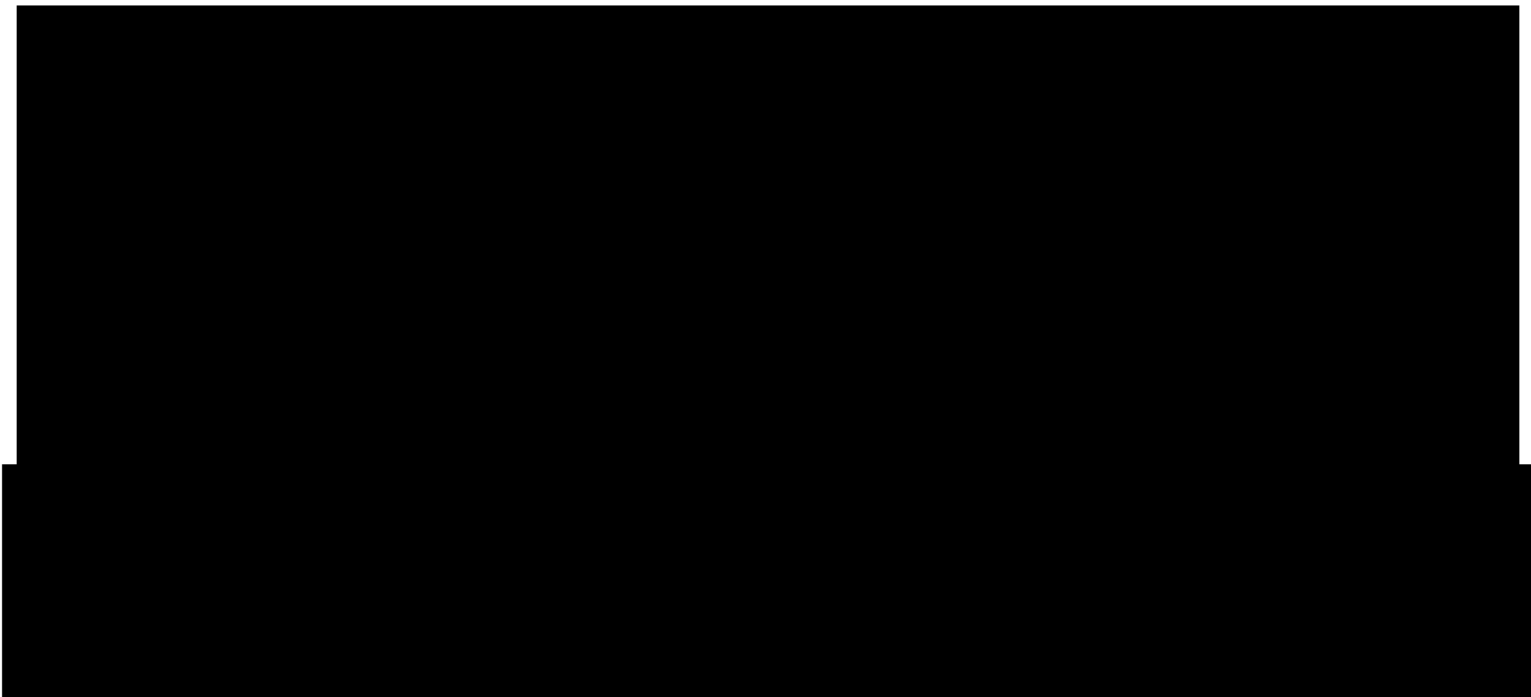
PRE-CONSTRUCTION HEALTH & SAFETY INFORMATION



NOT USED

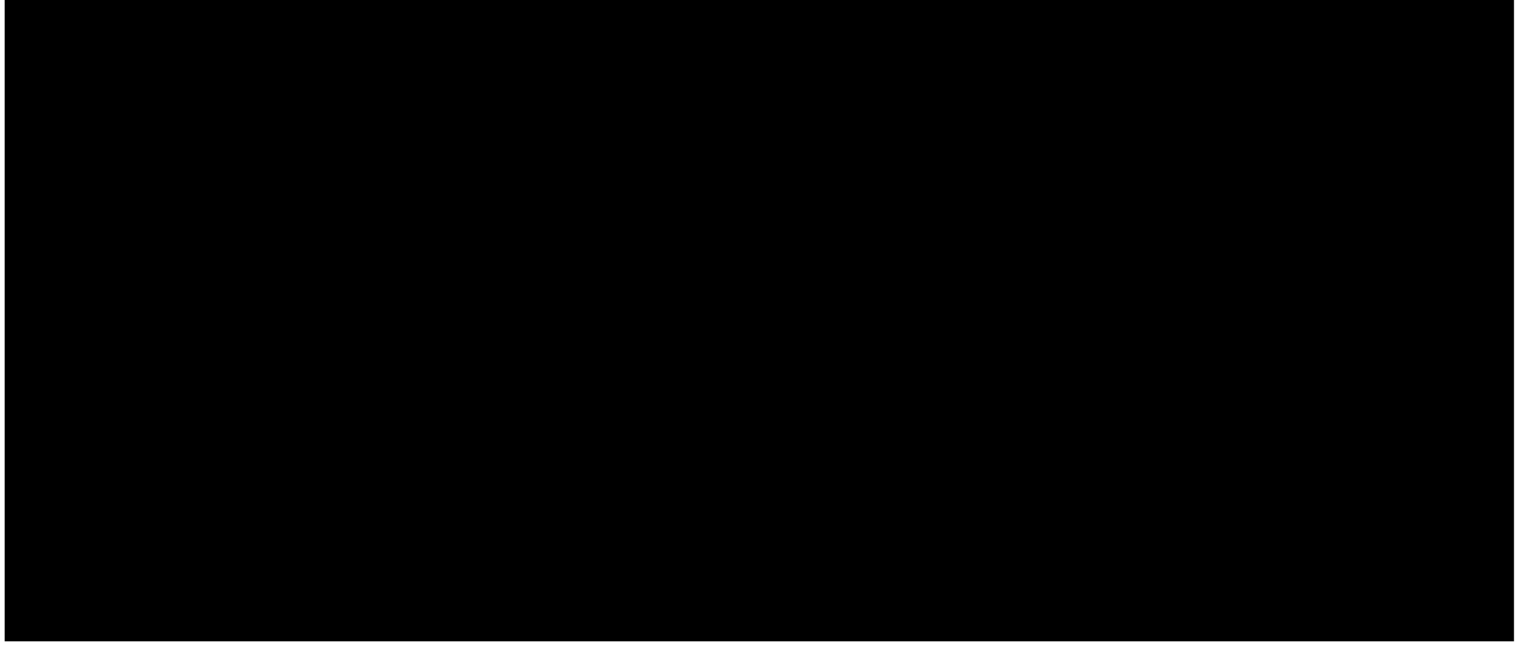
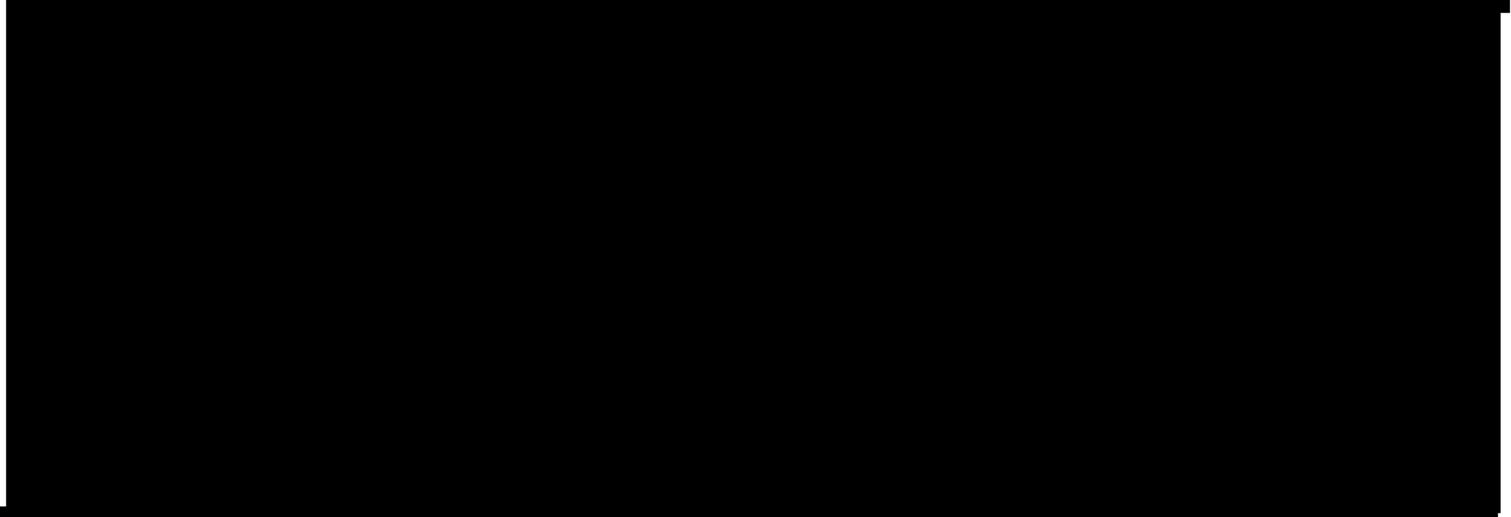
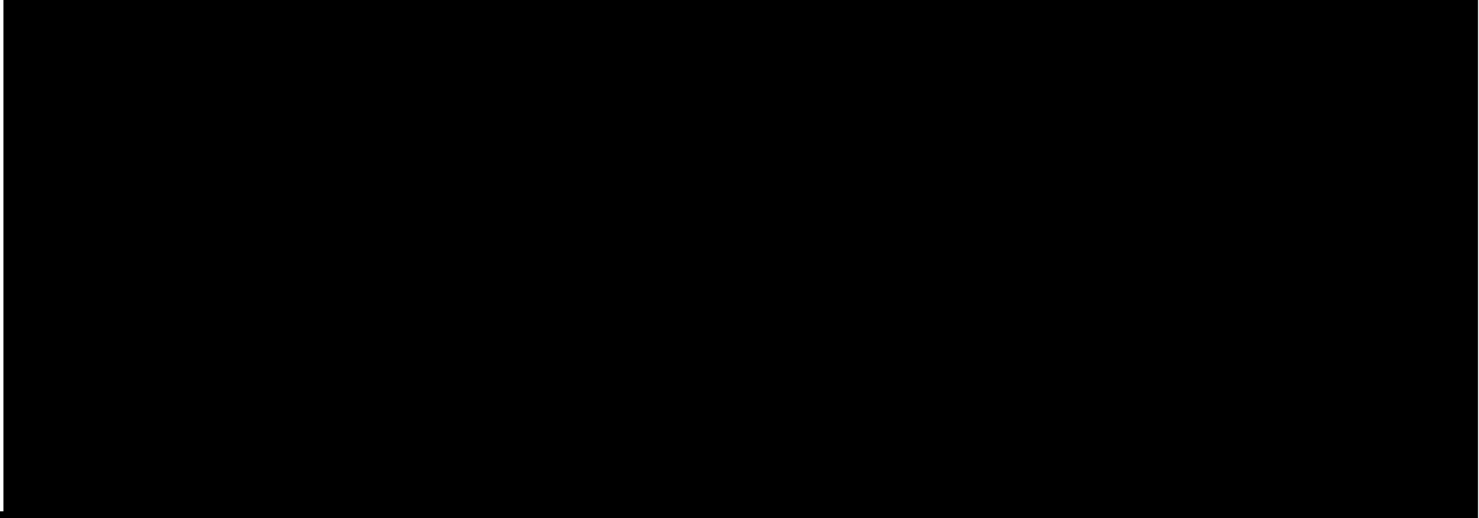
NOT USE

FINANCIAL DETAILS



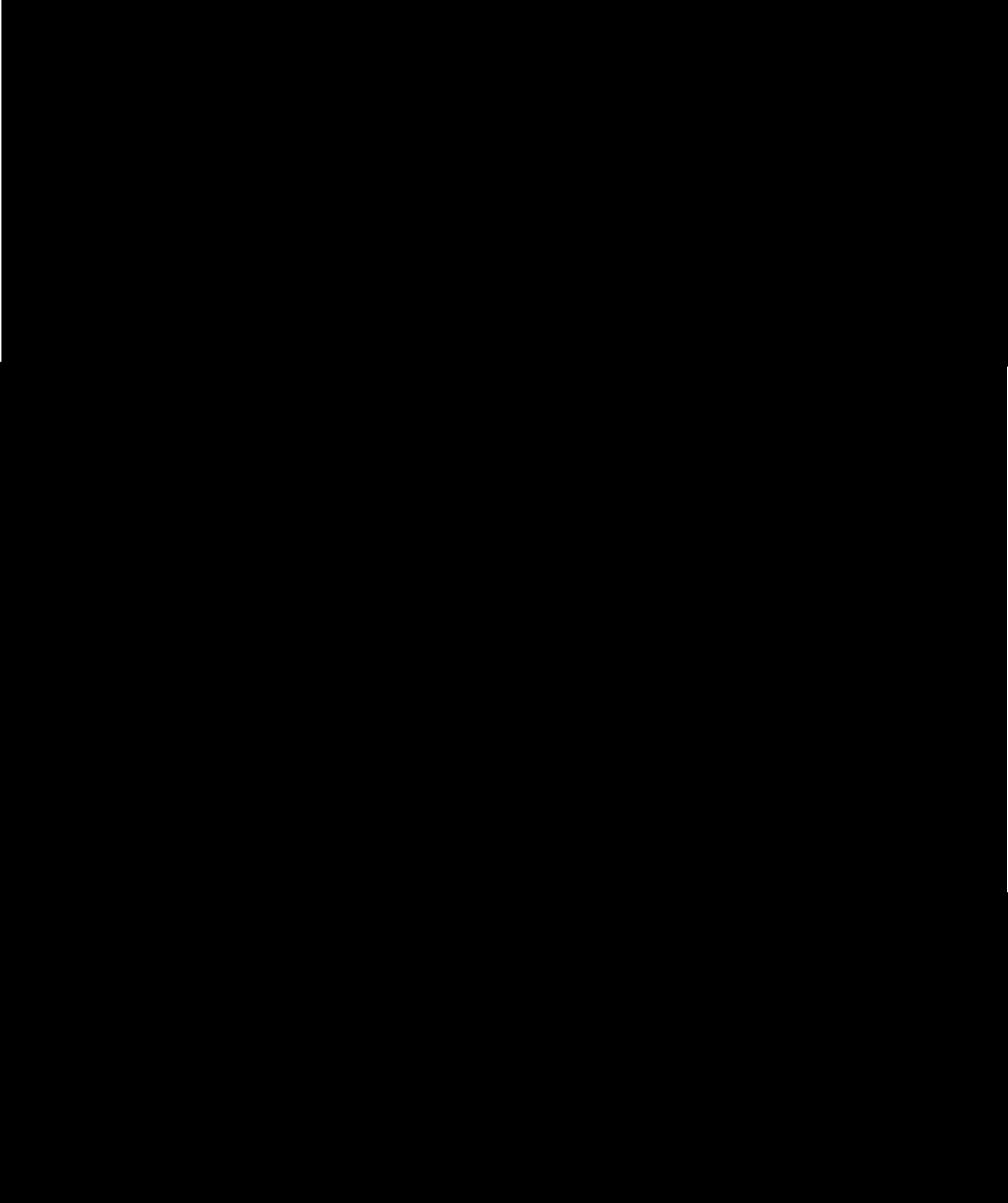
EQUALITY AND ENVIRONMENTAL MANAGEMENT QUESTIONNAIRE

Equal Opportunities

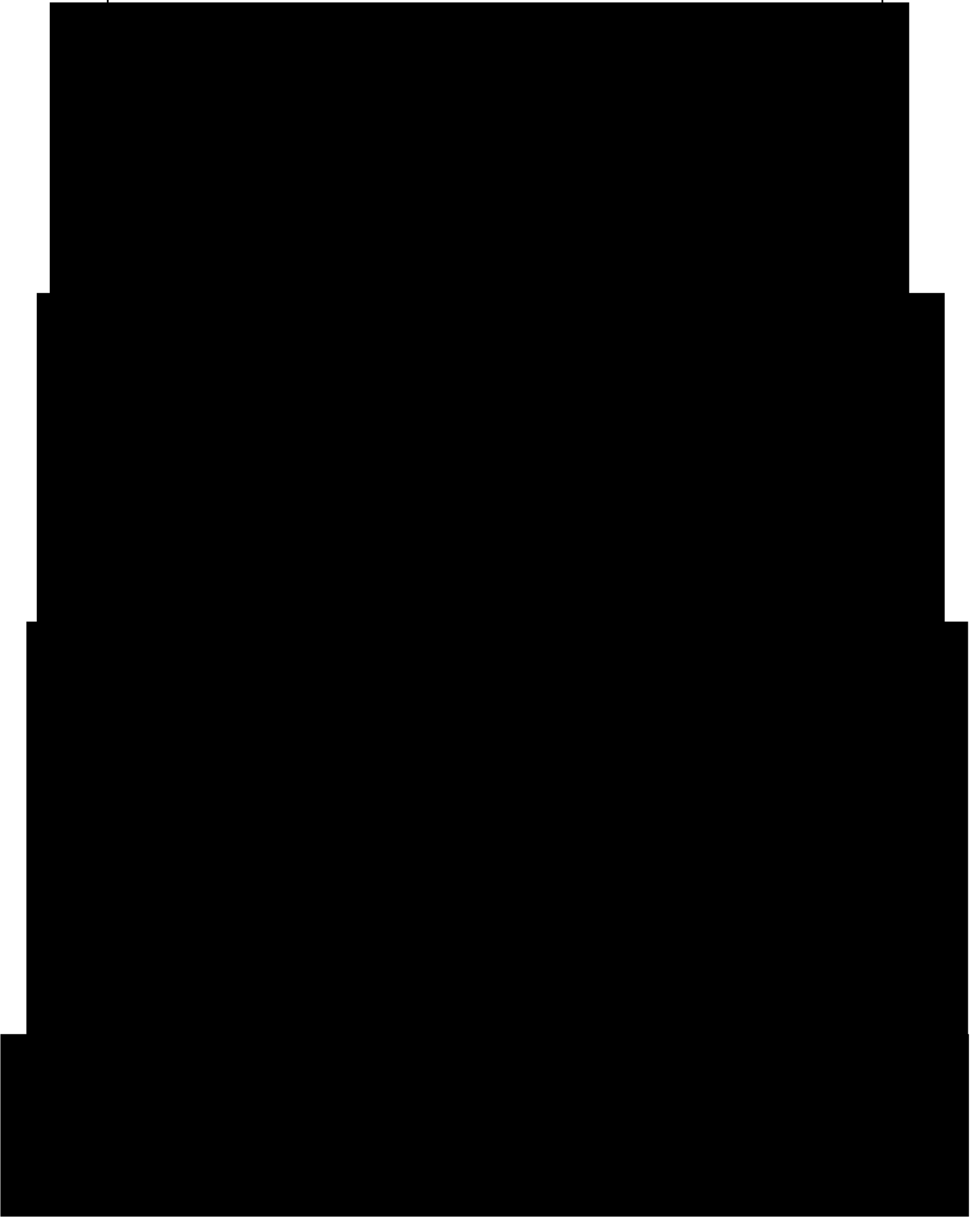


PROVEN TRACK RECORD

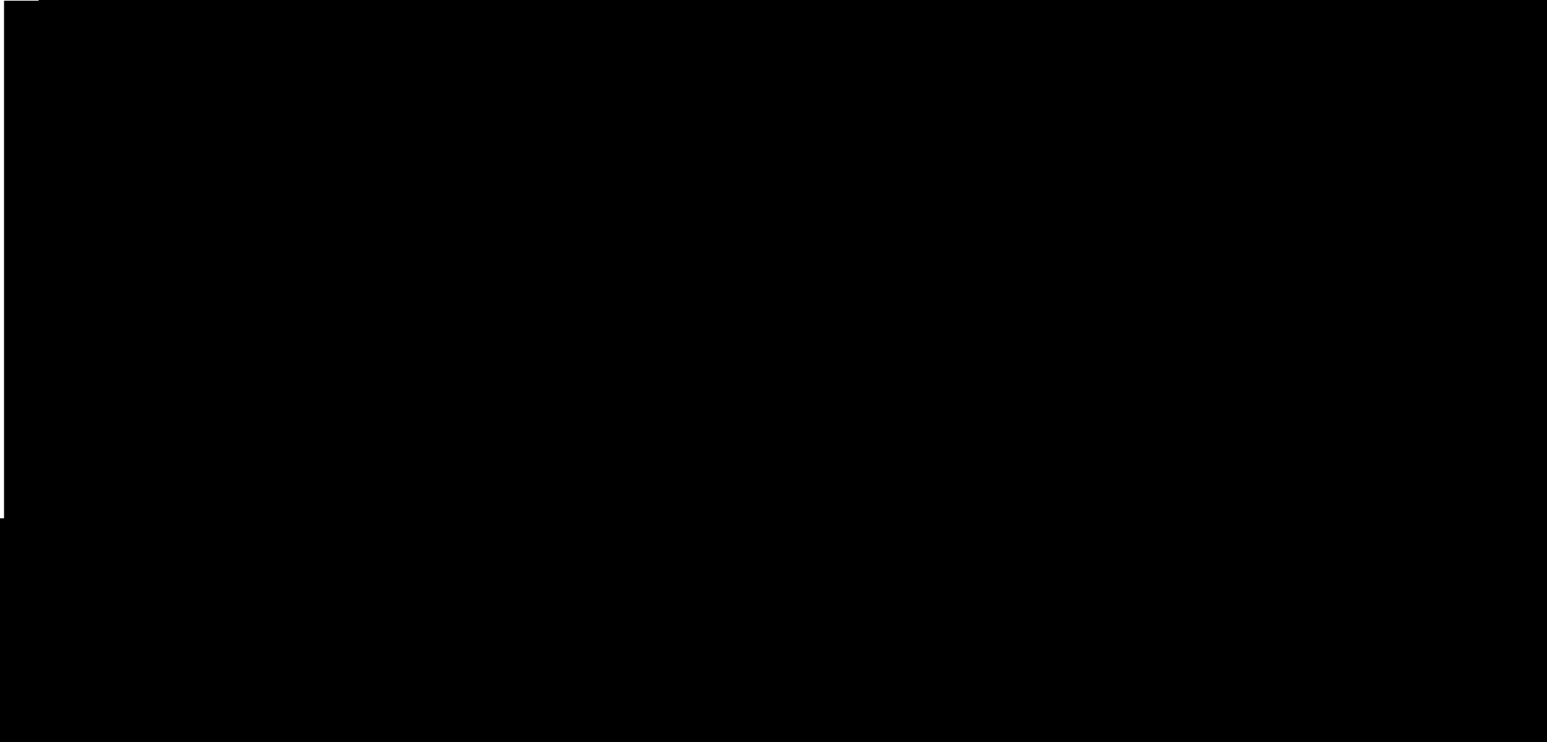
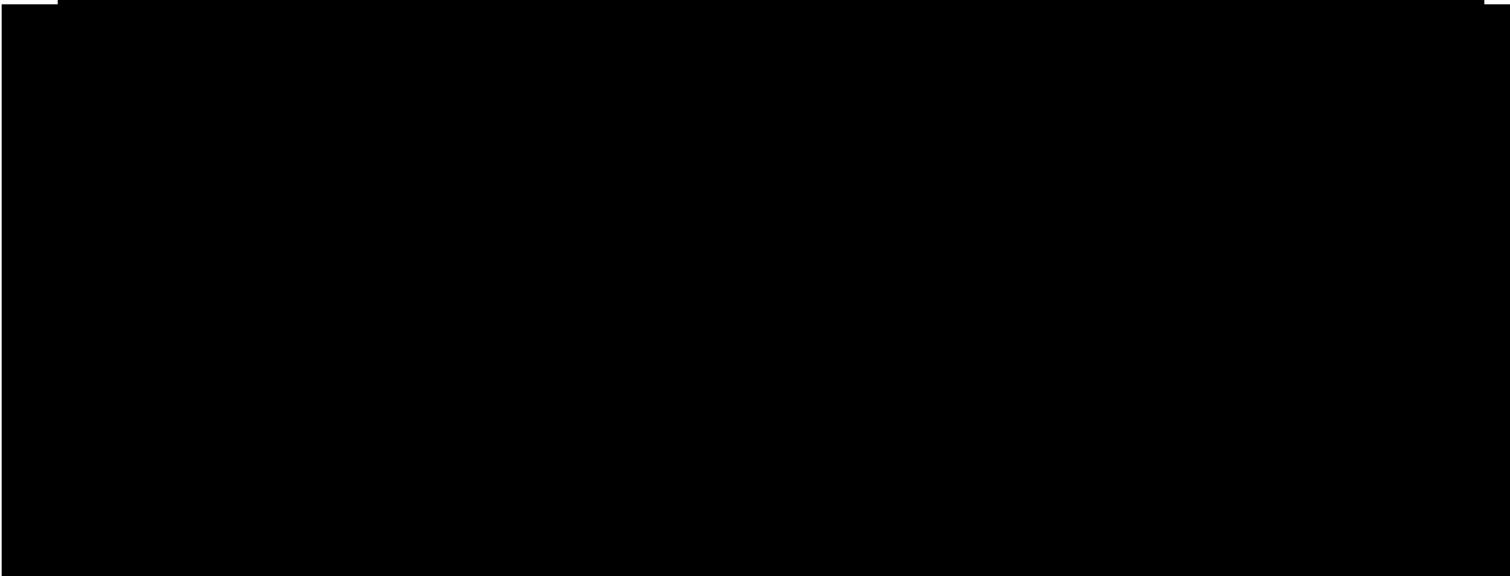
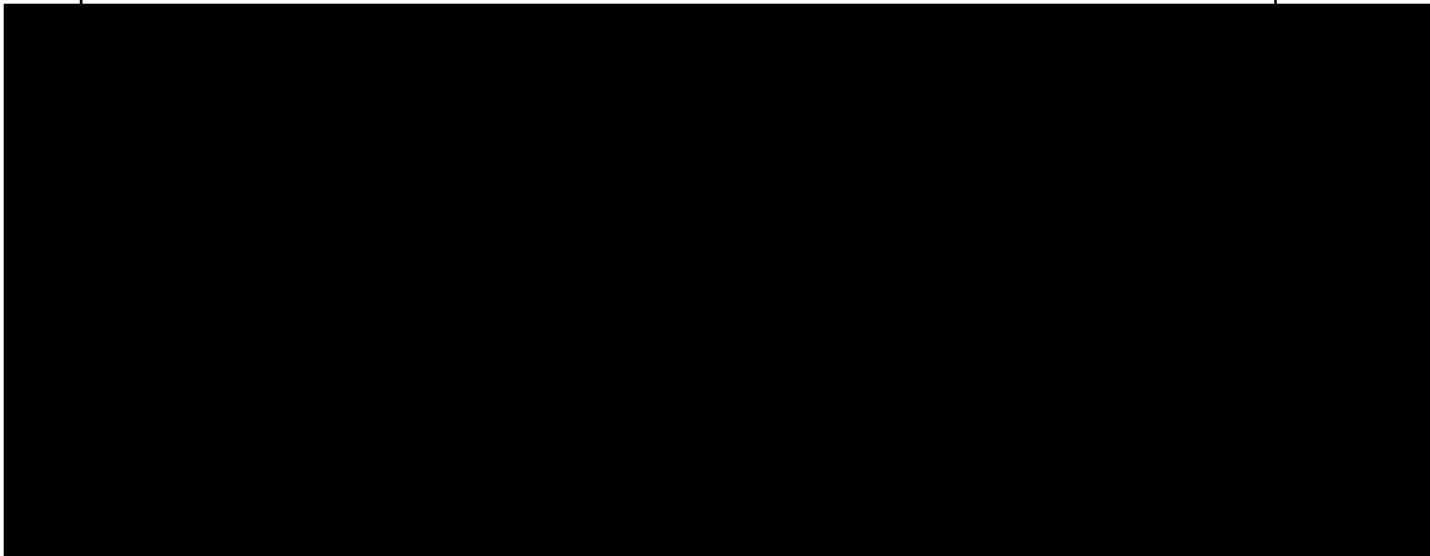
Question 1 - Proven Track Record of delivering public realm enhancement Works using natural stone materials.



Question 2 - Proven Track Record of delivering public realm enhancement Works and successful management of access and stakeholder engagement.



Question 3 - Other Specialist Construction Activities/Services you are able to provide



Question 4 – Recovery of the local economy post-Covid



Shifnal Town Centre Improvement Scheme

Document Ref. 1

Conditions of Contract

Form of Tender
Conditions of Contract

Contract Number: DMNH 026

Date: 26th April 2021
Document Ref: 62240659/Doc1

LIST OF DOCUMENTS

Document 0	Instructions for Tendering
Document 1	Conditions of Contract:
Document 2	Specification & Preambles to the Bill of Quantities
Document 3	Bill of Quantities
Document 4	Pre-construction information

Engineering and Construction Contract
(Third Edition 2013)

FORM OF TENDER

(ECC COLLUSIVE)

TENDER
FOR THE CONSTRUCTION, COMPLETION,
TESTING AND COMMISSIONING OF
Shifnal Town Centre Improvement Scheme

To: Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND.

Having examined the Conditions of Contract, being Option **B** of the Engineering and Construction Contract (Third Edition 2013), together with Contract Data Parts One and Two, the Works Information and the Site Information for the construction of the above mentioned Scheme we offer to Provide the Works and maintain the same until the *defects date* in conformity with the said Conditions of Contract, the Contract Data Parts One and Two, the Works Information and the Site Information for a Price of £.....

We undertake to start the works on the date stated in Contract Data Part One and complete the works on the date stated in Contract Data Part Two of the Conditions of Contract.

We attach the following completed documents which form part of our offer:-

- Contract Data Part Two
- Bill of Quantities

We agree to enter, when required, into a formal Deed under seal for carrying out these works in the form which has been provided to us by you with the tender documentation. Unless and until such a Deed is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest, or any tender you may receive.

We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:-

- (i) Before the award of any contract for the work:-
 - (a) communicate to any person other than a person who has been duly authorised by the Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- (ii) Pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i) (a) or (b)

We also certify that the principles described in paragraph (i) and (ii) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certificate, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions. The word "person" includes any persons and any body or association, corporate or unincorporate; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the works" means the work in relation to which this tender is made.

Dated this day of 20

Signature In capacity of

(e.g. Director, Secretary, etc)

Name
(in capitals)

Duly authorised to sign tenders for and on behalf of:

.....
Registered Address Tel No.
..... Fax No.
..... E-mail

Shifnal Town Centre Improvement Scheme

CONTRACT DATA PART ONE

DATA PROVIDED BY THE EMPLOYER

In respect of the Institution of Civil Engineers'
Engineering and Construction Contract

(Third Edition 2013)

Shropshire Council
Development Services
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

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Appendices

Appendix A: Form of Agreement by Deed

~~Appendix B: Certificates~~ **Not Used**

~~Appendix C: Form of retention bond~~ **Not Used**

Appendix D: Special Requirements

~~Appendix E: Form of Parent Company Guarantee~~ **Not Used**

~~Appendix F: Terms and Conditions of Novated Contracts~~ **Not Used**

Appendix G: Collateral Warranty

CONTRACT DATA PART ONE

1. General

1.1 The conditions of contract are the core clauses and the clauses for Options **B**, dispute resolution Option **W2, X2, X5, X7, X16, X18, Y(UK)2, Y(UK)3** and **Z** of the NEC3 Engineering and Construction Contract (April 2013).

1.2 The *works* are:

The works comprise construction of new kerb lines, widening existing footways, updating drainage systems, realigning existing junctions and improving pedestrian crossing points. Parallel bays for parking and loading have been incorporated on the West side of Bradford Street.

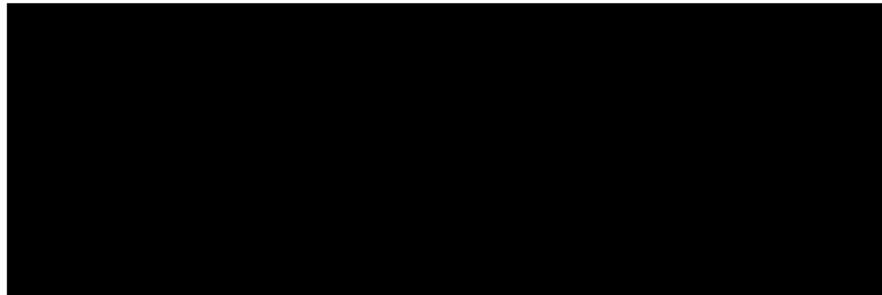
Footways are to be repaved and the carriageways are to be reconstructed, including raised tables with coloured junction areas.

Traffic signs and road markings are to be renewed and improved.

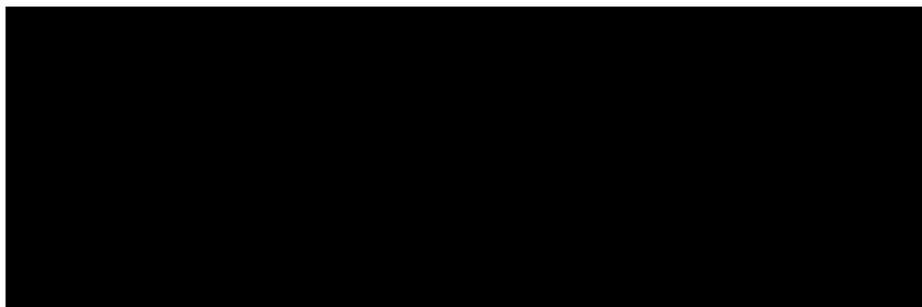
Landscaping features consisting of new benches, bins, planters and tree pits are included.

1.3 The *Employer* is **Shropshire Council, Highways and Transport, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND.**

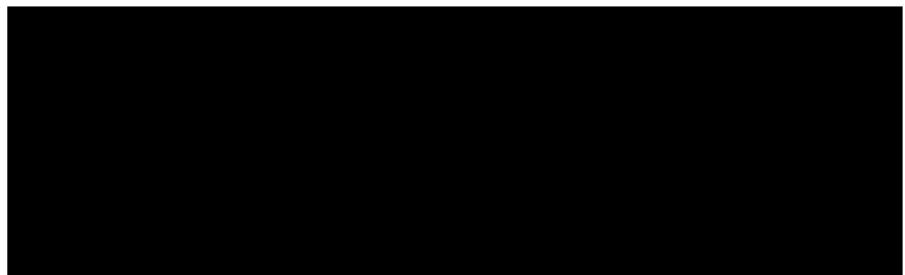
1.4 The *Project Manager* is:



1.5 The *Supervisor* is:



1.6 The principal designer is:



1.7 The CDM advisor is:



The Employer has appointed the CDM Advisor to act as his agent in order to assist the client in discharging his duties under CDM 2015 (see Z44).

- 1.8 **The Adjudicator is only appointed if deemed necessary by either the Contractor or the Employer.**
- 1.9 The Works Information is in: **The Preamble to the Specification, The Specification and on the drawings as listed in the Appendices to the Specification**
- 1.10 The Site Information is in: **The Appendices within the contract Documents and the Pre-Construction information**
- 1.11 The boundaries of the site are: **As stated in Appendix 1/7**
- 1.12 The language of this contract is **English.**
- 1.13 The law of the contract is the law of **England and Wales, subject to the jurisdiction of the Courts of England and Wales.**
- 1.14 The period for reply to a communication is **7 days.**
- 1.15 The Adjudicator Nominating Body is **The Institution of Civil Engineers.**
- 1.16 The tribunal is **arbitration.**
- 1.17 The arbitration procedure is **the latest version of the Institution of Civil Engineers Arbitration Procedure or any amendments to it in force when the arbitrator is appointed.**
- 1.18 The place where arbitration is to be held is **London**
- 1.19 The person or organisation who will choose an arbitrator
- If the Parties cannot agree a choice or
 - If the *arbitration procedure* does not state who selects an arbitrator is **The Institution of Civil Engineers**
- 1.20 The following matters will be included in the Risk Register
1. All residual risks identified in the Pre-Construction Information
 2. The Contractor will submit a programme for approval within one week following the *starting* date. Failure to agree an accepted programme in accordance with the conditions of contract may delay first access date. Risk owner is the *Contractor*.
 3. The Contractor is responsible for sourcing and supplying all construction materials required to meet the accepted programme, including any approval periods required. The Contractor is responsible for any delays in the programme associated with the rejection of samples supplied.

2. The Contractor's Main Responsibilities

- 2.1 The Contractor's liability for the Employer for indirect or consequential loss is **Unlimited**.
- 2.2 For any one event, the Contractor's liability to the Employer for loss or damage to the Employer's property is **Unlimited**
- 2.3 The Contractor's liability for Defects due to his design that are not listed on the Defects Certificate is **Unlimited**.
- 2.4 The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is **Unlimited**
- 2.5 The end of liability date is 12 years after Completion of the whole of the works.
- 2.6 The Contractor ensures any subcontractor appointed to undertake design works enters into the collateral warranty agreement included with this tender (see Z49)

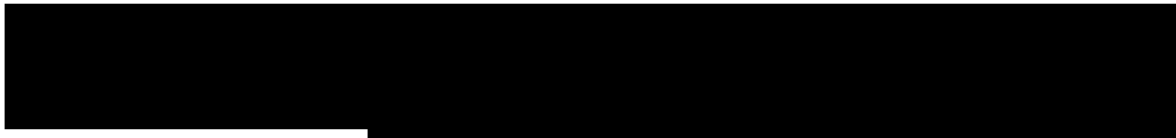
The collateral warranty agreement is:

<u>Agreement reference</u>	<u>Parties</u>
Collateral Warranty to be provided by a Subcontractor as set out in Appendix G	Shropshire Council

3. Time

- 3.1 The starting date is: 26th July 2021
- 3.2 The access dates are:
- | Part of the Site | Date |
|-------------------------|------------------------------|
| All areas | 23 rd August 2021 |
- 3.3 The completion date for the whole of the works is: 23rd September 2022
- 3.4 ~~The completion date for each section of the works is: - Not Used~~
- 3.5 The Employer is not willing to take over the works before the Completion Date.
- 3.6 The Contractor is to submit a first programme for acceptance within **4 weeks** following the starting date
- 3.7 The Contractor submits revised programmes at intervals no longer than: **4 weeks**.
- 3.8 ~~The key dates and conditions to be met are – Not Used~~
- 3.9 ~~The bonus for each sections of the works is: (See Z20) – Not Used~~
- 3.10 ~~Delay damages for the sections of the works are: - Not Used~~
- 3.11 ~~The bonus for the whole of the works is: £...[Amount]..... per day. (See Z20) – Not Used~~

3.12



4. Testing and Defects

4.1 The *defects date* is **104** weeks after Completion of the whole of the *works*.

4.2 The *defect correction period* is **4** weeks

5. Payment

5.1 The *currency of this contract* is the **pound sterling (£)**.

5.2 The *assessment interval* is **four** weeks (not more than five).

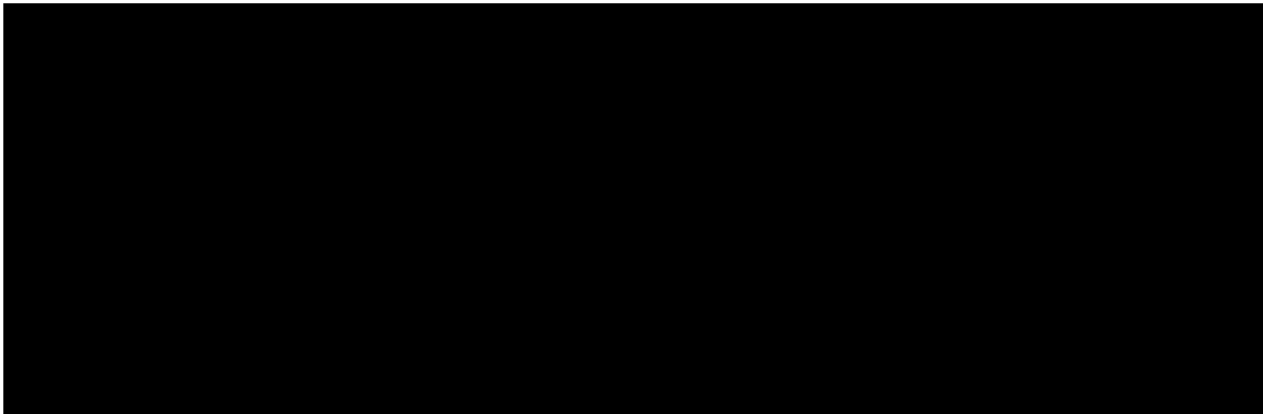
5.3 The period for payments is **28 Days** (See Clause Z19).

5.4 The *interest rate* is **2%** per annum (not less than 2) above the **average base rate in force from time to time at the following banks: Barclays, Lloyds TSB, National Westminster and HSBC unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require.**

5.5 The retention free amount is: **nil**.

5.6 The retention percentage is: **5%** (see Z32)

~~5.7~~

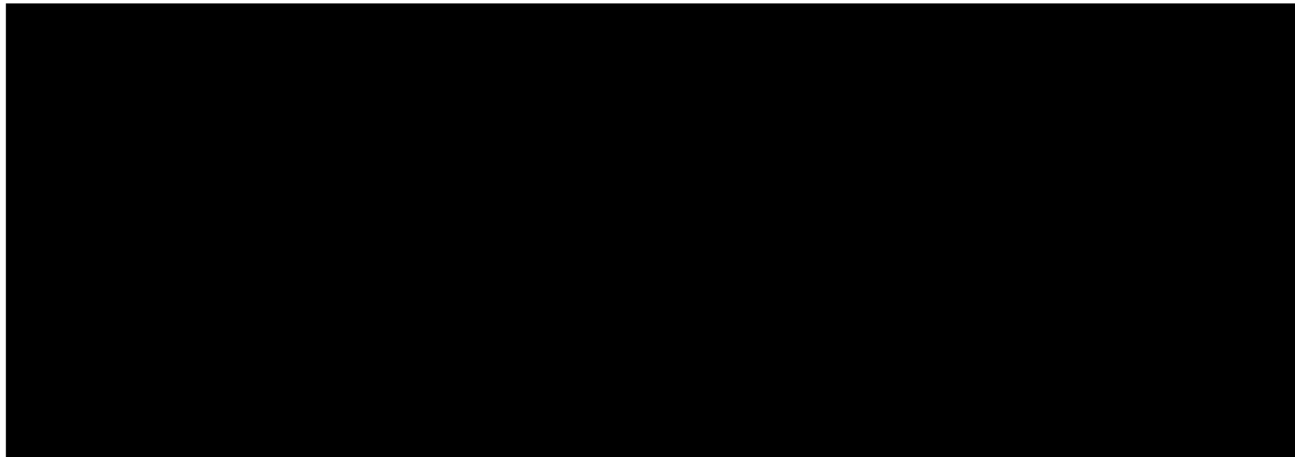


~~5.8~~

~~5.9~~

5.10

5.1



5.1

- 5.13 The *base date* for indices is: [Date]— **Not Used**
- 5.14 The indices are those prepared by [the Department of Transport and the Regions and published by The Stationery Office in the "Price Adjustment Formulae for Construction Contracts— Monthly Bulletin of Indices": -- **Not Used**
- Index of the Cost of Labour in Civil Engineering Construction;
 - Index of the Cost of Providing and Maintaining Constructional Plant and Equipment;
 - Indices of Constructional Material Prices.]

- 5.15 The Contractor's share percentages and the share ranges are: - **Not Used**

share range	Contractor's share percentage
less than [**]..% [**]..%
from.. [**]..% to [**]..% [**]..%
from.. [**]..% to [**]..% [**]..%
greater than [**]..% [**]..%

- 5.16 The *Contractor* prepares forecasts of Defined Cost for the *works* at intervals no longer than [4] weeks. – **Not Used**
- 5.17 The *exchange rates* are those published in [Publication Name]— **Not Used** On [Date].

6. Compensation Events

- 6.1 The place where weather is to be recorded is: [*] - **Not Used – See Z25**
- 6.2 *The weather measurements to be recorded for each calendar month are*— **Not Used – See Z25**
- the cumulative rainfall (mm)
 - the number of days with rainfall more than 5mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at [Time **:**] hours GMT
 - and these measurements: [Windspeed]

- 6.3 The *weather measurements* are supplied by— **Not Used – See Z25**
[The Met Office, Building Consultancy Group, Fitzroy Road, Exeter, Devon EX1 3PB.]

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at ...[Shawbury, Shropshire]...and which are available from [The Met Office].

WHERE NO RECORDED DATA IS AVAILABLE

- 6.4 Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are— **Not Used – See Z25**
- 6.5 There are additional and/or modifications to compensation events

1. Details are given in the list of additional Z clauses following paragraph 12 below

7. Title

7.1 See Z40

8. Risks and Insurance

8.1 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is **£5,000,000 (five million pounds) for any one event with no limit to the number of events.**

8.2 If an insurance policy contains any excess amount the following levels will be permitted: - (See Z42)

(a) for insurance risks relating to loss of or damage to the *works*, Plant and Materials, as follows:

i. where the tendered price is below £1m an excess limit of £5,000

ii. where the tendered price is above £1m an excess limit of £10,000

(b) For all other insurance risks included in the Insurance Table, i.e. relating to loss of or damage to equipment and property, bodily injury or death to the *Contractor's* employees and bodily injury or death to third parties, as follows: -

i. an excess limit of £2,500

ii. an excess limit over £2,500 will not be approved.

8.3 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract **£5,000,000 (five million pounds) with no limit to the number of events.**

8.4 The *Employer* does not provide any of the insurances stated in the Insurance Table.

8.5 There are no additional *Employer's* risks.

8.6 The *Employer* does not provide any Plant or Materials.

8.7 The *Employer* provides no additional insurances.

8.8 The *Contractor* provides no additional insurances.

9. Termination

9.1 See Z48

10. Option Y(UK)2

10.1 The period for payment is **28 days** (See Z19)

11. Option Y(UK)3

11.1 Option Y(UK)3

The Contracts (Rights of Third Parties) Act 1999

- Term person or organisation
[All excluded] [All excluded]

12. Additional Conditions of Contract

The additional conditions of contract are **set out in the pages immediately following Contract Data Part One.**

Additional Conditions of Contract (Option Z)

Index

Z2	Confidentiality (M)
Z3	Public Interest Disclosure (M)
Z4	Prevention of Bribery (M)
Z5	Equalities (M)
Z6	Human Rights (M)
Z7	Health & Safety at Work (M)
Z8	Freedom of Information Act 2000 and Environmental Information Regulations 2004 (M)
Z9	Audit and Monitoring (M)
Z10	Goods Vehicles Operator's Licence (M)
Z11	Quality Submission - Not Used
Z12	Quality Management System - Not Used
Z13	Responsibility for Statutory Undertakers
Z14	Named Key Personnel
Z15	Named Subcontractors
Z16	Payment (M)
Z17	Recovery of Sums due from Contractor (M)
Z18	Retention Bond - Not Used
Z19	Dates of Payment (M)
Z20	Bonus for Early Completion - Not Used
Z21	Lane Rental Charge for Late Completion Not Used
Z22	Lane Rental Charge for Maintenance Work
Z23	Bonus for Timely Daily Clearance of Carriageway Not Used
Z24	Lane Rental Charge for Late Daily Clearance of Carriageway Not Used
Z25	Deletion of Certain Compensation Events
Z26	Work Suspension (M)
Z27	Parent Company Guarantee - Not Used
Z28	Special Requirements of Statutory Undertakers
Z29	Tax and National Insurance Contributions (M)
Z30	Effects of Weather on Work
Z31	Value Engineering
Z32	Retention Payment
Z33	Complaints Procedure (M)
Z34	Novation of Existing Contracts - Not Used
Z35	Safeguarding (M)
Z36	Agreement Status and Transparency (M)
Z37	Protection of Personal Data
Z38	Interpretation Provisions
Z39	Subcontracting
Z40	Employers Title to Equipment, Plant and Materials
Z41	Assignment
Z42	Insurance Excesses
Z43	Shropshire Council as Regulatory Body
Z44	CDM Advisor
Z45	Compliance with Legislation (M)
Z46	Third Party Rights - Not Used
Z47	Copyright (M)
Z48	Public Contracts Regulations 2015
Z49	Collateral Warranty Agreements
Z50	Modern Slavery Act 2015

DEFINITIONS

In these Additional Conditions of Contract the following words shall have the following meanings:

“Agreement”	means the Agreement between the Employer and the Contractor
“Bribery Act”	The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
“Commercially Sensitive Information”	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Employer in writing that, if disclosed by the Employer, would cause the Contractor significant commercial disadvantage or material financial loss;
“Confidential Information”	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Employer or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
"Data Controller"	shall have the same meaning as set out in the Data Protection Law
"Data Protection Law"	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in the DPA 2018); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
“Data Protection Principles”	are the principles applicable to the protection of Personal Data under Data Protection Law.
"Data Subject"	shall have the same meaning as set out in the Data Protection Law;
“Data Subject Access Request”	is a request by a Data Subject under Data Protection Law to access their Personal Data.”
“Employer Representative”	the representative appointed by the Employer
“EIR”	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
“Exempt Information”	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)

“FOIA”	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
“FOIA notice”	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable
“Law”	any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
"Material"	means all materials prepared by or on behalf of the <i>Contractor</i> for the <i>works</i> and all updates, additions and revisions to them and any designs, or inventions incorporated in them.
"Permitted Uses"	means the design, construction, completion, reconstruction, modification, extension, refurbishment, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, building information modelling and repair of the <i>works</i> .
"Personal Data"	shall have the same meaning as set out in the Data Protection Law
“Prohibited Act”	The following constitute Prohibited Acts:
	<ul style="list-style-type: none"> (a) To directly or indirectly offer, promise or give any person working for or engaged by the Employer a financial or other advantage to: <ul style="list-style-type: none"> (i) Induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Employer; or (d) defrauding, attempting to defraud or conspiring to defraud the Employer.
“Public body”	as defined in the FOIA 2000
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies, including the <i>Employer</i> in its capacity as a local government authority, which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Employer and "Regulatory Body" shall be construed accordingly;

“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
“Statutory Undertaker”	Statutory Undertaker means any person who has a statutory right or a right pursuant to a licence granted under any statute to place or maintain any apparatus (including any pipe conduit sewer drain or tunnel) on under or over the Site or to inspect adjust repair alter renew reposition or remove such apparatus.
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.
‘Writing’	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

1. General

Z2 Confidentiality (M)

- Z2.1 All plans, drawings, designs or specifications supplied by the *Employer* to the *Contractor* shall remain the exclusive property of, and shall be returned to the *Employer* on completion of the Works and shall not be copied, and no information relating to the Works shall be disclosed to any third party, except as required for the purpose of this Agreement.
- Z2.2 No photographs of any of the *Employer's* equipment, installations or property shall be taken without the *Employer's* prior consent in Writing except as necessary to Provide the Works. The *Contractor* shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the *Employer* in connection with the Agreement or which becomes known to the *Contractor* through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- Z2.3 The *Contractor* shall not mention the *Employer's* name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the *Employer's* prior consent in Writing.
- Z2.4 The *Contractor* will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- Z2.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- Z2.5.1 treat the other party's Confidential Information as confidential; and
- Z2.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- Z2.6 Clause Z2.5 shall not apply to the extent that:
- Z2.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- Z2.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- Z2.6.3 such information was obtained from a third party without obligation of confidentiality;
- Z2.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

- Z2.6.5 it is independently developed without access to the other party's Confidential Information.
- Z2.7 The *Contractor* may only disclose the *Employer's* Confidential Information to the *Contractor* Personnel who are directly involved to Provide the Works who need to know the information, and shall ensure that such *Contractor* Personnel are aware of and shall comply with these obligations as to confidentiality.
- Z2.8 The *Contractor* shall not, and shall procure that the *Contractor* Personnel do not, use any of the *Employer's* Confidential Information received otherwise than to Provide the Works
- Z2.9 Nothing in this Agreement shall prevent the *Employer* from disclosing the *Contractor's* Confidential Information:
- Z2.9.1 to any consultant, *contractor* or other person engaged by the *Employer*;
- Z2.9.2 for the purpose of the examination and certification of the *Employer's* accounts or any other form of audit of the *Employer*;
- Z2.10 The *Employer* shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the *Contractor's* Confidential Information is disclosed pursuant to this Agreement is made aware of the *Employer's* obligations of confidentiality.
- Z2.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- Z2.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

Z3 Public Interest Disclosure (Whistle Blowing) (M)

- Z3.1 The *Contractor* will ensure that his employees and agents are made aware of the *Employer's* policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the *Employer* with evidence of doing so upon request.

Z4 Prevention of Bribery (M)

- Z4.1 The *Contractor*:
- a) shall not, and shall procure that all *Contractor* Personnel shall not, in connection with this Agreement commit a Prohibited Act;
 - b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the *Employer*, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the *Employer* before execution of this Agreement.
- Z4.2 The *Contractor* shall;

- a) if requested, provide the *Employer* with any reasonable assistance, at the *Employer's* reasonable cost, to enable the *Employer* to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - b) the *Contractor* shall, within 10 working days of a request from the *Employer*, certify to the *Employer* in writing (such certification to be signed by an officer of the *Contractor*) the *Contractor's* compliance with this Clause Z4 and provide such supporting evidence of compliance with this Clause Z4 by The *Contractor* as the *Employer* may reasonably request.
- Z4.3 If any breach of Clause Z4.1 is suspected or known, the *Contractor* must notify the *Employer* immediately.
- Z4.4 If the *Contractor* notifies the *Employer* that it suspects or knows that there may be a breach of Clause Z4.1, the *Contractor* must respond promptly to the *Employer's* enquiries, co-operate with any investigation, and allow the *Employer* to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry of termination of the Agreement.
- Z4.5 The *Employer* may terminate this Agreement by written notice with immediate effect, and recover from the *Contractor* the amount of any loss directly resulting from the cancellation, if the *Contractor* or *Contractor* Personnel (in all cases whether or not acting with the *Contractor's* knowledge) breaches Clause Z4.1. At the *Employer's* absolute discretion, in determining whether to exercise the right of termination under this Clause Z4.5, the *Employer* shall give consideration, where appropriate, to action other than termination of the Agreement unless the Prohibited Act is committed by the *Contractor* or a senior officer of the *Contractor* or by an employee, Sub-*Contractor* or supplier not acting independently of the *Contractor*. The expression "not acting independently of" (when used in relation to the *Contractor* or a Sub-*Contractor*) means and shall be construed as acting:
- a) with the authority; or,
 - b) with the actual knowledge;
of any one or more of the directors of the *Contractor* or the Sub-*Contractor* (as the case may be); or
 - c) in circumstances where any one or more of the directors of the *Contractor* ought reasonably to have had knowledge.
- Z4.6 Any notice of termination under Clause Z4.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the *Employer* believes has committed the Prohibited Act; and
 - c) the date on which this Agreement will terminate.
- Z4.7 Any dispute relating to:
- a) the interpretation of Clause Z4; or
 - b) the amount or value of any gift, consideration or commission, shall be determined by the *Employer* and its decision shall be final and conclusive.
- Z4.8 Any termination under Clause Z4.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the *Employer*.

Z5 Equalities (M)

- Z5.1 The *Contractor* and any Sub-*Contractor* employed by the *Contractor* shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age
- a) in the supply and provision of the Works under this Agreement, and
 - b) in its employment practices.

- Z5.2 Without prejudice to the generality of the foregoing, the *Contractor* and any *Sub-Contractor* employed by the *Contractor* shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).
- Z5.3 In addition, the *Contractor* and any *Sub-Contractor* or person(s) employed by or under the control of the *Contractor* in providing *works* to the *Employer* will comply with the following general duties imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it.
- Z5.4 The *Contractor* and any *Sub-Contractor* employed by the *Contractor* will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equality and Human Rights Commission, which give practical guidance to *Employers* on the elimination of discrimination.
- Z5.5 In the event of any finding of unlawful discrimination being made against the *Contractor* or any *Sub-Contractor* employed by the *Contractor* during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the *Contractor* and any *Sub-Contractor* shall inform the *Employer* of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- Z5.6 The *Contractor* and any *Sub-Contractor* employed by the *Contractor* will provide a copy of its policies to the *Employer* at any time upon request. In addition, the *Employer* may reasonably request other information from time to time for the purpose of assessing the *Contractor's* compliance with the above conditions.

Z6 Human Rights (M)

- Z6.1 The *Contractor* where appropriate takes account of the Human Rights Act 1998 and shall not do anything in breach of it.

Z7 Health & Safety at Work (M)

- Z7.1 The *Contractor* will at all times in providing the *works* to the *Employer* comply with the provisions of the Health and Safety at Work Act 1974 and provide evidence of doing so the *Employer* at any time upon request.

Z8 Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR) (M)

- Z8.1 The *Contractor* acknowledges that the *Employer* is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the *Employer* to enable the *Employer* to comply with its Information disclosure obligations.
- Z8.2 The *Contractor* shall notify the *Employer* of any Commercially Sensitive Information provided to the *Employer* together with details of the reasons for its sensitivity and the *Contractor* acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the *Employer* may be obliged to disclose such information.
- Z8.3 The *Contractor* shall and shall procure that its *Sub-Contractors* shall:
- Z8.3.1 transfer to the *Employer* all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

- Z8.3.2 provide the *Employer*, at the *Contractor's* expense, with a copy of all Information in its possession, or power in the form that the *Employer* requires within five Working Days (or such other period as the *Employer* may specify) of the *Employer's* request; and
- Z8.3.3 provide, at the *Contractor's* expense, all necessary assistance as reasonably requested by the *Employer* to enable the *Employer* to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- Z8.4 The *Contractor* shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the *Contractor* may consult with the *Contractor* prior to making any decision or considering any exemption
- Z8.5 In no event shall the *Contractor* respond directly to a Request for Information unless expressly authorised to do so by the *Contractor*.
- Z8.6 The *Contractor* acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the *Contractor* may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the *Contractor* or the *works*:
- Z8.6.1 in certain circumstances without consulting the *Contractor*, or
- Z8.6.2 following consultation with the *Contractor* and having taken their views into account; provided always that where sub-clause Z8.6.1 above applies the *Employer* shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the *Contractor* advanced notice, or failing that, to draw the disclosure to the *Contractor's* attention after any such disclosure.
- Z8.7 The *Contractor* shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the *Employer* to inspect such records as requested from time to time.
- Z8.8 The *Employer* shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

Z9 Audit and Monitoring (M)

- Z9.1 The *Contractor* will allow access for the *Employer's* officers to all relevant information for the purposes of audit and the monitoring of the contract.
- Z9.2 The *Contractor* agrees that where requested in writing during the term of this contract it will ensure that an appropriately authorised representative of the *Contractor* with knowledge of the *works* shall attend a committee meeting of elected members of the *Employer* on the date of the committee meeting notified by the *Employer*.

Z10 Goods Vehicles Operator's Licence (M)

- Z10.1. Each goods vehicle used by the *Contractor* or his Subcontractors in connection with the contract displays the vehicle licence disc relevant to the goods operator's licence under which the vehicle is operated or, in the absence of an operator's licence disc, the vehicle carries documentation giving the operator's licence number, name and address. The *Employer* will notify the Vehicle Inspectorate Agency (VI) of the commencement of works so that VI may carry out spot-checks on goods vehicles to ensure that they are operating legally.

Z11 Quality Submission

- Z11.1 **Not Used**

Z12 Quality Management System

- Z12.1 **Not Used**

Z13 Responsibility for Statutory Undertakers

- Z13.1 The *Contractor* on behalf of the *Employer*

- identifies those measures which need to be taken as a consequence of or in order to facilitate the *works* with any Statutory Undertaker;
- settles a specification for the measures which need to be taken and determines by whom those measures are to be taken with the Statutory Undertaker;
- co-ordinates the taking of those measures and the execution of the *works* with the Statutory Undertaker;

and the *Employer* as the *Contractor's* principal shall, subject to Clause Z13.2, pay the Statutory Undertaker's allowable costs in respect of these measures.

- Z13.2 The *Contractor*

- is responsible (at no cost to the *Employer*) for ensuring the Statutory Undertaker's compliance with any agreement or arrangement entered into under Clause Z13.1;
- indemnifies and keeps indemnified the *Employer* against all claims demands actions and proceedings, and all costs charges and expenses incurred in connection therewith, which may be brought or made by any Statutory Undertaker in respect of loss of or damage to any property of the Statutory Undertaker or the increased cost of working or business interruption of the Statutory Undertaker under or in connection with any agreement or arrangement entered into under Clause Z13.1 with the Statutory Undertaker howsoever arising including but not limited to the negligence or default of the *Contractor*.

- Z13.3 The *Contractor* allows in the programme required under Clause 31 [The programme] any notice period required by a Statutory Undertaker in relation to any matter which is the subject of Clause Z13.1 and for all periods required in the taking of measures which are the subject of Clause Z13.1.

Z14 Named Key Personnel

- Z14.1 Acceptance by the *Employer* of key persons stated in the Contract Data Part Two does not constitute acceptance that such individuals are suitable for the roles assigned to them or serve to relieve the *Contractor* of his duties or obligations under the contract.

- Z14.2 The *Contractor's Site Agent* means the person named in the Contract Data Part Two being the most senior member of the *Contractor's* professional personnel normally present on Site.
- Z14.3 The *Contractor's Site Safety Officer* named in the Contract Data Part Two is responsible for dealing with questions regarding the safety and protection against accidents of all staff and labour and all other persons entitled to be on the Site. This officer shall be qualified for this work and shall have the authority to issue instructions on behalf of the *Contractor* and shall implement protective measures to prevent accidents.
- Z14.4 ~~The *Contractor's Quality Manager* named in the Contract Data Part Two manages the *Contractor's* obligations arising under Clause Z12 (Quality management system) and is the person to whom the *Project Manager* may take any enquiries in relation to the performance of such obligations.~~
- NOT USED**
- Z14.5 The *Contractor's General Foreman* named in the Contract Data Part Two is responsible for carrying out control and co-ordination on Site as required by *Contractor's Site Agent*.
- Z14.6 The *Contractor's Traffic Safety and Control Officer* named in the Contract Data Part Two is responsible for traffic safety and management.
- Z14.7 ~~The *Contractor's Designer* named in the Contract Data Part Two is responsible for undertaking design work to ensure compliance with the Construction (Design and Management) Regulations 2015 or any amendment or substitution thereof. **NOT USED**~~
- Z14.8 The *Contractor's Pedestrian Ambassadors'* named in the Contract Data Part Two are responsible for ensuring the smooth and safe movement of pedestrians around the site including access to premises and for providing a point of contact to those who require help
- Z14.9 The *Contractor's Public Liaison Officer* named in the Contract Data Part Two is responsible for assisting with all queries, complaints and general public questions.

Z15 Named Subcontractors

- Z15.1 Where the *Contractor* has nominated a Subcontractor in the Contract Data Part Two for part of the *works*, acceptance of the Contract Data Part Two by the *Employer* without qualification of such nomination is deemed to be a consent on the same legal basis as consent by the *Project Manager* under Clause 26.2. Any such Subcontractor is not removed by the *Contractor* from the part of the *works* for which he has been nominated without the prior written consent of the *Project Manager*.
- Z15.2 Neither the objection to nor any failure to raise an objection to a proposed Subcontractor either by or through the *Project Manager* relieves the *Contractor* of any liability or obligation under the contract.

Z16 Payment (M)

- Z16.1 Delete the first sentence of core clause 51.1 and replace with: -
 "The *Project Manager* certifies a payment on or before the date on which a payment becomes due."
- Z16.2 Delete the first sentence of core clause 51.2 and replace with: -
 "Each certified payment is made on or before the final date for payment."

Z17 Recovery of Sums Due from Contractor (M)

- Z17.1 When under the contract any sum of money is recoverable from or payable by the *Contractor* such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the *Contractor* under the contract or any other contract with any Department or Office of Shropshire Council.

Z18 Retention Bond - Not Used

- ~~Z18.1 On issue of the Completion Certificate for the whole of the works the Employer agrees to release all retained monies if the Contractor provides the Employer with a retention bond which is:~~
- ~~• provided by a bank or insurer which the Employer has accepted~~
 - ~~• in the form required by Contract Data part one and~~
 - ~~• for an amount equivalent to the amount of retention then held by the Employer~~
- ~~Z18.2 A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond.~~
- ~~Z18.3 The Employer releases the retention bond to the Contractor on the last defects date.~~

Z19 Dates for Payment (M)

- Z19.1 For the purpose of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009,
- the *Project Manager's* certificate is the notice of payment from the *Employer* to the *Contractor* specifying the amount (if any) of the payment made or proposed to be made, and the basis on which that amount was calculated,
 - the date on which a payment becomes due is seven days after the assessment date and
 - the final date for payment is 28 days after the date on which the payment becomes due.
- Z19.2 If the *Employer* intends to withhold payment after the final date for payment of a sum due under the contract, he notifies the *Contractor* not later than one day (the prescribed period) before the final date for payment by specifying
- the amount proposed to be withheld and the ground for withholding payment or
 - if there is more than one ground, each ground and the amount attributable to it.

Z20 Bonus for Early Completion – Not Used

- ~~Z20.1 The Contractor is paid a bonus calculated at the rate stated in the Contract Data Part One for each whole day from the earlier of~~
- ~~• Completion and~~
 - ~~• the date on which the Employer takes over the works~~
- ~~until the Completion Date provided that he has removed all traffic management installations and has reopened the carriageway in a safe condition to the satisfaction of the Supervisor so as not to cause traffic flows to be impeded or restricted.~~

Z21 Lane Rental Charge for Late Completion – Not Used

- ~~Z21.1 The Contractor pays a lane rental charge at the rate stated in the Contract Data Part One from Completion Date for each day or part thereof until the earlier of~~
- ~~• Completion and~~
 - ~~• the date on which the Employer takes over the works~~

~~if he fails to remove all traffic management installations and re-open the carriageway in a safe condition to the satisfaction of the *Supervisor* so as not to cause traffic flows to be impeded or restricted. Lane rental charges shall as they fall due be debts due from the *Contractor* to the *Employer* and shall be recoverable as a debt.~~

~~Z21.2 If the Completion Date is changed to a later date after lane rental charges have been paid, the *Employer* repays the amount of such overpayment to the *Contractor*.~~

Z22 Lane Rental Charge for Maintenance Work

Z22.1 The *Contractor* pays a lane rental charge at the rate stated in the Contract Data Part One from the Completion Date for each day or part thereof until the *defects date* if he occupies any part of any carriageway footway or cycleway and causes traffic flows on any carriageway to be impeded or restricted for the purposes of correcting Defects.

Z22.2 Lane rental charges shall as they fall due be debts due from the *Contractor* to the *Employer* and shall be recoverable as a debt.

Z23 Bonus for Timely Daily Clearance of Carriageway – Not Used

Z23.1 The *Contractor* is paid a bonus calculated at the rate stated in the Contract Data Part One for each day that he occupies any part of any carriageway in order to Provide the Works from the *access date* until the earlier of

- ~~the Completion Date and~~
- ~~the date on which the *Employer* takes over the works~~

~~provided he has removed all traffic management installations and has reopened the carriageway in a safe condition to the satisfaction of the *Supervisor* so as not to cause traffic flows to be impeded or restricted between the following hours:~~

- ~~[*] hours and [*] hours of each day.~~

Z24 Lane Rental Charge for Late Daily Clearance of Carriageway – Not Used

Z24.1 The *Contractor* pays a lane rental charge at the rate stated in the Contract Data Part One for each day or part thereof if on any day he fails to remove all traffic management installations and re-open the carriageway in a safe condition to the satisfaction of the *Supervisor* so as not to cause traffic flows to be impeded or restricted between the following hours:

- ~~[*] hours and [*] hours of each day~~

Z24.2 Lane rental charges shall as they fall due be debts due from the *Contractor* to the *Employer* and shall be recoverable as a debt.

Z25 Deletion of Certain Compensation Events

Z25.1 Delete the following core Clauses from Compensation events: -

- 60.1 (13) weather
- 60.1 (15) early takeover of works

Z26 Work Suspension (M)

Z26.1 Suspension of performance is a compensation event if the *Contractor* exercises his right to suspend performance under the Housing Grants, Construction and Regeneration Act 1996.

Z27 Parent Company Guarantee – Not Used

~~Z27.1 The *Contractor* provides a Company Guarantee in the form set out in Appendix E within 14 days of the Contract Date.~~

Z28 Special Requirements of Statutory Undertakers

Z28.1 The *Contractor*

- complies at his own cost with all Special Requirements of Statutory Bodies as set out in Appendix D
- is not excused from the performance of any of his obligations under the contract or is entitled to any allowance of time or to any additional remuneration or compensation in consequence of the requirement to comply with this Clause
- acknowledges and agrees that the *Employer* does not warrant and has not warranted the accuracy or completeness of any data or information which has been or will be provided to the *Contractor* by the *Employer* or the *Project Manager* relating to the location, size, nature or condition of services in, on, over or under the Site or in the vicinity of the Site
- further acknowledges and agrees that he neither has nor will have any claim of any kind whatsoever against the *Employer* founded upon the accuracy or completeness of any such data or information.

Z29 Tax and National Insurance Contributions (M)

Z29.1 The *Contractor* must provide his HM Revenue & Customs new Construction Industry Scheme contractor registration details for verification; namely:

- i) Company Unique Tax Reference (UTR);
- ii) Company Name;
- iii) Company Trading Name;
- iv) Company Registration Number.

Z30 Effects of Weather on Work

Z30.1. No work is done when in the opinion of the *Project Manager* the weather conditions are such as to make the start or continuance of work undesirable and/or impracticable. In such circumstances the *Project Manager* will issue a certificate to the *Contractor* provided

- the *Contractor* has taken all reasonable steps to mitigate the effects of such weather conditions and
- the timely execution of the work is crucial to the *Contractor's* Accepted Programme

Z30.2 For purposes of the contract

- only continuous periods of 4 hours or more for which a certificate has been issued by the *Project Manager* are taken into account for calculating changes to the Completion Date

- the prices are not changed due to any costs associated with this clause
- the *Contractor* does not pay lane rental charges (clauses Z21 and Z24) for periods covered by such a certificate.

Z31 Value Engineering

- Z31.1. The *Contractor* may at any time prior to or during the carrying out of the works submit to the *Project Manager* written proposals to change the Works Information which, in the *Contractor's* opinion, will significantly reduce the cost of the *works* or the cost of maintenance. Any proposal clearly states it is submitted for consideration under this clause and includes a detailed quotation, for consideration by the *Employer*, setting out the amount to which the *Contractor* may be entitled on the basis that he and the *Employer* shall share equally the relevant savings as determined in accordance with Clause 63 (Assessing Compensation Events).
- Z31.2. Quotations for proposed savings comprise proposed changes to the Prices and any delay to the Completion Date. The *Contractor* submits details of his assessment with each quotation. If the programme for remaining work is affected by the proposal the *Contractor* includes a revised programme in his quotation showing the effect.
- Z31.3. The *Employer* accepts such a proposal the *Project Manager* gives an instruction to the Contractor within the *[period for reply]* which changes the Works Information.

Z32 Retention Payment

- Z32.1 Delete the wording in X16.2 from Option X16 and replace with: -
- “The retention percentage is retained at the amount stated in the Contract Data Part 1 until the Defects Certificate is issued. No amount is retained in the assessments made after the Defect Certificate has been issued”.

Z33 Complaints Procedure (M)

- Z33.1 The *Contractor* shall operate a complaints procedure in respect of any goods, services or works provided under these terms and conditions, to the entire satisfaction of the *Employer*, and comply with the requirements of any regulatory body to which the *Contractor* is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
- Z33.1.1 is easy to access and understand
 - Z33.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the *Employer* informed of progress
 - Z33.1.3 provides confidential record keeping to protect staff employed under this contract and the complainant
 - Z33.1.4 provides information to management so that services can be improved
 - Z33.1.5 provides effective and suitable remedies
 - Z33.1.6 is regularly monitored and audited and which takes account of complainant and *Employer* feedback
- Z33.2 The *Contractor* shall ensure that:
- Z33.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

- Z33.2.2 Someone who is independent of the matter complained of carries out the investigation
- Z33.2.3 The complainant is made aware that they are entitled to have the complaint investigated by the employer if they are not satisfied with either the process of investigation or finding of the *Contractor's* investigations
- Z33.2.4 The *Contractor* will ensure that it responds to the complainant within a max of 10 days of receiving the complaint.
- Z33.3 The *Contractor* will make its complaints procedure available on request.
- Z33.4 The *Contractor* shall ensure that all its staff employed under this contract are made aware of its complaints procedure and shall designate one *Employee* (who shall be identified to the *Employer*) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint.
- Z33.5 The *Contractor* shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the *Employer* on request or at 12 monthly intervals in any event.
- Z33.6 Where the *Employer* is investigating a complaint, the *Contractor* is required to participate fully in all investigations within the timescales requested by the *Employer*.
- Z33.7 The *Contractor* should note that if a complaint is made to the *Employer* by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the *Employer* requires the *Contractor* to fully co-operate in such investigation. If the *Employer* is found guilty of mal-administration or injustice by the Local Government Ombudsman because of the act or default of the *Contractor*, the *Contractor* shall indemnify the *Employer* in respect of the costs arising from such mal-administration or injustice.

Z34 Novation of Existing Contracts – Not Used

- ~~Z34.1 The *Contractor* accepts the novation to him of all of the *Employer's* obligations in the following existing contracts apart from those which relate to services that have already been provided prior to the Starting Date:~~

~~Full Details of these contracts are contained in Appendix F.~~
- ~~Z34.2 The novation of the *Employer's* obligations to the *Contractor* pursuant to Clause Z34.1 shall occur on the Starting Date.~~
- ~~Z34.3 For the purpose of this contract, the Suppliers/Fabricators in the contracts listed in Clause Z34.1 shall be referred to as the *Novated Contractors*.~~

~~For the purpose of this contract, the formation of the contracts listed in Clause Z34.1 shall be referred to as the Appointment.~~

~~The *Contractor* shall assume all of the obligations of the *Employer* under the Appointment and the *Novated Contractor* shall perform his obligations under the Appointment in favour of the *Contractor* in lieu of the *Employer*.~~

~~The *Employer* releases and discharges the *Novated Contractor* from any and all obligations and liabilities owed to the *Employer* under the Appointment.~~

~~The *Novated Contractor* undertakes to perform the Appointment and to be bound by its terms in every way as if the *Contractor* was, and had been from the inception, a party to the Appointment in lieu of the *Employer*.~~

~~The *Employer* shall remain liable for all payments due to the *Novated Contractor* under the Appointment for services provided prior to the Starting Date.~~

~~Notwithstanding any other provision in this agreement, nothing in this agreement is intended to confer on any person any right to enforce any of the provisions of this agreement which such person would not have had, but for the Contracts (Rights of Third Parties) Act 1999.~~

Z35 Safeguarding (M)

- Z35.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the *Contractor* must ensure that it follows the guidance of the Disclosure and Barring Service to determine whether a Disclosure and Barring Service (DBS) check is required for Contractor Personnel. If in any doubt the *Contractor* should discuss the matter further with the officer of the Employer awarding the contract and raise any concerns arising from disclosures.
- Z35.2 Where the Works requirement or specification determines that a DBS check should be carried out, the *Contractor* shall ensure that DBS checks are obtained and verified prior to the relevant *Contractor* Personnel commencing work on the Works.

Z36 Agreement Status and Transparency (M)

- Z36.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the *Contractor* (the Tender Submission) is not Confidential Information. The Employer shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- Z36.2 Notwithstanding any other term of this Agreement, the *Contractor* hereby gives his consent for the Employer to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- Z36.3 The Employer may consult with the *Contractor* to inform its decision regarding any exemptions, but the Employer shall have the final decision in its absolute discretion.
- Z36.4 The *Contractor* shall assist and cooperate with the Employer to enable the Employer to publish this Agreement and the Tender Submission.

Z37 Protection of Personal Data

- Z37.1 Each Party
- complies with Data Protection Law in connection with this contract,
 - Processes Personal Data only in accordance with Data Protection Law and this contract,
 - complies with the Data Protection Principles and
 - upholds the rights of Data Subjects under Data Protection Law.
- Z37.2 Each Party ensures they have all necessary and appropriate legal bases required for the lawful Processing of Personal Data under this contract (including any transfer of Personal Data to the other Party).

Z37.3 Under this contract

- the *Employer* is the Data Controller of Personal Data concerning any local residents or members of the public and the *Contractor* Processes that information as Data Processor on behalf of the *Employer* and
- the *Contractor* is the Data Controller of Personal Data concerning its Contractor Personnel but the *Employer* is Data Controller of any such personal data that is processed by them.

Z37.4 The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this contract are set out in the Data Processing Table.

DATA PROCESSING TABLE	
Categories of Data Subject	Local residents or members of the public
Subject matter of Processing (including types of Personal Data that may be Processed)	Personal Data concerning local residents or members of the public including names, addresses and contact details most likely arising through any complaints made in relation to the <i>works</i> .
Nature and purpose of Processing	Interrogation of the Personal Data for the purpose of Providing the Works, including managing complaints and ensuring the safety of both local residents or members of the public and the Contractor Personnel and Subcontractor's staff Providing the Works, complying with regulatory and legal requirements including the CDM Regulations, monitoring complaints and correcting any Personal Data found to be incorrect whilst the <i>Contractor</i> is Providing the Works.
Duration of Processing	From the <i>starting date</i> until the date four weeks after the end of the <i>defects correction period</i> (or, if later, after the date on which all Defects notified during the <i>defects correction period</i> are rectified) by which it is to be returned or destroyed.

Z37.5 Where the *Contractor* Processes Personal Data of which the *Employer* is the Data Controller, the *Contractor*

- does so only on written instructions from the *Employer* (the first such instructions being those set out in this contract) as revised by the *Employer* from time to time in accordance with this contract,
- promptly complies with the *Employer's* written instructions and requirements from time to time, including any requests to amend, delete or transfer Personal Data,
- immediately informs the *Employer* if the *Contractor* thinks that it has been given an instruction which does not comply with Data Protection Law,
- takes all reasonable steps to ensure the reliability and integrity of all persons (including Contractor Personnel) authorised by the *Contractor* to Process the Personal Data, and ensures that those persons
 - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality,
 - do not Process, publish, disclose or divulge any of the Personal Data other than in accordance with this contract or the written instructions of the *Employer* and
 - undergo adequate training in Data Protection Law, the confidentiality, security, use, care, protection and handling of Personal Data and the *Contractor's* obligations under this contract,
- fully cooperates with and assists the *Employer*, by having appropriate technical and organisational measures in place, to give effect to the rights of Data Subjects and respond to requests for exercising the Data Subject's rights including Data Subject Access Requests,
- Processes the Personal Data in such a manner that ensures that the *Employer* always complies with Data Protection Law,
- promptly forwards any complaint, request (including a Data Subject Access Request), notice or other communication which relates directly or indirectly to the Personal Data or to either Party's compliance with Data Protection Law (including any request from the Information Commissioner) to the *Employer* and does not respond to or otherwise deal with the communication except as instructed by the *Employer* or as required by Data Protection Law,
- keeps records of any Processing of Personal Data it carries out on behalf of the *Employer* which are sufficient to demonstrate compliance by the *Employer* and the *Contractor* with Data Protection Law,
- on request, provides the *Employer* promptly with all information that the *Employer* needs to show that both the *Employer* and *Contractor* have complied with Data Protection Law and the *Contractor's* data protection obligations under this contract and
- at the option of the *Employer*, either irretrievably deletes or returns all Personal Data of which the *Employer* is Data Controller by the date set out in the Data Processing Table (unless the *Contractor* is required by Data Protection Law to retain that Personal Data).

Z37.6 The Contractor maintains appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction or damage having regard to

- the state of technological development,
- the cost of implementing any measures,
- the nature, scope, context and purpose of the Processing of the Personal Data and
- the harm that might result from any Personal Data Breach, including the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons.

The Contractor ensures these measures

- to the greatest extent possible involve pseudonymisation and encryption of Personal Data,
- ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems,
- ensure that the availability of and access to Personal Data can be restored promptly following a physical or technical incident and
- include regular testing, assessing and evaluating of the effectiveness of the technical and organisational measures to ensure the security of Processing.

Z37.7 The Contractor does not transfer any Personal Data outside of the European Economic Area without the prior written consent of the Employer. Where the Employer consents to such a transfer, the Contractor ensures there is adequate protection, as approved by the Employer, for such Personal Data in accordance with Data Protection Law.

Z37.8 The Contractor notifies the Employer immediately if it becomes aware of any Personal Data Breach (however caused). The notification

- describes the nature of the breach including the categories and number of Data Subjects and records concerned,
- communicates the name and contact details of all persons from whom more information can be obtained about the breach,
- describes the likely consequences of the breach and

describes the measures taken by the Contractor and the measures which the Contractor wishes the Employer (at the expense of the Contractor) to take to address the breach and mitigate its possible adverse effects.

Z37.9 The Contractor gives the Employer immediate and full co-operation and assistance in relation to any such Personal Data Breach including

- taking all reasonable steps the Employer requires to assist in the containment, mitigation, remediation and investigation of such breach,
- providing assistance with notifying the Information Commissioner's Office or affected Data Subjects of any breach of Data Protection Law,
- providing the Employer promptly with all relevant information in the Contractor's possession and
- where the Personal Data Breach involves Personal Data being lost, damaged, corrupted or unusable promptly restoring that Personal Data at the Contractor's expense.

- Z37.10 The *Contractor* provides reasonable assistance to the *Employer* where the *Employer* is required by Data Protection Law to carry out any privacy impact assessment or data protection impact assessment in relation to Processing Personal Data.
- Z37.11 The *Employer* may inspect and audit the *Contractor's* facilities for Processing the Personal Data of which it is Data Controller to ensure they comply with this contract and Data Protection Law.
- Z37.12 The *Employer* may revise its instructions to the *Contractor* on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision is not a compensation event, nor is it treated as a variation to this contract. The *Employer* uses reasonable endeavours to give the *Contractor* as much notice of the revision as possible, consistent with its obligation to comply with Data Protection Law and protect against any Personal Data Breach.
- Z37.13 Nothing in this contract requires either Party to disclose any information to the other Party or any third party if to do so would breach Data Protection Law. If any part of this data protection clause does not comply with Data Protection Law, the Employer may amend that part (to the minimum necessary to ensure such compliance) by giving the Contractor at least four weeks' notice. Such revision is not a compensation event, nor is it treated as a variation to this contract.
- Z37.14 The Employer may replace this clause with any applicable Data Controller to Data Processor standard clauses forming part of an applicable certification scheme (as defined under Data Protection Law) at any time by giving the Contractor at least four weeks' notice. Such revision is not a compensation event, nor is it treated as a variation to this contract.
- Z37.15 The Contractor does not allow a Subcontractor to Process any Personal Data of which the Employer is Data Controller without the prior written consent of the Employer to that Subcontractor doing so. Where the Contractor wishes a Subcontractor to be able to do so, the Contractor provides the Employer with such evidence as the Employer requires to be satisfied that the proposed Subcontractor can comply with the Contractor's obligations under this contract and under Data Protection Law in relation to that Personal Data.
- Z37.16 Where the Employer allows a Subcontractor to Process Personal Data in accordance with this contract, the Contractor
- includes provisions identical to those in this contract in the subcontract with the Subcontractor and
 - provides in the subcontract that the Employer may enforce such obligations directly against the Subcontractor under the Contracts (Rights of Third Parties) Act 1999."
- Z37.16 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Employer against any loss or damage sustained or incurred as a result of any breach of this clause.

Z38 Interpretation Provisions

- Z38.1 Delete existing clause 12.1 and replace with
- "In this contract, except where the context shows otherwise
- words in the singular also mean in the plural and the other way around,

- words in the masculine also mean in the feminine and neuter and the other way around,
- references to a document include any revision made to it in accordance with this contract,
- references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it and references to a standard include any current relevant standard that replaces it.”

Z39 Subcontracting (Additional Z clause to amend core clause 26)

Z39.1 Following clause 26.3 insert the following:

26.4 Notwithstanding the provision of clause 26.3 above the Contractor shall ensure that the conditions of contract for each subcontract include provisions as to the passing of title of Equipment, Plant and Materials that are no less onerous than those imposed on the Contractor under clauses 70 and 71.

Z40 Employer’s Title to Plant and Materials

Z40.1 Delete clause 70 and replace with the following:

“70 Employer’s title to Plant and Materials

- 70.1 The value of Plant and Materials outside the Working Areas is excluded from the Price for Work Done to Date unless
- the Equipment, Plant and Materials is within the United Kingdom
 - the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title to the Plant and Materials,
 - the Plant and Materials is stored separately and is clearly and visibly marked as for the *Employer* and this contract,
 - the Plant and Materials is adequately protected against water, theft, vandalism and other casualties,
 - the Plant and Materials is insured against loss or damage while stored or in transit to the Working Areas for its full reinstatement value under a policy of insurance protecting the interests of the Parties in respect of the usual insured risks for the period until it is brought within the Working Areas.
- 70.2 Where the value of Plant and Materials outside the Working Areas is included in the Price for Work Done to Date
- the *Contractor’s* title in the Plant and Materials passes to the *Employer*,
 - the *Contractor* does not remove it from where it is stored except for use on the *works* and
 - the risk of loss or damage to the Plant and Materials remains with the *Contractor*.
- 70.3 The value of Plant and Materials within the Working Areas is excluded from the Price for Work Done to Date unless
- title in the Plant and Materials has already passed to the *Employer* under clause 70.2 or
 - the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title in the Plant and Materials.
- 70.4 The *Contractor’s* title in Plant and Materials passes to the *Employer* when it is brought within the Working Areas, but (subject to clause 80.1) the risk of loss or damage to the Plant and Materials remains with the *Contractor*.

- 70.5 The *Contractor* does not remove Plant and Materials within the Working Areas from where it is stored except for use on the *works* or with the *Project Manager's* permission.
- 70.6 The title to Plant and Materials passes back to the *Contractor* if it is removed from the Working Areas with the *Project Manager's* permission."

Z40.2 Delete clause 71 and replace with the following:

"71 Marking Equipment, Plant and Materials Outside the Working Areas

- 71.1 The *Supervisor* marks Equipment, Plant and Materials which are outside the Working Areas if
- they are to be included in the Price for Work Done to Date and,
 - the *Contractor* has prepared them for marking as the Works Information and as clause 70.1 requires.

Z41 Assignment

- Z41.1 The *Contractor* does not assign his interest in or any rights arising under this contract without the consent of the *Employer*.
- Z41.2 The *Employer* may assign, charge or transfer his interest in this contract or any rights arising under it at any time without the consent of the *Contractor*. The *Employer* notifies the *Contractor* of any such assignment, charge or transfer.

Z42 Insurance

- 42.1 Insurance policies are subject to an excess/ deductibles limitation as stated in *Contract Data Part One*.
- Z42.2 Where the contractor subcontracts design they shall procure that the subcontractor provides a collateral warranty as set out in the requirements of clause Z49 and shall also demonstrate that the subcontractor has the required level of professional indemnity insurance cover as set out in the requirements of clause Z42.3.
- Z42.3 Add the following to the insurance table in clause 84.2

<i>Insurance against</i>	<i>Minimum level of cover or minimum level of indemnity</i>	<i>Period following Completion of the whole of works</i>
Liability for failure to use the skill and care normally used by professionals providing design services similar to the <i>Contractors</i> design role in Providing the Works	£10 million in respect of each claim, without limit to the number of claims	12 years

Z43 Shropshire Council as Regulatory Body

- Z43.1 Shropshire Council's position as a Regulatory Body and as *Employer* under the Contract are separate and distinct. Actions taken in one capacity are deemed not to be taken in the other. Where the statutory consents must be obtained from Shropshire Council in its capacity as a Regulatory Body, the Contractor, is responsible for obtaining these and paying fees. Shropshire Council's acceptance of a tender and the *Project Manager's* instructing or varying the work does not constitute statutory approval or consent.

An action by Shropshire Council as a Regulatory Body is not in its capacity as the *Employer* and is not a compensation event.

Z44 CDM Advisor

Z44.1 The Client has appointed a CDM Advisor to act as his agent, in order to assist the Client in discharging Client duties under the Construction (Design Management) Regulations 2015 (CDM 2015). The CDM Advisor, named in Contract Data Part One shall have the following duties -

- Ensure that the Principal Contractor produces a Construction Phase Plan that fully takes into account all relevant Pre-Construction Information.
- Ensure that the plan is suitable for managing health and safety for the project.
- Agree suitable arrangements with the contractor on behalf of the client and also visit site to ensure welfare facilities prescribed are installed as agreed.
- Ensure the Principal Contractor complies with their duties through on-going dialogue, site visits and auditing where necessary.
- Ensure that the Principal Contractor provides information for the Health and Safety file.

Z45 Compliance with legislation (M)

Z45.1 The *Contractor* Provides the Works:

- in a proper and workmanlike manner, and
- in compliance with
 - all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the *works* or performance of any obligations under this contract, and
 - any regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the *works* or with whose systems the *works* are, or are to be, connected.

Z45.2 The project that comprises or includes the works will use more than one contractor for the purposes of the Construction (Design and Management) Regulations 2015 (the "CDM Regulations"). The Contractor is the principal contractor under the CDM Regulations in respect of the works and performs all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.

Z46 Third Party Rights – Not Used

Z47 Copyright (M)

Z47.1 The *Contractor* grants to the *Employer*, with immediate effect, an irrevocable, non-exclusive, royalty-free licence to copy and make full use of the Material for any purpose relating to the *works*, including without limitation any of the Permitted Uses.

Z47.2 The *Employer's* licence carries the right to grant sub-licences and is transferable to third parties without the consent of the *Contractor* and survives termination (for any reason) of the *Contractor's* employment under this contract.

Z47.3 The *Contractor* is not liable for use of the Material for any purpose other than that for which it was prepared or provided.

Z48 The Public Contracts Regulations 2015 (M)

Z48.1 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

Z48.2 If the *Employer* terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Contractor* at the Contract Date, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with his obligations.

Z48.3 If the *Employer* otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of this contract.

Z48.4 The *Contractor* does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015

Z48.5 The *Contractor* includes in any subcontract awarded by him provisions requiring that

- payment due to the Subcontractor or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Contractor* to make earlier payment to the Subcontractor or supplier,
- invoices for payment submitted by the Subcontractor or supplier are considered and verified by the *Contractor* in a timely fashion,
- undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and
- any contract awarded by the Subcontractor or supplier for work included in this contract includes provisions to the same effect as these provisions.

Z49 Collateral Warranty Agreements

Z49.1 Upon request by the *Employer* the contractor shall procure that the subcontractor provides a fully executed *collateral warranty agreement* in the form as set out in Appendix G

Z50 Modern Slavery Act 2015

Z50.1 The *Contractor* takes appropriate steps to ensure that there is no slavery or human trafficking in its supply chains and in connection with this the *Contractor*

- implements due diligence procedures for its Subcontractors,
- requires all Subcontractors to warrant that neither the Subcontractors nor any of their employees
 - have been convicted of any offence involving slavery or human trafficking or
 - have, to the best of their knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking and

- requires all Subcontractors to include provisions having the same effect as this modern slavery clause in all subcontracts (at any stage of remoteness in the supply chain) relating to Providing the Works.

APPENDIX A: FORM OF AGREEMENT BY DEED

FORM OF AGREEMENT FOR AN NEC3 ENGINEERING AND CONSTRUCTION CONTRACT

for works comprising

Shifnal Town Centre Improvement Scheme

Between

SHROPSHIRE COUNCIL

and

.....

THIS DEED made the

day of

20

BETWEEN

1) **SHROPSHIRE COUNCIL**

of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND

("the *Employer*") and

2) incorporated and registered in England and
Wales with company number

whose registered office is at.....

("the *Contractor*")

BACKGROUND

(A) The *Employer* wishes to appoint the *Contractor* to Provide the Works at the Site.

(B) The *Contractor* has agreed to provide the Works in accordance with the *conditions of contract* specified in clause 4 of this Agreement.

NOW THIS DEED WITNESSES as follows: -

INTERPRETATION

1. In this Deed unless the context otherwise requires:

- (a) any term used with initial capital letters has the meaning given to it in the *conditions of contract*, and
- (b) any italicised term has the meaning given to it in the Contract Data.

CONTRACTOR'S RESPONSIBILITIES

2. The *Contractor* will Provide the Works in accordance with the *conditions of contract* specified in clause 4 below

EMPLOYER'S RESPONSIBILITIES

3. The Employer will pay the *Contractor* for the *works* and carry out his other duties in relation to them in accordance with the *conditions of contract*

CONTRACT FOR THE WORKS

4. The contract for the *works* comprises the *conditions of contract* in the form of the NEC3 Engineering and Construction Contract April 2013 incorporating the following options:

- (a) **Main Option B - Priced Contract with Bill of Quantities;**
- (b) Dispute resolution Option **W2**;
- (c) Secondary Option Clauses **X2, X5, X7, X16, X18, Y (UK)2, Y (UK)3**; and
- (d) Option Z Additional conditions of contract, comprising clauses **Z2 to Z50** inclusive

(the additional conditions of contract) as annexed to this Agreement

together with this Agreement, **the Shorter Schedule of Cost Components, the Priced Bill of Quantities** Option B the completed Contract Data, the Works Information, this Agreement and the following documents:

- (e) Instructions for Tendering
- (f) the Specification (including Preamble)
- (g) the Bill of Quantities (including Preamble) Option B
- (g) the Drawings as listed in Appendix 0/4 to the Specification
- (h) The Contractor's Tender dated [] comprising:
 - i) Completed Form of Tender
 - ii) Tendered Bill of Quantities Option B
 - iii) Completed Contract Data Part 2
 - iv) Outline Programme of Works
 - v) CHAS certificate
 - vi) Adjudicators nominations
 - vii) Acceptance of Principal Contractor status
 - viii) Insurance Policies and Statement regarding excesses
 - ix) CIS details
 - x) Tender Amendments No. [] dated []

CONTRACT DATA

- 5. A copy of the completed Contract Data is annexed to this Agreement

PRIORITY OF DOCUMENTS

- 6. If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is in accordance with the following sequence:
 - (a) this Agreement;
 - (b) the completed Contract Data,
 - (c) the *additional conditions of contract*;
 - (d) the *other conditions of contract*;
 - (e) the Works Information; and
 - (f) any other document forming part of the contract.

- 7. The Employer and the Contractor hereto acknowledge and agree that this Agreement shall govern all works and services carried out by the Contractor in connection with the *Works* prior to the date of this Agreement, all of which works and/or services shall be deemed to have been carried out subject to the terms of this Agreement.

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

Executed as a deed by affixing the
COMMON SEAL of **SHROPSHIRE**
COUNCIL in the presence of:

.....
Authorised Signatory

Executed as a deed by [NAME OF
CONTRACTOR] acting by a director and a
director OR its company secretary

.....
Signature
Director

.....
(Print Name)

.....
Signature
Director OR Secretary [Delete as appropriate]

.....
(Print Name)

OR

Executed as a deed by [NAME OF
CONTRACTOR] acting by a director, in the
presence of:

.....
Signature
Director

.....
[SIGNATURE OF WITNESS]

.....
(Print Name)

.....
.....
.....

[PRINT NAME, ADDRESS AND OCCUPATION
OF WITNESS]

APPENDIX B: CERTIFICATES

NOT USED

APPENDIX C: FORM OF RETENTION BOND

Not Used

APPENDIX D: SPECIAL REQUIREMENTS

List here any appropriate Special Requirements in relation to statutory bodies, e.g.: -

Electricity Generating and Distribution Companies

BT OpenReach

Water and Sewerage Companies

National Grid plc

(b) 9.0 M OF LIVE OVERHEAD ELECTRICITY LINES WHERE THE LINES ARE CARRIED ON WOOD POLES

TOGETHER WITH ANYWHERE VERTICALLY ABOVE THIS SPACE. These distances shall be maintained at all times between any Overhead Electricity Lines or anything connected to such Overhead Electricity Lines owned leased or rented by the Company.

6. The Contractor and any sub-contractor employed by him should particularly note and bring to the attention of their respective employees the danger of 'Flash-over' where as a result of the very high voltages being transmitted potentially lethal shocks can occur in close proximity to live Overhead Electricity Lines WITHOUT ANY CONTACT BEING MADE.
7. Debris produced when trimming or felling trees and/or from demolition MUST NOT fall or be projected into the 'Prohibited Space'. Similarly, excavation spoil must not be dumped or accumulated so as to cause infringement of the 'Prohibited Space'.
8. Special care MUST be taken when using material, which shall include but not be limited to, rope wire and/or measuring tape and the like.
9. The Contractor shall exercise particular care when carrying out work which involves the use of water jets or piped slurry. Liquids when being carried or used for the purposes of the works MUST NOT be allowed to splash fall or otherwise be projected into the 'Prohibited Space'.
10. If a crane or other equipment is used crane stops, fencing and warning notices shall be provided by the Contractor to ensure that there can be no encroachment on the 'Prohibited Space' by crane load or other equipment even if the crane load or equipment slips fails or overturns.
11. Portable ladders used in the vicinity of the live Overhead Electricity Lines shall be of wood or other non-conducting material and shall not be reinforced by metal attachments running along stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the 'Prohibited Space'.
12. Any disturbance of or attachment to any Plant or Equipment or Electric Cable(s) of the Company shall ONLY be carried out by the staff of the Company or its authorised contractors and/or agents.
13. Long objects, which shall include but not be limited to pipes scaffold poles ladders and/or long handled tools or any object of such length that if carried vertically could infringe on the 'Prohibited Space' MUST BE CARRIED HORIZONTALLY.
14. Where for the purposes of completing the Works in accordance with the Contract the need arises to operate within the 'Prohibited Space' the Contractor shall give the Company Representative not less than fourteen days written notice of the dates upon which it is intended to operate plant or equipment or carry out any work. The permission of the Company Representative MUST be obtained in writing BEFORE any plant or equipment is operated or work of any kind is carried out WITHIN the above distances. Such operations or work shall only be carried out in the presence of the Company Representative unless notice shall have been obtained in writing from the Company Representative that such a presence on Site is not required.
15. In the event of the Company requiring emergency and/or maintenance work to be executed on the Electricity Cable(s) whether Overhead Electricity Lines or Buried Electricity Cables during the period of the Contract the Contractor shall afford all reasonable facilities and access to the staff of the Company or authorised contractors and/or agents.
16. Work should not be carried out in the immediate vicinity of the overhead lines during period of poor visibility. If this is not reasonably practicable additional precautions MUST be taken including but not limited to the erection of appropriate barriers to ensure maintenance of the appropriate safety clearances.
17. The above requirements do not relieve the Contractor of any of his obligations under the Contract or of the responsibility for taking every precaution to avoid risk to persons and/or

damage to property.

IN CASE OF EMERGENCY Tel. 0800 6783 105

directed by the Company Representative.

With regard to excavation in the vicinity of Company Apparatus and ducts the Contractor should have particular regard to the possibility of reduced cover and the encountering of such Company Apparatus and ducts at depths of cover less than that given at (a) and (b) above.

7. All excavation adjacent to Company Apparatus is to be carried out by hand until the exact extent and/or location of Company Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0 m of Company Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Company Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if: -

- (a) Excavation is deeper than the depth of cover of adjacent Company Apparatus.
- (b) Excavation is within 1.0 m of Company Apparatus in stable soil.
- (c) Excavation is within 5.0 m of Company Apparatus in unstable soil.

If for the completion of the Works the Contractor intends using any of the following:-

- (i) Pile driving equipment within 10.0 m of Company Apparatus
- (ii) Explosives within 20.0 m of Company Apparatus
- (iii) Laser equipment within 10.0 m of Company Apparatus
- (iv) the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Company Apparatus affected may be arranged.

8. All Company manhole, joint box and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cable drums and/or any further equipment required by the Company for the maintenance of its Apparatus, must be maintained at all reasonable times. The Contractor should particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.

9. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus of the Company. The Company Representative shall be given reasonable access to all Company Apparatus and chambers when required.

10. In the event of any damage whatsoever to Company Apparatus the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company as follows: -

Telephone: - Dial Before You Dig 0800 917 3993

11. The above requirements do not relieve the Contractor of any of his obligations under the Contract.

SPECIAL REQUIREMENTS IN RELATION TO WATER AND SEWERAGE COMPANIES

1. For the purposes of this Special Requirement the following terms shall have the meanings assigned to them: -
 - (a) 'Company' means: - Severn Trent Water Ltd (Water Supply Mains and Foul Drains) or its successors and assigns.
 - (b) 'Company Representative' means the Chief Civil Engineer of the said 'Company' defined at 1(a) of this Special Requirement or other duly Authorised Engineer Representative and/or Agent appointed for the time being to act on behalf of the said 'Company'.
 - (c) 'Mains and Sewers' means any surface or sub-surface pipeline or construction together with any associated apparatus appliance access covers manholes shafts and/or chambers thereto owned leased or rented by the said 'Company' defined at 1(a) of this Special Requirement.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm the details and location of any Mains and Sewers of the Company with the Company Representative, who can be contacted at the following point:-

Address: - Severn Trent Water Ltd
Asset Data Management
GIS Mapping Team
PO Box 5344
Coventry
CV3 9FT

Telephone: 02477 715862
3. Where such details show that the Works or the movement of plant or equipment may endanger the Mains and Sewers of the Company; the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the presence of any Mains and Sewers can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Company Mains and Sewers, are adequately protected from damage and such protective measures shall be approved by the Engineer.
4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of the Company Representative.
5. All excavation adjacent to Company Mains and Sewers, is to be carried out by hand until the exact extent and/or location of Company Mains and Sewers is known.

Mechanical borers and/or excavators shall not be used within 3.0 m of Company Mains and Sewers without the presence of the Company Representative. To prevent any movement of Company Mains and Sewers during excavation, complete shuttering shall be used as directed by the Engineer if:-

 - (a) Excavation is deeper than the depth of cover of adjacent Company Mains and Sewers.
 - (b) Excavation is within 3.0 m of Company Mains and Sewers in stable soil.
 - (c) Excavation is within 6.0 m of Company Mains and Sewers in unstable soil.

If for the completion of the Works the Contractor intends using any of the following:-

- (i) Pile driving equipment within 15.0 m of Company Mains and Sewers
- (ii) Explosives within 200.0 m of Company Mains and Sewers
- (iii) Any hot work such as welding and the like within 6.0 m of any Company Mains and Sewers.

the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Company Mains and Sewers affected may be arranged.

6. Material of any kind whatsoever comprising part of the Company Mains and Sewers, manholes, shafts or any other construction shall not be cut away without the prior written approval of the Company Representative.
7. Any temporary roads or access routes within 5.0 m of Company Mains and Sewers, shall be provided with a load bearing surface to the satisfaction of the Company Representative.
8. The Contractor or any sub-contractor employed by him shall not stack pile and/or store materials of any kind or erect temporary structures and/or notice boards of any sort within 5.0 m of any Company Mains and Sewers.
9. All Company Mains and Sewers, especially manholes, shafts and access points and/or chambers within the Site shall be kept clear and unobstructed. A minimum 3.0 m access sufficient for heavy vehicles and/or any further plant and equipment required by the Company for the maintenance of its Mains and Sewers, must be maintained to and around the centre of any Company manholes shafts chambers and or other access points and the Company Representative shall be given access to all Company Mains and Sewers when required at all reasonable times.
10. The covers to Company Mains and Sewers, particularly manholes, shafts and access points and/or chambers shall only be lifted under the direct supervision of the Company Representative. Employees of the Contractor or of any sub-contractor employed by the Contractor shall NOT enter any Company Mains and Sewers manholes shafts access points and/or chambers unless under the supervision of the Company Representative and in any case not before any safety checks required by the Company Representative have been carried out and such checks have shown it to be safe to enter the Company Mains and Sewers.
11. In the event of any damage whatsoever to Company Mains and Sewers the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company Representative.
12. The Contractor and/or any sub-contractor employed by the Contractor shall take all necessary precautions to ensure that any Company Mains and Sewers are fully protected from any accidental falls or flows of liquids and/or materials, which by themselves or in combination with any existing materials and/or liquids could cause or aggravate pollution create poisonous substances and/or toxic fumes or react with sewer contents to cause toxic substances or fumes and/or could cause harm to persons or property and/or impede any operations of the Company.
13. The Contractor and/or any sub-contractor employed by the Contractor shall not discharge nor cause to be discharged any water or other liquid or tip any condemned or surplus material or waste of any kind whatsoever into Company Mains and Sewers or abstract extract and/or draw water from any Company Mains and Sewers without the written permission of the Company Representative.

14. The Contractor shall particularly note that the Sewer system can be liable to 'surcharge' in certain circumstances and under these conditions is liable to bursting. Stringent safety precautions as directed by the Company Representative shall be applied in such conditions.

EMERGENCY ACTION

15. The following actions shall be taken by the Contractor in the event of a burst to any of the Company Mains and Sewers: -
- (a) Immediately inform the Emergency services (Fire and Police) The Agency and the Engineer in that order
For water services and emergencies (including 'Leakline')
Tel: - 0800 783 4444
 - (b) Secure the area from the approach of traffic and/or the general public.
 - (c) Render every assistance to the Emergency Services and/or The Agency as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
 - (d) With regard to landslope and any apparent flow direction of any leaking sewerage or water, construct if possible and as necessary dams / bunds with earth and/or board to prevent flows inundating any adjacent properties ditches streams drains manholes or other such water courses and ducts.
16. The above requirements do not relieve the Contractor of any of his obligations under the Contract.

For differing reasons either type poses a considerable hazard to safety if damaged. The Contractor shall also note that smaller Gas distribution pipes may be of yellow plastic, cast iron, steel or other such material and that unless specifically known to the contrary any such services encountered during the course of the Works should be assumed to be Gas pipelines and treated as such in accordance with these Special Requirements until positively identified otherwise and the Engineer so notified in writing.

7. No vehicle plant or machinery shall cross stand operate or travel within 3.0 m of any Apparatus particularly Gas pipelines except as approved by the Company Representative. The Contractor shall agree his methods of working near any Apparatus with the Company Representative and ensure that any Apparatus is adequately protected from damage by the use of wooden sleeper tracks or reinforced concrete rafts at crossing points as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of Apparatus. All such protective measures shall be to the satisfaction of the Company Representative.
8. Where for the purposes of completing the Works in accordance with the Contract it is necessary to lay a new service across an existing Gas pipeline whether above or below a minimum clearance of 0.6 m shall be left between the outside of the Gas pipeline and the new service to be installed. Under no circumstances shall a new service be laid parallel above or below a Gas pipeline. Hydraulic or other form of pressure testing of any new services shall not be permitted within 6.0 m of any Gas pipeline unless precautions have been taken involving the use of pre-installation tested pipeline having a design factor of 0.3 for a distance of 6.0 m either side of the Gas pipeline and/or such additional precautions including but not limited to sleeving barriers and the like as the Company Representative may require in consultation with the Engineer.
9. The Contractor shall particularly note that Gas pipelines and other Apparatus of the Company is usually cathodically protected to Company standard GBE/ECP1. The Company will require to carry out interaction tests to determine whether its own system will be adversely affected by any new service and/or its protective measures. Any work requiring the removal modification and or movement of Apparatus shall only be carried out by the staff of the Company and/or its authorised contractors and Agents. In the event that any cathodic protection posts and/or associated Apparatus require to be removed replaced and/or moved for the purposes of the Works the Contractor shall give not less than seven days written notice of the requirement to the Company.
10. When excavating or backfilling around Apparatus, the Company Representative shall be given not less than 3 days written notice, of the Contractor's intentions in order that he may supervise the works.
11. Backfilling shall be in 150 mm layers, or as may otherwise be directed, consolidated layer by layer to the satisfaction of the Company Representative. Fill shall be free from flints stones and carbonaceous material. Where slabbing reduces such depth clean sand filling shall be used.
12. All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. The Contractor shall note the following: -
 - (1) Mechanical borers shall not be used within 5.0 m of Apparatus.
 - (2) Handheld power assisted tools shall not be used within 1.5 m of Apparatus without the supervisory presence of a Company Representative.

To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if: -

- (a) Excavation is deeper than the depth of cover of adjacent Apparatus.
- (b) Excavation is within 3.0 m of Apparatus in stable soil.
- (c) Excavation is within 6.0 m of Apparatus in unstable soil.

Where excavation results in the exposing of Gas pipelines or other Apparatus protective timber cladding shall be applied to the Gas Pipelines or Apparatus to the satisfaction of the Company

Representative and shall be maintained until such excavation is reinstated and backfilled.

13. If for the completion of the Works the Contractor intends using any of the following: -
- (i) Pile driving equipment within 15.0 m of Apparatus (or such greater distance as may be required to ensure that the MAXIMUM peak particle velocity as measured at the Apparatus does NOT exceed 25 mm per second).
 - (ii) Explosives within: -
 - (a) 400.0 m of exposed Apparatus
 - (b) 100.0 m of buried Apparatus
 - (iii) Hot Works welding and the like within 15.0 m of Apparatus
 - (iv) Hydraulic testing within 6.0 m of Apparatus
- the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Apparatus affected may be arranged. The Contractor SHALL NOT proceed with the use of any of the above without the written consent of the Company Representative.
14. All Apparatus manholes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times and unless otherwise agreed in writing by the Company representative a clearance of 6.0 m shall be allowed for such access.
15. The covers to Apparatus manholes and/or other access points and chambers shall only be lifted under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before a gas check as specified by the Company Representative has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
16. In the event of any damage whatsoever even of a minor nature to Apparatus particularly to Gas pipeline coatings and/or test leads the Contractor shall immediately inform the Engineer and report the occurrence by contacting the Company Representative. The Company Representative will arrange for repairs to be carried out.

EMERGENCY ACTION

17. The following actions shall be taken by the Contractor in the event of a gas leak in any Apparatus: -
- (a) Evacuate all personnel from the vicinity of the pipeline damage or leak.
 - (b) Remove and/or extinguish all sources of ignition for a distance of at least 200 m in all directions from the location of the leak. This precaution shall include a ban on the use of any electrical equipment falling within this limit.
 - (c) IMMEDIATELY inform The Company the Engineer and (if required) the Emergency services in that order.
- THE EMERGENCY TELEPHONE NUMBER OF THE COMPANY IS: -
- 0800 111 999
- (d) Secure the area from the approach of all employees' traffic and/or the general public.
 - (e) Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.

(f) DO NOT ATTEMPT TO SEAL ANY LEAK OF GAS AT THE POINT OF DAMAGE.

18. Compliance with the above requirements do not relieve the Contractor of any of his obligations under the Contract.

APPENDIX E: FORM OF PARENT COMPANY GUARANTEE

Not Used

APPENDIX F: TERMS AND CONDITIONS OF NOVATED CONTRACTS

Not Used

APPENDIX G: COLLATERAL WARRANTY AGREEMENT

Full name: Collateral warranty to be provided by a sub-contractor.

DATED

SUB-CONTRACTOR'S COLLATERAL WARRANTY

relating to the

SHIFNAL TOWN CENTRE IMPROVEMENT SCHEME

Between

NAME
[sub-contractor]

and

SHROPSHIRE COUNCIL
[*Employer*]

And

NAME
[*Contractor*]

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THIS AGREEMENT is dated [DATE]

PARTIES

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**sub-contractor**).

SHROPSHIRE COUNCIL of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (**Employer**).

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Contractor**).

BACKGROUND

The *Employer*, having engaged the *Contractor* to carry out design and construction work, has an interest in the *works*.

The *Contractor* has engaged the sub-contractor to carry out part of the design [and construction] work in respect of the *works*.

The *Contractor* requires the sub-contractor to enter into a collateral warranty in favour of the *Employer*.

The sub-contractor has agreed to enter into this agreement with the *Contractor* and the *Employer*, for the benefit of the *Employer*.

The *Employer* has paid £1 to the sub-contractor and the *Contractor* as consideration under this agreement.

AGREED TERMS

INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

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 2007 (SI 2007/320) and the related Approved Code of Practice issued by the Health and Safety Commission.

Construction Products Regulations: 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).

Deleterious: materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

posing a threat to the health and safety of any person; or

posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or

reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or

not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or

having been supplied or placed on the market in breach of the Construction Products Regulations.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement [extension], building information modelling and repair of the Property and the Works.

Programme: the programme, as defined in the Sub-Contract.

Property: the Site (as defined in the Contract) upon which the Works are to be carried out.

Works: having the same meaning as the *works* in Contract Data Part One, 1.2 (62240659/TC/Doc1)

Required Standard: all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the sub-contractor's profession undertaking the Services on works similar in scope and character to the Works.

Sub-Contract: an agreement in writing dated [DATE] between the *Contractor* and the sub-contractor, which may take the form of a professional appointment, for the appointment of the sub-contractor to provide the Sub-Contract Services.

Sub-Contract Services: the professional services referred to in the Sub-Contract, performed by or on behalf of the sub-contractor under the Sub-Contract for the design of the Works.

Clause headings shall not affect the interpretation of this agreement.

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].

A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.

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.

A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

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.

A reference to **writing** or **written** includes faxes but not e-mail.

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.

References to clauses are to the clauses of this agreement.

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.

COMPLY WITH THE SUB CONTRACT

The sub-contractor warrants to the *Employer* that:

it has complied, and shall continue to comply, with its obligations under the Sub-Contract, including its obligations to:

carry out and fulfil, in all respects, the duties of a designer under the CDM Regulations;

not, without the *Contractor's* written consent, make any material change to the designs or specifications for the Works after they have been settled or approved in accordance with the Contract; and

it has exercised and shall continue to exercise the Required Standard:

when performing the Works;

not to specify for use anything in the Works, which is Deleterious at the time of specification or use;

to comply with (and ensure the completed Works complies with) any:

Act of Parliament;

instrument, rule or order made under any Act of Parliament; and
regulation or byelaw of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Works or with whose systems or property the Works is or will be connected;

to perform the Services and prepare all Material for those elements of the Works for which the sub-contractor is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Works;

to ensure that the Works complies with all planning agreements, permissions and conditions; and

In proceedings for breach of this clause 0, the sub-contractor may:

rely on any limit of liability or other term of the Sub-Contract; and

raise equivalent rights of defence as it would have had if the *Employer* had been named as a joint *Employer*, with the *Contractor*, under the Sub-Contract [(for this purpose not taking into account any set-off or counterclaim against the actual client under the Sub-Contract)].

The sub-contractor's duties or liabilities under this agreement shall not be negated or diminished by:

any approval or inspection of:

the Property; or

the Works; or

any designs or specifications for the Property or the Works; or

any testing of any work, goods, materials, plant or equipment; or

any omission to approve, inspect or test,

by or on behalf of the *Employer* or the *Contractor*.

This agreement shall not negate or diminish any other liability or otherwise owed to the *Employer* by the sub-contractor.

STEP-IN RIGHTS: SUB-CONTRACTOR MAY NOT TERMINATE OR DISCONTINUE

The sub-contractor shall not exercise, or seek to exercise, any right to:

terminate its employment under the Sub-Contract; or

discontinue performance of the Services,

for any reason (including any breach on the part of the *Contractor*) without giving the *Employer* at least 15 Business Days' written notice of its intention to do so. Any notice

from the sub-contractor shall specify the grounds for the sub-contractor's proposed termination or discontinuance.

If the Sub Contract allows the sub-contractor a shorter notice period for the exercise of a right referred to in clause 0, the notice period in the Sub-Contract shall be extended to take account of the notice period required under clause 0.

The sub-contractor's right to terminate its employment under the Sub-Contract, or to discontinue performance of the Services, shall cease if, within the period referred to in clause 0, the *Employer* gives notice to the sub-contractor, copied to the *Contractor*:

requiring the sub-contractor not to terminate its employment or not to discontinue performance of the Services under the Sub-Contract;

acknowledging that the *Employer* (or its nominee) will assume all the *Contractor's* obligations under the Sub-Contract; and

undertaking that the *Employer* or its nominee will pay to the sub-contractor:

any sums due and payable to the sub-contractor under the Sub-Contract in future; and

any sums then due and payable to the sub-contractor under the Sub-Contract that are unpaid.

If the *Employer* (or its nominee) serves notice on the sub-contractor under clause 0, then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the sub-contractor and the *Employer* (to the exclusion of the *Contractor*).

In complying with this clause 0, the sub-contractor:

does not waive any breach of the Sub-Contract or default under the Sub-Contract by the *Contractor*; and

may exercise its right to terminate its employment under the Sub-Contract, or discontinue performance of the Services, after the expiry of the notice period referred to in clause 0, unless the sub-contractor's right to terminate or discontinue has ceased under clause 0.

STEP-IN RIGHTS: EMPLOYER MAY STEP-IN

Without affecting clause 0, if the *Employer* serves a notice on the sub-contractor, copied to the *Contractor*, that:

confirms that the *Employer* wishes to step-in to the Sub-Contract; and

complies with the requirements for a *Employer's* notice under clause 0,

then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the sub-contractor and the *Employer* (or its nominee), to the exclusion of the *Contractor*.

The sub-contractor shall assume that, between the *Contractor* and the *Employer*, the *Employer* may give a notice under clause 0. The sub-contractor shall not enquire whether the *Employer* may give that notice.

In complying with this clause 0 the sub-contractor does not waive any breach of the Sub-Contract or default under the Sub-Contract by the *Contractor*.]

STEP-IN RIGHTS: SUB-CONTRACTOR'S POSITION AND *CONTRACTOR'S* CONSENT

The sub-contractor shall not incur any liability to the *Contractor* by acting in accordance with clause 0 or clause 0.

The *Contractor* has entered into this agreement to confirm its consent to the agreement.

STEP-IN RIGHTS: *EMPLOYER'S* GUARANTEE

If an *Employer's* notice under clause 0 or clause 0 refers to the *Employer's* nominee, the *Employer* shall be liable to the sub-contractor, as guarantor, for the payment of any sums due and payable from time to time to the sub-contractor from the *Employer's* nominee.]

NO INSTRUCTIONS TO SUB-CONTRACTOR BY *EMPLOYER*

[Unless the *Employer* has stepped-in under clause 0 or clause 0,] the *Employer* may not give instructions to the sub-contractor under this agreement.

COPYRIGHT

The sub-contractor grants to the *Employer*, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the sub-contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the sub-contractor.

The sub-contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

The *Employer* may request a copy (or copies) of some or all of the Material from the sub-contractor. On the *Employer's* payment of the sub-contractor's reasonable charges for providing the copy (or copies), the sub-contractor shall provide the copy (or copies) to the *Employer*.

PROFESSIONAL INDEMNITY INSURANCE

The sub-contractor shall maintain professional indemnity insurance for an amount of at least £10 million for any one occurrence, or series of occurrences, arising out of any one event for a period beginning on the date of this agreement and ending 12 years after the date of

practical completion of the Works, provided that such insurance is available at commercially reasonable rates [and terms]. The sub-contractor shall maintain that professional indemnity insurance:

with reputable insurers lawfully carrying on insurance business in the [UK or EU];

on customary and usual terms and conditions prevailing for the time being in the insurance market; and

on terms that:

do not require the sub-contractor to discharge any liability before being entitled to recover from the insurers; and

would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.

Any increased or additional premium required by insurers because of the sub-contractor's claims record or other acts, omissions, matters or things particular to the sub-contractor shall be deemed to be within commercially reasonable rates.

The sub-contractor shall not, without the *Employer's* written consent:

settle or compromise any claim with the insurers that relates to a claim by the *Employer* against the sub-contractor; or

by any act or omission lose or affect the sub-contractor's right to make, or proceed with, that claim against the insurers.

The sub-contractor shall immediately inform the *Employer* if the sub-contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates [and terms], so that the sub-contractor and the *Employer* can discuss how best to protect the respective positions of the *Employer* and the sub-contractor regarding the Works and the Property, without that insurance.

The sub-contractor shall fully co-operate with any measures reasonably required by the *Employer*, including:

completing any proposals for insurance and associated documents; or

maintaining insurance at rates above commercially reasonable rates, if the *Employer* reimburses the sub-contractor for the net cost of that insurance above commercially reasonable rates.

Whenever the *Employer* reasonably requests, the sub-contractor shall send the *Employer* evidence that the sub-contractor's professional indemnity insurance is in force, including, if required by the *Employer*, an original letter from the sub-contractor's insurers or brokers confirming:

the sub-contractor's then current professional indemnity insurance; and

that the premiums for that insurance have been paid in full at the date of that letter.

LIABILITY PERIOD

The *Employer* may not commence any legal action against the sub-contractor under this agreement after 12 years from the date of all of the Works.

ASSIGNMENT

The *Employer* may assign the benefit of this agreement:

on two occasions to any person [with an interest in the Works]; and

without counting as an assignment under clause 0:

by way of security (including any reassignment on redemption of security); or

to and from subsidiary or other associated companies within the same group of companies as the *Employer* [so long as that assignee company remains within the same group of companies as the *Employer*].

The *Employer* shall notify the sub-contractor [and the *Contractor*] of any assignment. If the *Employer* fails to do this, the assignment shall still be valid.

The sub-contractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 0 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

NOTICES

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 below:

SUB-CONTRACTOR: [CONTACT]
[ADDRESS]

EMPLOYER:

Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

[CONTRACTOR]: [CONTACT]
[ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

A notice shall be deemed to have been duly received:

if delivered personally, when left at the address and for the contact referred to in this clause; or

if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

all references to time are to local time in place of deemed receipt; and
if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt

A notice required to be given under this agreement shall not be validly given if sent by e-mail.

This clause shall not apply to the service of any proceedings or other documents in any legal action.

THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle 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).

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

[SIGNATURE PAGE FOLLOWS]

Executed as a deed by [NAME OF SUB-CONTRACTOR] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director **OR** its secretary]

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
[Director **OR** Secretary]

OR

Executed as a deed by [NAME OF SUB-CONTRACTOR] acting by [NAME OF DIRECTOR], a director, in the presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Executed as a deed by affixing the COMMON SEAL of SHROPSHIRE COUNCIL in the presence of:

.....

Executed as a deed by [NAME OF CONTRACTOR] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director **OR** its secretary]

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
[Director **OR** Secretary]

OR

Executed as a deed by [NAME OF CONTRACTOR] acting by [NAME OF DIRECTOR], a director, in the presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Shifnal Town Centre Improvement Scheme

CONTRACT DATA PART TWO
DATA PROVIDED BY THE CONTRACTOR
in respect of the Institution of Civil Engineers'
Engineering and Construction Contract
(Third Edition April 2013)

Tenderer's name

PART TWO: DATA PROVIDED BY THE CONTRACTOR

1. The *Contractor* is Name:
 Address:

2. The *direct fee percentage* is %
 The *subcontracted fee percentage* is %

3. The *working areas* are the Site and

4. The key people are (CV's to be attached to this document):-

	<u>Clause</u>	<u>Name</u>
Contractor's Site Agent	24.1/ Z14.2
Contractor's Site Safety Officer	24.1/ Z14.3
Contractor's Quality Manager	24.1/ Z14.4	NOT USED
Contractor's General Foreman	24.1/ Z14.5
Contractor's Traffic Safety and Control Officer	24.1/ Z14.6
Contractor's Designer	24.1/ Z14.7	NOT USED
Contractor's Pedestrian Ambassadors	24.1/ Z14.8
Contractor's Public Liaison Office	24.1/ Z14.9

5. The following matters will be included in the Risk Register

6. ~~The Works Information for the Contractor's design is in~~ **NOT USED**

7. ~~The programme identified in the Contract Data is~~ **NOT USED**
 [see para 4 (a) of the Instructions for Tendering]

8. The *completion date* for the whole of the *works* is

9. The *bill of quantities* reference No. is

10. The tendered total of the Prices is

11. Data for Shorter Schedule of Cost Components

11.1 The percentage for people overheads is %

11.2 The published list of Equipment is the last edition of the list published by

11.3 The percentage for adjustment for listed Equipment is % (state plus or minus)

11.4 The rates of other Equipment are:

<u>Equipment</u>	<u>Size or capacity</u>	<u>Rate</u>
.....
.....
.....
.....

11.5 The hourly rates for Defined Cost of design outside the Working Areas are:

<u>Category of employee</u>	<u>Hourly rate</u>
.....
N/A	N/A

11.6 The percentage for design overheads is N/A %

11.7 The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are

12. Names of proposed subcontractors, their experience and qualifications, and areas of work envisaged are given in Appendix A. (See clause Z15)

**APPENDIX A
NAMED SUBCONTRACTORS**

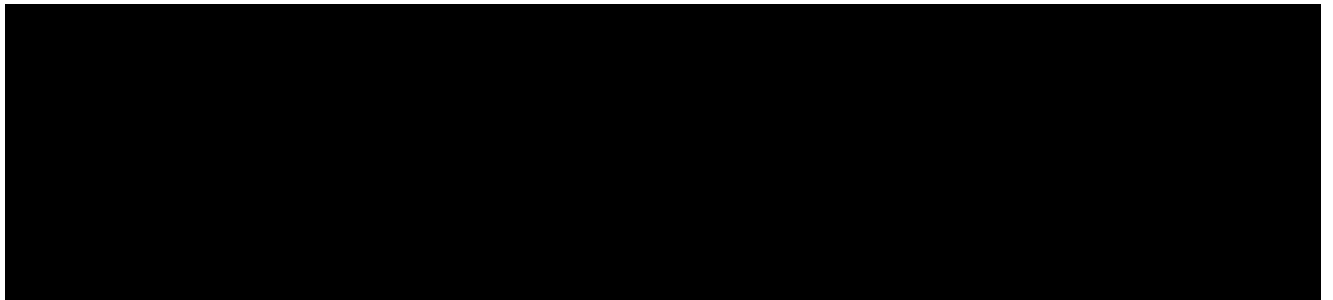
Qualifications and experience of proposed Subcontractors (See Clause Z15):

Area of Work	Name of Sub-contractor	Experience and Qualifications

(ECC COLLUSIVE)

TENDER
FOR THE CONSTRUCTION, COMPLETION,
TESTING AND COMMISSIONING OF
Shifnal Town Centre Improvement Scheme

To: Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND.



We undertake to start the works on the date stated in Contract Data Part One and complete the works on the date stated in Contract Data Part Two of the Conditions of Contract.

We attach the following completed documents which form part of our offer:-

Contract Data Part Two

Bill of Quantities

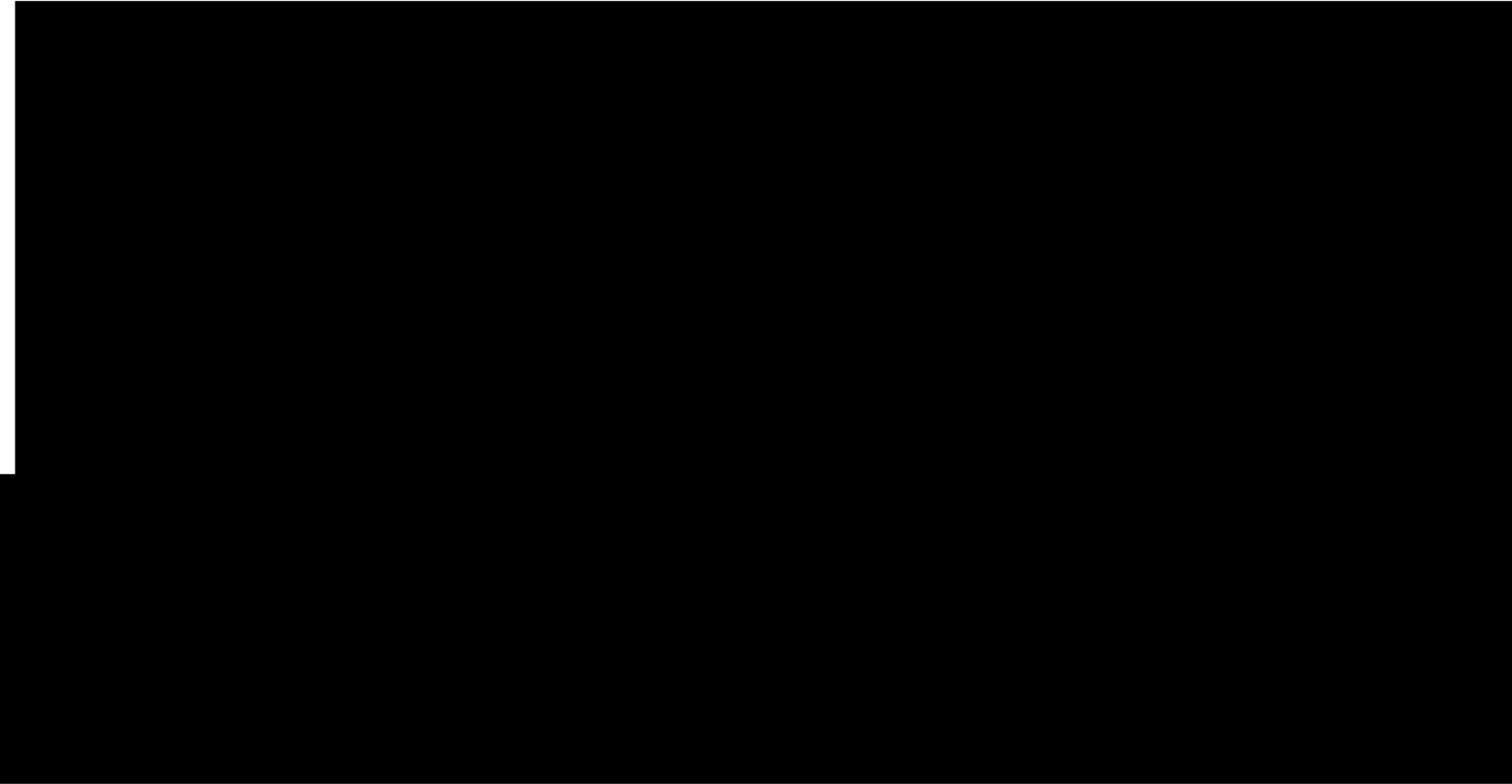
We agree to enter, when required, into a formal Deed under seal for carrying out these works in the form which has been provided to us by you with the tender documentation. Unless and until such a Deed is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest, or any tender you may receive.

We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:-

- (i) Before the award of any contract for the work:-
 - (a) communicate to any person other than a person who has been duly authorised by the Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- (ii) Pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i) (a) or (b)

We also certify that the principles described in paragraph (i) and (ii) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certificate, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions. The word "person" includes any persons and any body or association, corporate or unincorporate; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the works" means the work in relation to which this tender is made.





Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 15th July 2021

My Ref: DMNH 026

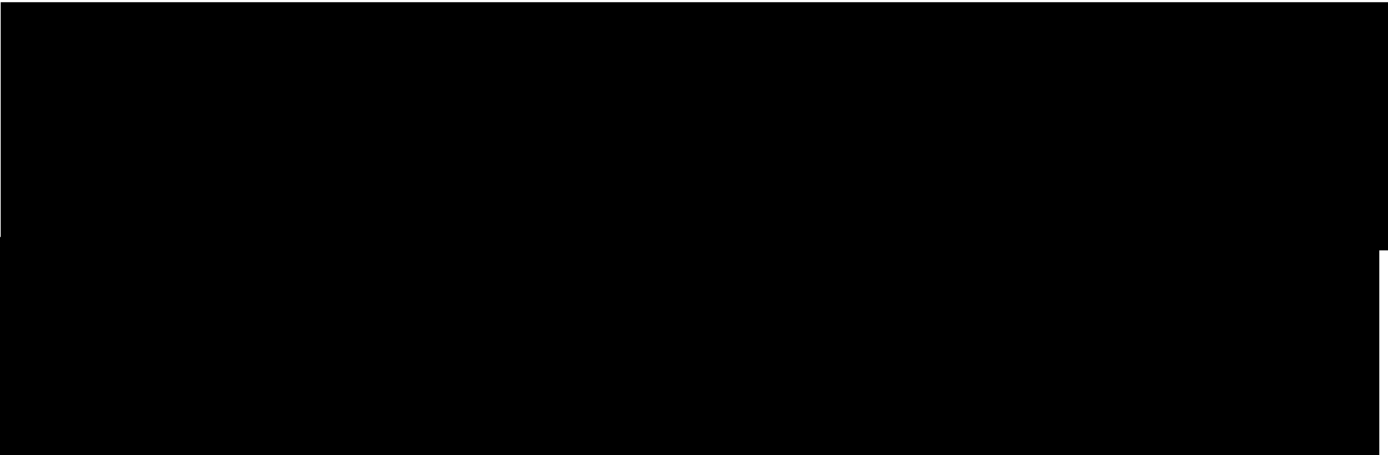
Your Ref: DMNH 026

Dear Bidder

**DMNH 026 - SHIFNAL TOWN CENTRE IMPROVEMENT SCHEME
SUBJECT TO CONTRACT**

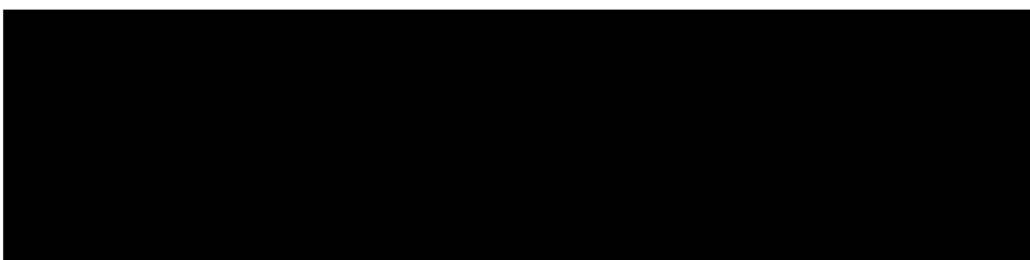
This is an Award Decision Notice.

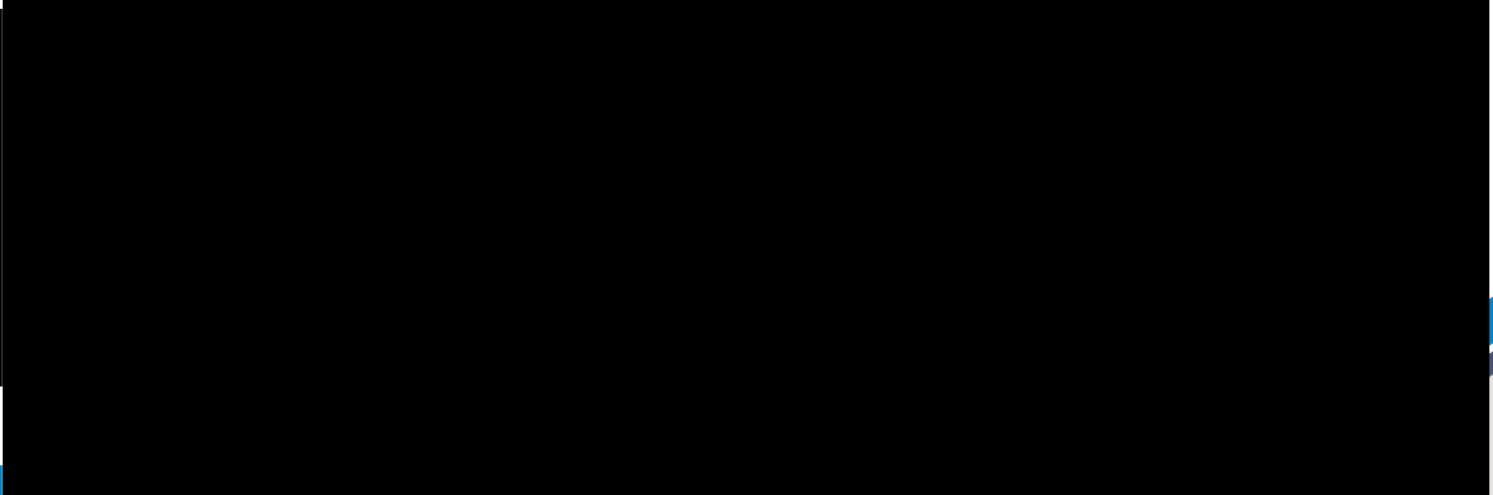
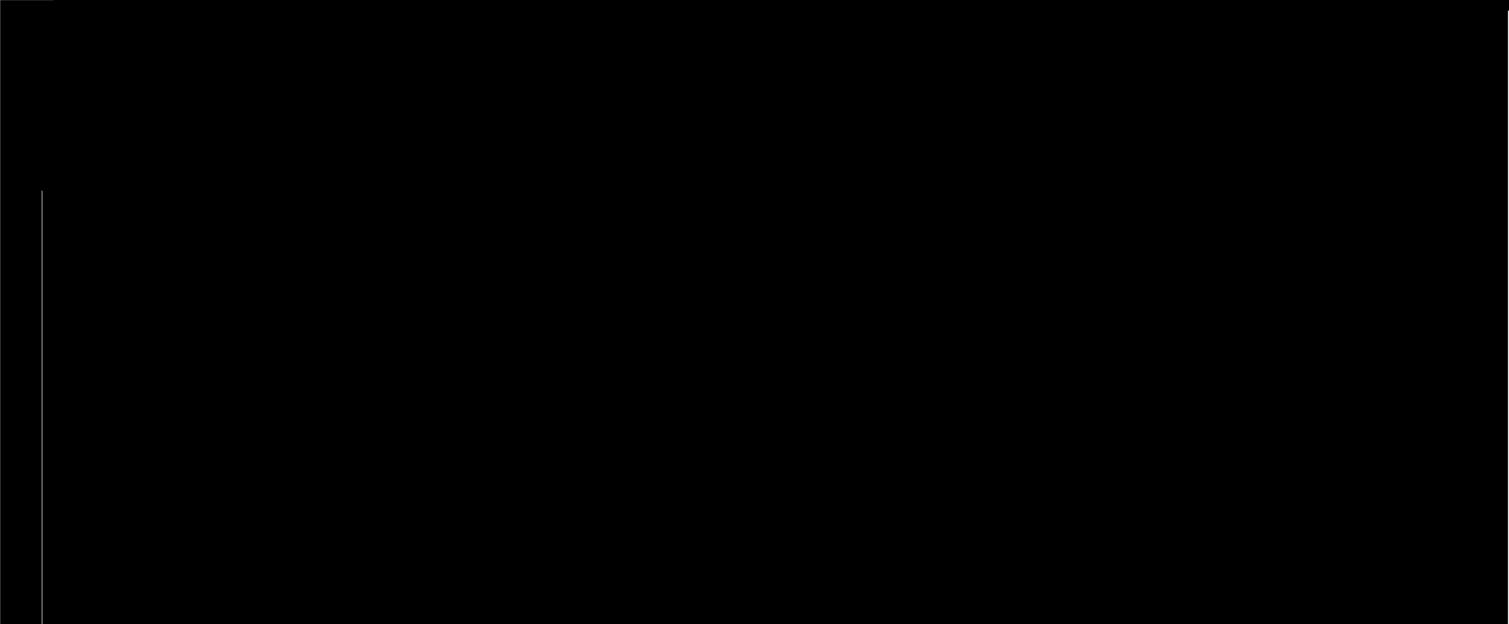
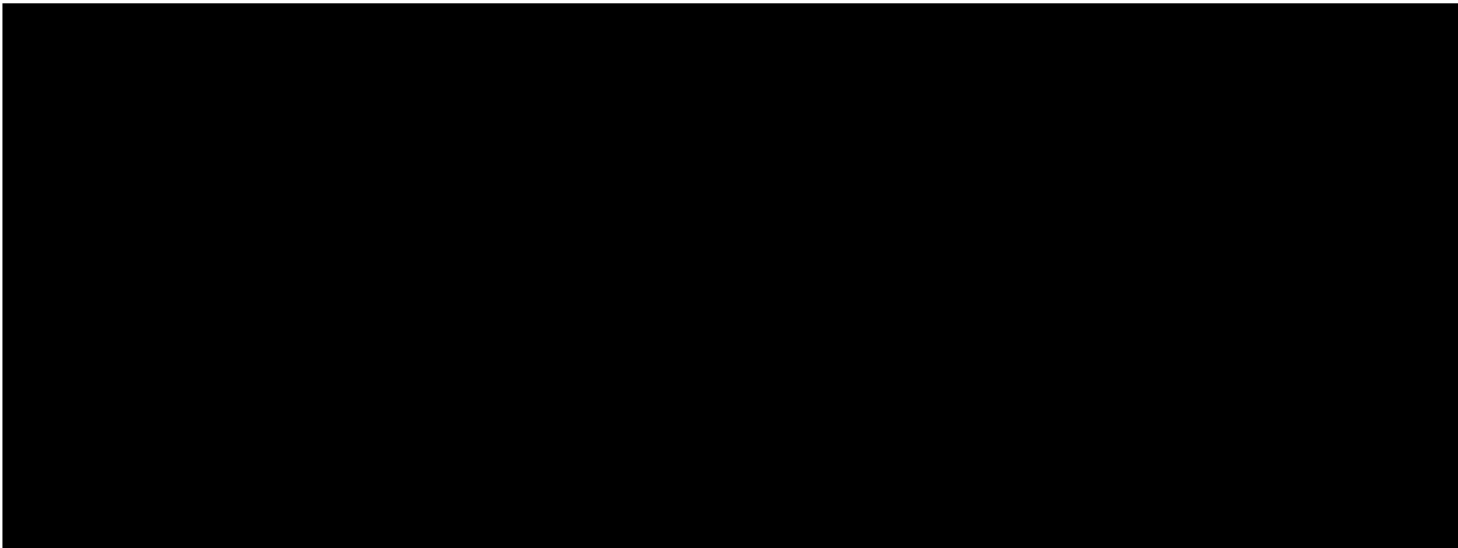
We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.



The award criteria for this contract were set out in full in Invitation to Tender with Price accounting for 40% of the total marks and Quality accounting for 60% of the total marks.

We can confirm that your tender received the following scores and ranking:





[Redacted content]

[Redacted content]

[Redacted content]

GB-Shropshire: DMNH 026 - Shifnal Town Centre Improvement Scheme

Competitive Contract Award Notice

Associated Parent Notice

CompetitiveContractNotice - GB-Shropshire: DMNH 026 - Shifnal Town Centre Improvement Scheme

1. Title: GB-Shropshire: DMNH 026 - Shifnal Town Centre Improvement Scheme

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement, Attn: Procurement

3. Contract Type: Works

Sub Type: Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities

4. Description: Works for complete or part construction and civil engineering work. This is an award notice for the construction, completion, testing, commissioning and maintenance of the Shifnal Town Centre Improvement Scheme. The Public realm enhancement works comprise constructing new kerb lines, widening existing footways, updating drainage systems, realigning existing junctions and improving pedestrian crossing points. Footways are to be repaved with high quality blocks and the carriageways are to be reconstructed, including raised tables with coloured junction areas. Footways are to be improved to give more area for pedestrians with seating and landscaped features. Traffic signs are to be renewed and landscaping features consisting of new signs, benches, bins, planters and tree pits are included.

5. CPV Codes:

45200000 - Works for complete or part construction and civil engineering work.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: DMNH 026

9. Awarded to:

Is Awardee likely to subcontract?: No Awarded to SME?: No

10. Date of Contract Award: 15/07/2021

11. Number of Tenders Received: 6

12. Other Information:

Other Information: To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=611043419>

Suitable for VCO: No

Procedure Type: OPEN

Period of Work Start date: 23/08/2021

Period of Work End date: 23/09/2022