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|  | tender document  Hartcliffwe Way Household Reuse & Recycling Centre Works Prepared for: Bristol Waste CompanyClient Ref: 402.08721.00003 |
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Basis of Report

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Information, advice, recommendations and opinions in this document should only be relied upon in the context of the whole document and any documents referenced explicitly herein and should then only be used within the context of the appointment.

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**APP****ENDICES**

Appendix A Specification

Appendix B Activity Schedule

Appendix C Pre Construction Information Pack

Appendix D Collateral Warranty

DRAWINGS

As shown on the drawing issue sheets.

# INSTRUCTIONS TO TENDERERS

Tenders shall be submitted in accordance with the following instructions. Tenders not complying with these instructions in any way may be rejected by the Employer whose decision in the matter will be final.

## Introduction

Bristol Waste Company intends to develop its Depot site on Hartcliffe Way, Bristol into a Household Waste Recycling Centre and Depot.

The construction works involve the following;

* Site clearance;
* Construction of improved site access including a new bridge over the watercourse;
* Construction of a dedicated site exit including a new bridge over the watercourse;
* Construction of new RC wall to form a split-level site;
* Construction of new walls to form material storage bays;
* Construction and installation of new weighbridge;
* Construction of new re-use building;
* Installation of Drainage (including attenuation features and flow controls); and
* Installation of services.



Figure ‑ - Existing Site Features

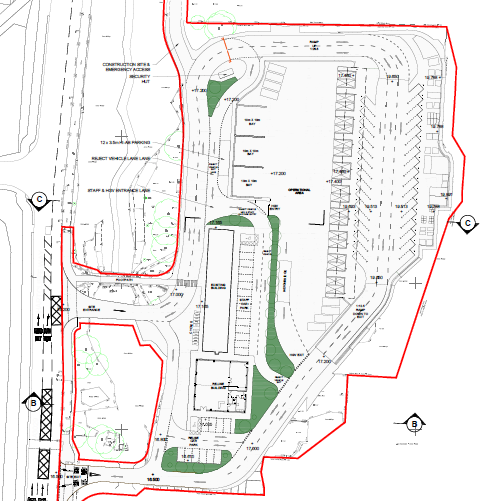


Figure ‑ - Proposed Site Confirguration

## Health and Safety

The Contractor must submit his proposed methods and resources for managing health and safety on the site in accordance with the requirements of the Construction (Design and Management) Regulations 2015.

The Pre Construction Information Pack is included within Appendix C of the Contract documents.

## Location of the Site

The site is located at National Grid Reference ST 581697.

Site Address:

Bristol Waste Company,

83 Hartcliffe Way,

Bristol

BS3 5RN.

## Contract Documents

The Contract Documents are:

1. The letter of invitation to tender
2. A bound volume comprising:

(a) Instructions to Tenderers

(b) Contract Data - Parts 1 & 2

(c) Form of Tender

(d) Form of Agreement

(e) Specification

(f) Activity Schedule

(g) Pre-Construction Information Pack

1. A set of Tender Drawings, contained and listed within the Construction Specification.

## Confidentiality

The Tender Documents shall be treated as private and confidential. Tenderers shall not disclose the fact that they have been invited to tender or release details of the Tender Documents other than in confidence to those who have a legitimate need to know or whom they need to consult for the purpose of preparing a Tender.

## Queries

Should there be any doubt or uncertainty as to the meaning of the Tender Documents, or as to anything to be done or not to be done under the Contract, clarification should be sought via the Pro Contract Supplier Portal.  This is the electronic tendering tool that Bristol Waste Company is utilising to manage this procurement and communicate with tenderers.

This clarification should be sought not later than one week before the due date for return of tenders.  Should a query concern possible ambiguities, the need for supplementary information or errors in the Tender Documents, answers will be issued to all Tenderers as amendments to the Tender Documents.

## Amendments to the Tender Documents

Should any amendments to the Tender Documents be deemed necessary before the due date for return of Tenders these will be issued to Tenderers in the form of amendment letters, which will be incorporated in the Contract.

## Arrangements to Inspect the Site

The contractor is encouraged to visit the site prior to pricing the works. Arrangement to inspect the site should be made by contacting Catherine Osborn at Bristol Waste Company on 07828 106409.

Any inspection will be made at the contractors own expense.

## Address to Contact the Consulting Engineer

Contacting the consulting engineer during the tender period must be done via the Pro Contract Supplier Portal.

## Completion of the Tender Documents

A Tender should be made on the Form of Tender incorporated herein. It should be signed by the Tenderer and submitted with the remainder of the Tender Documents which comprise the bound volume. No unauthorised alteration or addition should be made to any of the Tender Documents. All entries and signatures should be unambiguous and any necessary alterations shall be initialled. Tenders submitted for separate sections only or Tenders, which are incomplete, will not be considered.

## Completion of the Activity Schedule

A rate or price should be inserted against each item in the Activity Schedule, which should be fully priced extended and totalled in ink. Unit rates and prices shall be quoted in pounds and decimal fractions of a pound. Such fraction need not be restricted to any specific number or decimal places but the product of multiplying the rate by the quantity shall be expressed in pounds and whole pence (i.e. to two decimal places). Items against which no rate or price is entered should have either the word ‘NIL’ or ‘INCLUDED’ inserted and will be deemed to be covered by the other rates and prices in the Activity Schedule.

## Documents to be Submitted with a Tender

The following documents shall be submitted with a Tender:

(a) Details listed in Contract Data Parts 1 & 2 and Clauses of the Specification.

(b) Completed activity schedule.

(c) Proposed construction programme.

(d) Statement of anticipated method of working, including designs with method statement and drawings detailing any Temporary works.

(f) Details of the terms of the insurance proposed to be affected or already held and intended to be used to meet the requirements of Clauses 84, 85, 86 and 87 of the Conditions of Contract.

(g) Statement of proposed staffing for the project.

(h) Details on at least two potential references should be provided with the Tender.

(i) Answers to the Quality Questions.

## Qualified Tenders

Tenders shall not be qualified but shall be submitted strictly in accordance with the Tender Documents. Tenders shall not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender Documents as issued (or subsequently amended) will be accepted for consideration. The Employer's decision on whether or not a Tender is acceptable will be final and the Tenderer concerned will not be consulted. Qualified Tenders will be excluded from further consideration and the Tenderer notified.

## Alternative Tenders

The Tenderer is expected to submit a Tender on the basis of the parameters as identified within the specification and contract document. Many of these details are necessary to satisfy environmental and planning considerations. Should a Tenderer decide to submit a Tender involving modifications to these parameters, this should be done by way of an alternative Tender but no alternative Tender will be considered unless a Tender based strictly on the Tender Documents without qualification is also submitted. Any alternative Tender must also be free of qualifications and be fully priced to show clearly how and where costs would differ from the primary Tender. The Tenderer should approach the consulting engineer to ascertain what special design criteria and requirements apply in respect of the alternative or modifications he is contemplating. Any such approach will be treated in confidence.

An alternative Tender will not be considered unless prior notification has been given not less than one week before the due date for return of Tenders. An alternative Tender must be accompanied by supporting information, drawings, calculations and a priced Schedule of Activities addendum covering the substitution of the alternative to facilitate the full assessment of its technical acceptability, construction time and price.

## Return of Tenders

Bristol Waste Company is utilising an electronic tendering tool to manage this procurement and communicate with tenderers.  Accordingly, there will be no hard copy documents issued to tenderers and all communications with Bristol Waste Company including the submission of tenderers responses will be conducted via the Pro Contract Supplier Portal.

Complete the online questions directly or by completing and uploading the relevant associated documentation for each question, as you work through the questionnaire each section completed will turn green, you will not be able to submit your response until all sections are green

Upload supporting information/evidence to support your application, when finalised click Submit Response.

The screen will show in the status that the response has been submitted.

If the submission time has not yet passed the supplier can edit their response if required.

## Arithmetical Checking

All Tenders will be checked for arithmetical accuracy immediately after being opened. The summation of each Activity Schedule item will form the Price. If required, tenderers will be informed of any corrections to their Tender and the correct amount of the total of the priced Activity Schedule.

## Errors in Tendered Rates

Where, upon examination of the Tender, any manifest error of figures entered is noticed, the Tenderer will be given the opportunity of amending such error or of confirming or withdrawing the Tender.

## Examination of Tenders

After Tenders have been checked for arithmetic errors a tender assessment will be carried out on all the Tenders. The Tenders will not only be examined on lowest price but on issues of quality, past experience and safety.

## Tenders to Remain Open

Tenders shall remain open for acceptance without additional cost for a period of ninety days from the due date for return of Tenders.

## Tender Acceptance

The Employer is not bound to accept the lowest or any tender.

## Tender Costs

The Employer shall not be liable for any costs incurred by the Tenderer in preparing their tender.

# CONTRACT DATA

## Part One - Data Provided by the Employer

**Statements given in all contracts**

### General

* The conditions of contract are the core clauses for main Option **A**, dispute resolution Option **W2** and secondary Options **X2, X4, X7, X13, X15, X16, Y(UK)2, Y(UK)3** of the NEC3 Engineering and Construction Contract April 2013
* *Additional conditions of contract* **Z1** to **Z15** also apply (See Optional Statements)
* The *works* are Hartcliffe Way HWRC Construction works
* The *Employer* is

Name: **Bristol Waste Company**

Address: Bristol Waste Company,

Albert Road,

Bristol,

BS2 0XS

* The *Project Manager* is

Name: David Purcell

Address: SLR Consulting Ltd,

Treenwood House,

Rowden Lane,

Bradford on Avon,

Wiltshire,

BA15 2AU.

[dpurcell@slrconsulting.com](mailto:dpurcell@slrconsulting.com)

* The *Supervisor* is

Name: Melissa Carroll

Address: SLR Consulting Ltd,

Treenwood House,

Rowden Lane,

Bradford on Avon,

Wiltshire,

BA15 2AU.

mcarroll@slrconsulting.com

* The *Adjudicator* is to be **selected from the ICE list of adjudicators**
* The Works Information is in **the specification and drawings included within this document**
* The Site Information is in **the specification and drawings included in this document**
* The *boundaries of the site* are **shown on** **drawing 002 as the Red Line Application Boundary.**
* The *language of this contract* is **English.**
* The *law of this contract* is the law of **England and Wales subject to the jurisdiction of the Courts of England and Wales.**
* The *period for reply* is **2 weeks**.
* The *Adjudicator* *nominating body* is **the President for the time being of the Institution of Civil Engineers.**
* The Tribunal is **arbitration**.
* The following matters will be included in the Risk Register
* Unforeseen ground conditions.
* Rear wall construction

### Time

* The *starting date* *is* **To be confirmed**
* The access dates are **To be confirmed**
* The *Contractor* submits revised programmes at intervals no longer than **4** weeks.
* The Contractor shall ensure that his quotation for the works is accompanied by an appropriate programme of the works. The programme shall comply with Clause 31.2 of the Conditions of Contract. The programme shall be prepared and issued in Microsoft Project 2010 (or later version) and shall clearly detail the following criteria as a minimum:

1.  Clearly identify all tasks as identified in the Activity Schedule

2.    Clearly identify the Critical Path

3.    Clearly identify Float, Lag and any Time Risk Allowances if appropriate

4.    Clearly identify a Baseline

### Testing and Defects

* The defects date is **52** weeks after Completion of each Phase of the works.
* The *defect correction period* is **4** weeks.

### Payment

* The *currency* *of this contract* is the **pound sterling (£).**
* The *assessment* *interval* is **4** weeks.
* The *interest rate* is **2%** per annum above the **Bank of England Base Rate**.

### Compensation Events

* The place where weather is to be recorded is **the NEC Location Based data at Bedminster (Latitude 51.4382, Longitude -2.6021).**
* The *weather measurements* to be recorded for each calendar month are
* 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 weather measurements are supplied by **The Met Office, FitzRoy Road, Exeter, Devon, EX1 3PB. Tel: 0870 900 0100.**
* The weather data are the records of past weather measurements for each calendar month which were recorded at **The NEC Location Based data at Bedminster (Latitude 51.4382, Longitude -2.60221).** and which are obtainable from **The Met Office, FitzRoy Road, Exeter, Devon, EX1 3PB. Tel: 0870 900 0100 .**

### Risks and Insurance

* The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant, or 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 **£10,000,000**.
* The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the C*ontractor* arising out of and in the course of their employment in connection with this contract for any one event is **£10,000,000**.

**Optional Statements**

* The arbitration procedure is **The Institution of Civil Engineers Arbitration Procedure (1983) or any amendment or modification to it in force when the arbitrator is appointed.**
* The place where arbitration is to be held is **London**.
* 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 President for the time being of the Institute of Civil Engineers.**
* The period for payment is **28 days**.
* The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of **£10,000,000**.
* The Contractor provides these additional insurances;

1. Insurance against **faults in design (Professional Indemnity Insurance)**

Cover / indemnity is **£10,000,000.**

* Delay damages for Completion of the whole of the *works* are **£500** per day.
* The retention free amount is **NIL.**

* The retention percentage is **5%.**
* The amount of the performance bond is **10% of the Contract Value.**
* The *additional conditions of contract are*:

**Z1 Failure to provide documentation**

Should the Contractor fail to provide copies of any surveys to the Employer/Project Manager within the required one week period specified in the contract then 10% of the amount due to the Contractor will be withheld until the information is provided. The release of these monies will be undertaken in the next payment certificate following the next payment period as defined in the Contract Data Part 1.

**Z2 Investigations by HSE**

The Contractor shall inform the Client/Employer as soon as reasonably practicable of any investigations instigated by the HSE on any of the Contractors other business activities outwith the works.

**Z3 Employer’s title to Plant and Materials**

Replace clauses 70.1 and 70.2 with

70.1 The title of Plant and Materials shall pass to the Employer at whichever is the earlier of the following;

1. upon delivery to the Working Areas; or
2. when the Contractor becomes entitled to any payment in respect of such Plant and Materials and such payment has been made.

The Contractor shall insert such provisions in subcontracts as will cause this to happen.

70.2 Whenever the title of any Plant and Materials passes to the Employer prior to delivery to the Working Area, the Contractor shall arrange for the Plant and Materials to be marked as the Employers property and ensure that they are stored and handled separately from other materials.

70.3 When so requested by the Project Manager, the Contractor shall provide proof of title and its transfer to the Employer**.**

**Z4 Progress Meeting**

Add Clause 16.5

In addition to any risk reduction meetings convened under clause 16.2 of the contract, the *Contractor* attends regular meetings (“Progress Meetings”) with the *Project Manager* to assess the performance of the *works* and to facilitate due and satisfactory performance in accordance with the contract. The *Contractor* shall arrange and hold an initial Progress Meeting within 2 weeks of the *starting date* and thereafter at 2 weekly intervals.

The *Contractor* submits to the *Project Manager* no later than five days before each Progress Meeting a written report which:

* describes the performance of the *works* by reference to the contract/*service* information and relevant instructions;
* specifies all outstanding requests by the Contractor for information or instructions; and

* explains any new circumstances arising since any previous meeting which in the opinion of the Contractor have affected the performance of the works adversely or beneficially

The *Project Manager* issues to the *Contractor* no later than seven days after each Progress Meeting a written record of the meeting and where practicable a response to any requests by the *Contractor* for information or instructions.

**Z5 Contractor as Principal Contractor**

* + 1. The Employer hereby appoints the Contractor as Principal Contractor for the purposes of the CDM Regulations and for the purpose of the construction of the *works*. The Contractor agrees to accept this appointment.
    2. The Employer shall be entitled to revoke the appointment of the Contractor as the Principal Contractor at any time by giving notice to the Contractor only in the event that the Employer reasonably believes the Contractor has ceased to be competent in performing its obligations as Principal Contractor. If the Employer reasonably believes that the Contractor has ceased to be competent to perform its obligations then:

1. The Contractor will be liable to the Employer for the reasonable and properly incurred additional cost of a replacement Principal Contractor; and
2. The Contractor shall cooperate with the replacement Principal Contractor.

**Z6 Responsible for Costs and Losses**

The Contractor shall be responsible for and shall indemnify the Employer against any costs and losses incurred by or claim against the Employer arising out of or in connection with any breach of its obligations under this Contract in respect of the CDM Regulations and any Health and Safety legislation.

**Z8 Blacklist**

1. Without prejudice to any other right or remedy it may possess, the Client may terminate the Contractor’s employment under this Contract by written notice with immediate effect if on or after the commencement of the Works there is any finding, by a court, tribunal or other public body exercising similar functions, against the Contractor regarding the use or compilation of a Blacklist by or on behalf of the Contractor, except in situations where the finding exclusively relates to activity that took place before the commencement of the Works and the Contractor can demonstrate to the Client’s reasonable satisfaction that at and from the commencement of the Works Blacklists have no longer been used or compiled by or on behalf of the Contractor.
2. For the purposes of Article 10 “Blacklist” shall mean a list which:
3. contains details of persons who: (i) are or have been members of trade unions or persons who are taking part or have taken part in the activities of trade unions, and/or (ii) have incurred disapproval or suspicion or are to be boycotted or otherwise penalised; and
4. is compiled with the view to being used by Clients or employment agencies for the purposes of discrimination in relation to recruitment or treatment of workers.

**Z9 Client’s Environmental Policy**

1. The Client wishes to demonstrate its commitment to improving the environment. The Client has developed an environmental policy and is actively implementing its aims. The Client will use its position as an enabler and specifying client to further this commitment through this Contract. The Contractor shall be expected to share this commitment and work towards environmental improvement wherever possible when carrying out the Works. The Contractor will be encouraged to promote any policies that it considers are consistent with the Client’s commitment to improve the environment and go beyond the specified requirements.
2. The Contractor shall assist the Client’s implementation of the European Eco-Management and Audit Scheme (EMAS).
3. The Contractor may be required to provide data from time to time, to enable the Client to compile an environmental statement. The Contractor may be required to periodically provide data relating to materials/chemicals used, fuel, waste and environmental impact.

**Z10 Agency**

1. Neither the Contractor nor its employees shall in any circumstances hold themselves as being the servant, or agent of the Client, other than in circumstances expressly permitted by this Agreement and the Conditions.
2. Neither the Contractor nor its employees shall in any circumstances hold themselves as being authorised to enter into any contract on behalf of the Client, or in any other way to bind the Client to the performance variation, release or discharge of any obligation.
3. Neither the Contractor nor its employees shall in any circumstances hold themselves as having the power to make, vary, discharge or waive any byelaw or regulation of any kind.

**Z11 Data Protection**

1. The Contractor in connection with the provision of this Contract and the performance of its obligations under this Contract complies with the Data Protection Act 1998.
2. Where processing personal data (as defined in the Data Protection Act 1998) received from the Client, the Contractor acts only on the Client’s instructions and takes all appropriate technical and organisational security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to the personal data and the Contractor provides to the Client such information as the Client may reasonably require to satisfy itself that the Contractor is complying with its obligations.
3. The Contractor exercises its best endeavours to ensure the accuracy of any personal data processed in carrying out its obligations under this Contract and that where necessary such personal data is kept up to date.
4. At no cost to the Client the Contractor takes such steps as may be necessary to afford the Client access to personal data which is reasonably required by the Client for any purpose connected with this Contract.

**Z12 Anti-bribery**

1. In this clause the following additional definitions apply:

**Bribery Act:** means 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;

**Contractor Party:** means the Contractor’s agents and contractors, including each sub-contractor;

**Contractor Personnel:** means all employees, agents, consultants and contractors of the Contractor or of any sub-contractor; and

**Prohibited Act:** means the following constitute Prohibited Acts:

to directly or indirectly offer, promise or give any person working for or engaged by the Client a financial or other advantage to:

* induce that person to perform improperly a relevant function or activity; or
* reward that person for improper performance of a relevant function or activity; or
* 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 Contract;

committing any offence:

* under the Bribery Act;
* under legislation creating offences concerning fraudulent acts;
* at common law concerning fraudulent acts relating to this contract or any other contract with the Client; or
* defrauding, attempting to defraud or conspiring to defraud the Client.

1. The Contractor:
   1. will not, and will procure that the Contractor Party and the Contractor Personnel will not, in connection with this Contract commit a Prohibited Act;
   2. 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 Client, 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 Client before execution of this Agreement.
2. The Contractor shall, if requested, provide the Client with any reasonable assistance, at the Client’s reasonable cost, to enable the Client to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
3. If any breach of Article 13(ii) is suspected or known, the Contractor must notify the Client immediately. If the Contractor notifies the Client that it suspects or knows that there may be a breach of Article 13(ii), the Contractor must respond promptly to the Client‘s enquiries, co-operate with any investigation, and allow the Client to audit books, records and any other relevant documentation. This obligation shall continue for 12 years following the expiry or termination of this Agreement.
4. The Client may terminate the Contractor’s employment under this Contract by written notice with immediate effect if the Contractor is in breach of its obligations under this Article 13.

**Z13 Freedom of Information**

For the purposes of clause Z6 the following additional definitions shall apply:-

1. The Contractor acknowledges that the Client is subject to the requirements of the FOIA and the Environmental Information Regulations. The Contractor cooperates with and assists the Client so as to enable the Client to comply with its information disclosure obligations.
2. In this clause:

“**Environmental Information Regulations**” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

“**Information**” has the meaning given under section 84 of the Freedom of Information Act 2000; and

“**Request for Information**” means a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.

1. The Contractor:
   1. transfers to the Client 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;
   2. provides the Client with a copy of all Information in its possession or power in the form that the Client requires within five working days (or such other period as the Client may specify) of the Client’s request;
   3. provides all necessary assistance as reasonably requested by the Client to enable the Client 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; and
   4. procures that its sub-contractors do likewise.
2. The Client is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
3. The Contractor does not respond directly to a Request for Information unless authorised to do so by the Client.
4. The Contractor acknowledges that the Client 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, be obliged to disclose Information without consulting or obtaining consent from the Contractor or despite the Contractor having expressed negative views when consulted.
5. The Contractor ensures that all Information is retained for disclosure throughout the period for retention and permits the Client to inspect such records as and when reasonably requested from time to time.

**Z14 Audit**

1. The Contractor will keep and maintain until twelve (12) years after the date of this Agreement, or as long a period as may be agreed between the parties, full and accurate records of the Agreement including:
   1. the goods, works and services provided under it;
   2. all expenditure reimbursed by the Client; and
   3. all payments made by the Client.
2. The Contractor will on request afford the Client or the Client’s representatives access to such records as may be required in connection with this Agreement.

**Z15 Equal Opportunities**

1. The Contractor hereby agrees to comply with the Equalities Act 2010 and shall not practice any form of discrimination on the grounds of colour, race, ethnic or national origins.
2. The Contractor shall demonstrate to the Client that it has a policy to comply with its statutory obligations under all legislation relating to discrimination and equalities and, accordingly, will not treat any individual or group of people less favourably than others because of their age, any disability, gender (including transgender issues), sexual orientation, race, (including nationality, cultural or ethnic background) religion or belief in relation to decisions to recruit, train or promote its employees.
3. If there should be any findings of unlawful discrimination made against the Contractor by any court or industrial tribunal, or an adverse finding in any formal investigation by any Equalities Commission, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination. The Contractor shall also notify the Client immediately in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor under any equalities legislation and keep the Client informed of the details of any such investigation or proceedings as they develop.
4. The Contractor shall on request provide the Client with details of any steps taken under Article 17(iii).
5. The Contractor shall observe as far as possible any relevant code of practice issued by any Equalities Commission from time to time and provide the Client with such information as it may reasonably require to assess the Contractor’s compliance with such Code.
6. The Client as a local authority is under the following additional duties in carrying out its functions. When carrying out the Works and other activities under this Contract the Contractor shall co-operate with the Client in any way the Client may require to enable the Client to fulfil its duties under any relevant legislation.
7. The Contractor shall provide to the Client, on request, statistics relating to the composition of its workforce.

The Contractor shall ensure that any sub-contractor it appoints complies with this clause.

# Part two – Data provided by the *Contractor*

**Statements given in all contracts**

* The *Contractor* is:

Name:

Address:

Email:

* The *direct fee percentage* is **……….** %
* The *subcontracted fee percentage* **………. %**
* The *working areas* are the Site and **………………..**
* The **key people** are:

(1) Name ................................................

Job ....................................................

Responsibilities ................................

Qualifications .....................................

Experience .........................................

(2) Name ...................................................

Job ........................................................

Responsibilities .....................................

Qualifications .........................................

Experience .............................................

(3) Name ...........................................

Job ............................................

Responsibilities ........................

Qualifications .................................

Experience ......................................

* The following matters will be included in the Risk Register

…………………………………………………………………………………

…………………………………………………………………………………

…………………………………………………………………………………

* The Works Information for the Contractor’s design is in ………………
* The programme identified in the Contract Data is ………………….
* The *activity schedule* is …………………………………………………
* The tendered total of the Prices is **£**…………….

**Data for Shorter Schedule of Cost Components**

* The percentage for people overheads is ………………%
* The published list of Equipment is the last edition of the list published by *CECA*
* The percentage for adjustment for listed Equipment is …………………………………………………..**%. (+ / - to be stated)**
* The rates for other Equipment are

Equipment size or capacity rate

………………….. …………………. ………………….

………………….. …………………. ………………….

………………….. ………………….. ………………….

…….……………. …………………... ………………….

* The hourly rates for Defined Cost of design outside the Working Area are

Category of Employee Hourly Rate

…………………………………… …………………

…………………………………… …………………

…………………………………… …………………

…………………………………… …………………

* The percentage for Design people overheads is ………… **%.**
* The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are **all of the categories listed above.**

**FORM OF TENDER**

The works for the construction of the proposed HWRC and associated external works at the Hartcliffe Way site.

**TENDER**

To: **Bristol Wast Company**

Address: **Albert Rd,**

**Bristol,**

**BS2 0XS**

We offer to provide the works in accordance with the Contract Data part one and the attached Contract Data part two for a sum to be determined in accordance with the conditions of contract.

You may accept this offer on or before…………………………………………………………………….…………..

Yours faithfully,

Signed: …………………………………………………………..……………………………………..

Name: ………………………………………………………………………….……………………..

Position: ………………………………………………………………………………………………

One behalf of:……………………………………………………………………..…………….. (the Contractor)

Address:………………………………………………….………………………………………….

……………………………………………………………………………………………………………

…………………………………………………………………………..………………………………

Date:……………………………………………………………………………………..…………..

**FORM OF AGREMENT**

**THIS AGREEMENT** is made on the …………….……... of ………………..…… 2020 between:

**Bristol Waste Company** (company registration number 09472624 whose registered office is at Albert Road Depot, Albert Road, Bristol, BS2 0XS (the *Employer*, which term includes its permitted successors and assignees) and

…………………………………………………………………... (company registration number ……………..) whose registered office is at ……………………………………………………………………………………………… …………………………………………………………………………………………………………………………………………….... (the *Contractor*).

The Employer wishes to have the following works provided at Hartcliffe Way HRRC Site and wishes the following works to be provided:

Construction of HWRC extension and associated infrastructure

1. The *Contractor* will Provide the Works in accordance with the *conditions of contract* identified in the Contract Data.
2. The *Employer* will pay the Contractor the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data.
3. This Agreement, together with the following documents, constitute the "contract" in it’s entirety to the exclusion of all other terms whatsoever and are in the following order of priority:
   * + this Agreement;
     + the Contract Data part one and all documents referred to in such part and in such documents;
     + the conditions of contract;
     + the Specification and Drawings and each of the documents referred to or included therein provided by or on behalf of the *Employer* and further information issued to the *Contractor in* accordance with this contract;
     + the Contract Data part two and all documents referred to in such part and in such documents.
4. The *Contractor* is appointed as Principal Contractor for the Works as defined by the CDM Regulations 2015.
5. The commencement on or off site, and/or the continuation of any Works by the *Contractor* which are the subject of this Contract Agreement are deemed to be an acceptance of the terms of this agreement in it’s entirety.
6. The Tendered total of the Prices is £…………………………..

**IN WITNESS WHEREOF** this Agreement has been executed as a deed on the date first before written.

**EXECUTED AS A DEED**

**SIGNED** for and on behalf of

**BRISTOL WASTE COMPANY LIMITED:**

By two of it’s Directors/one of its Directors and its Secretary/duly authorised signatories whose signatures are here subscribed.

Name  ) ………………………………..

Position ) ………………………………..

Signature ) ………………………………..

Date: …………………………………

Name  ) ………………………………..

Position ) ………………………………..

Signature ) ………………………………..

Date: …………………………………

**EXECUTED AS A DEED**

**SIGNED** for and on behalf of

By two of its Directors/one of its Directors and its Secretary/duly authorised signatories\* whose signatures are here subscribed: -

Name ) ………………………………..

Position ) ………………………………..

Signature ) ………………………………..

Date: …………………………………

Name ) ………………………………..

Position ) ………………………………..

Signature ) ………………………………..

Date: …………………………………

If the Tenderer proposes to sub-let any part of the works, then this schedule must be completed.

The proportion and type of work must be listed and the Supervisor will only consider the work so listed, when granting permission to sub-let.

The names of the proposed sub-contractors are to be indicated on this Schedule.

Permission to sub-let any work not listed below may be withheld by the Supervisor.

**Works or Service Proposed sub-contractor Proportion to be sub let**

Appendix A – Specification

Appendix B – Activity Schedule

Appendix C – Pre Construction Information PackAppendix D – Collateral warranty

**DATED 20**

**BRISTOL CITY COUNCIL**

**and**

**[NAME OF CONSULTANT]**

**and**

**[NAME OF CLIENT]**

**COLLATERAL WARRANTY**

**.**

Legal Services

Bristol City Council

City Hall

College Green

Bristol

BS1 5TR

1. [Interpretation](#co_anchor_a343281_1)

2. [Comply with Professional Appointment](#co_anchor_a1040158_1)

3. [Step-in rights: Consultant may not terminate](#co_anchor_a171112_1)

4. [Step-in rights: Beneficiary may step-in](#co_anchor_a347313_1)

5. [Step-in rights: Consultant’s position and Client’s consent](#co_anchor_a95513_1)

6. [Step-in rights: Beneficiary’s guarantee](#co_anchor_a453179_1)

7. [No instructions to Consultant by Beneficiary](#co_anchor_a867531_1)

8. [Copyright](#co_anchor_a633969_1)

9. [Professional indemnity insurance](#co_anchor_a496637_1)

10. [Liability period](#co_anchor_a829016_1)

11. [Assignment](#co_anchor_a484961_1)

12. [Notices](#co_anchor_a484509_1)

13. [Third party rights](#co_anchor_a317688_1)

14. [Governing law](#co_anchor_a271769_1)

15. [Jurisdiction](#co_anchor_a862194_1)

This deed is dated [DATE]

**PARTIES**

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

**(2) BRISTOL CITY COUNCIL** of City Hall, College Green, Bristol BS! 5TR **(Beneficiary)**

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

**BACKGROUND**

**(A)**   The Client has engaged the Consultant to perform the Services in relation to the Project.

**(B)**   The Beneficiary, as [NATURE OF BENEFICIARY’S INTEREST], has an interest in the Project.

**(C)**   The Client requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.

**(D)**   The Consultant has agreed to enter into this agreement [with the Client and] the Beneficiary, for the benefit of the Beneficiary.

**(E)**   The Beneficiary has paid £1 to the Consultant [and the Client] as consideration under this agreement.

**AGREED TERMS**

**1.**  **INTERPRETATION**

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

**1.1**   Definitions:

**Business Day:**  a day other than a Saturday, Sunday or public holiday in [England] when banks in [London] are open for business.

**CDM Regulations:**  the Construction (Design and Management) Regulations 2015 (SI 2015/51).

**Construction Products Regulations:**  Regulation (EU) No 305/2011 and the Construction Products Regulations 2013 (SI 2013/1387).

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

1. posing a threat to the health and safety of any person; or
2. posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project; or
3. reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; or
4. 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
5. having been supplied or placed on the market in breach of the Construction Products Regulations.

**Funder:**  a person that has provided, or is to provide, finance in connection with:

1. the whole or any part of the Project or the completed Project; or
2. the site of the Project,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise.

**Material:**  all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project 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 Project.

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

**Professional Appointment:**  an agreement in writing dated [DATE] between the Consultant and [the Client **OR** [ORIGINAL CLIENT] and novated to the Client under a deed of novation dated [DATE] between the Consultant, [ORIGINAL CLIENT] and the Client].

**Programme:**  the programme, as defined in the Professional Appointment.

**Project:**  [DESCRIPTION OF PROJECT].

**Property:**  [DESCRIPTION OF PROPERTY].

**Required Standard:**  all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant’s profession undertaking the Services on works similar in scope and character to the Project.

**Services:**  the services referred to in the Professional Appointment, performed by or on behalf of the Consultant under the Professional Appointment.

**Third Party Agreement:**  any agreement between the Client and a third party relating to the Project and of which:

1. a copy, or relevant extract, is attached at [Schedule 5 **OR** [REFERENCE]] to the Professional Appointment; or
2. the Client notifies the Consultant in writing after the date of the Professional Appointment [enclosing a copy or relevant extracts].

**1.2**   Clause headings shall not affect the interpretation of this agreement.

**1.3**   A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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

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

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

**1.7**   This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns.

**1.8**   A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

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

**1.10**   Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

**1.11**   A reference to **writing** or **written** includes fax[ and email **OR** but not email].

**1.12**   A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.

**1.13**   References to clauses are to the clauses of this agreement.

**1.14**   Unless otherwise expressly provided, the obligations and liabilities of [the persons forming the] [PARTIES] under this agreement are joint and several.

**1.15**   Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2.**   **COMPLY WITH PROFESSIONAL APPOINTMENT**

**2.1**   The Consultant warrants to the Beneficiary that:

**(a)**   it has complied, and shall continue to comply, with its obligations under the Professional Appointment, including its obligations to:

**(i)**   carry out and fulfil, in all respects, the duties of a designer [and principal designer] under the CDM Regulations;

**(ii)**   not, without the Client’s written consent, make any material change to the designs or specifications for the Project after they have been settled or approved; and

**(iii)**   act fairly and impartially when exercising its power to issue certificates and award extensions of time under any building contract relating to the Project.

**(b)**   it has exercised and shall continue to exercise the Required Standard:

**(i)**   when performing the Services;

**(ii)**   not to specify for use anything in the Project, which is Deleterious at the time of specification or use;

**(iii)**   to comply with (and ensure the completed Project complies with) any Act of Parliament and any instrument, rule or order made under any Act of Parliament;

**(iv)**   to comply with (and ensure the completed Project complies with) any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected;

**(v)**   to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project;

**(vi)**   to ensure that the Project complies with all planning agreements, permissions and conditions; and

**(vii)**  not to cause or contribute to any breach by the Client of any Third Party Agreement provided that, where the Client notifies the Consultant of a Third Party Agreement after the date of the Professional Appointment, the Consultant is not required to act in any way that may increase its liability in excess of that which was reasonably foreseeable at the date of the Professional Appointment.

**2.2**   In proceedings for breach of this [*Clause 2*](#co_anchor_a1040158_1), the Consultant may:

**(a)**   rely on any limit of liability or other term of the Professional Appointment; and

**(b)**  raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Client, under the Professional Appointment (for this purpose not taking into account any set-off or counterclaim against the actual client under the Professional Appointment).

**2.3**   The Consultant’s duties or liabilities under this agreement shall not be negated or diminished by:

**(a)**   any approval or inspection of:

**(i)**   the Property; or

**(ii)**   the Project; or

**(iii)**   any designs or specifications for the Property or the Project; or

**(b)**   any testing of any work, goods, materials, plant or equipment; or

**(c)**   any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client.

**2.4**   This agreement shall not negate or diminish any other duty or liability otherwise owed to the Beneficiary by the Consultant.

**3.**   **STEP-IN RIGHTS: CONSULTANT MAY NOT TERMINATE**

**3.1**   The Consultant shall not exercise, or seek to exercise, any right to terminate its employment under the Professional Appointment for any reason (including any breach on the part of the Client) without giving the Beneficiary at least 20 Business Days’ written notice of its intention to do so. Any notice from the Consultant shall specify the grounds for the Consultant’s proposed termination.

**3.2**   If the Professional Appointment allows the Consultant a shorter notice period for the exercise of a right referred to in [*Clause 3.1*](#co_anchor_a725087_1), the notice period in the Professional Appointment shall be extended to take account of the notice period required under [*Clause 3.1*](#co_anchor_a725087_1).

**3.3**   The Consultant’s right to terminate its employment under the Professional Appointment shall cease if, within the period referred to in [*Clause 3.1*](#co_anchor_a725087_1), the Beneficiary gives notice to the Consultant, copied to the Client:

**(a)**   requiring the Consultant not to terminate its employment under the Professional Appointment;

**(b)**   acknowledging that the Beneficiary (or its nominee) will assume all the Client’s obligations under the Professional Appointment; and

**(c)**   undertaking that the Beneficiary or its nominee will pay to the Consultant:

**(i)**   any sums due and payable to the Consultant under the Professional Appointment in future; and

**(ii)**   within ten Business Days any sums then due and payable to the Consultant under the Professional Appointment that are unpaid.

**3.4**   If the Beneficiary (or its nominee) serves notice on the Consultant under [*Clause 3.3*](#co_anchor_a831900_1), then, from the date of service of the notice, the Professional Appointment shall continue in full force and effect, as if it had been entered into between the Consultant and the Beneficiary (to the exclusion of the Client).

**3.5**   In complying with this [*Clause 3*](#co_anchor_a171112_1), the Consultant:

**(a)**   does not waive any breach of the Professional Appointment or default under the Professional Appointment by the Client; and

**(b)**   may exercise its right to terminate its employment under the Professional Appointment after the expiry of the notice period referred to in [*Clause 3.1*](#co_anchor_a725087_1), unless the Consultant’s right to terminate has ceased under [*Clause 3.3*](#co_anchor_a831900_1).

**4.**   **STEP-IN RIGHTS: BENEFICIARY MAY STEP-IN**

**4.1**  If the Beneficiary serves a notice on the Consultant, copied to the Client, that:

**(a)**   confirms that the Beneficiary wishes to step-in to the Professional Appointment; and

**(b)**   complies with the requirements for a Beneficiary’s notice under [*Clause 3.3*](#co_anchor_a831900_1),

then, from the date of service of the notice, the Professional Appointment shall continue in full force and effect, as if it had been entered into between the Consultant and the Beneficiary (or its nominee), to the exclusion of the Client.

**4.2**   The Consultant shall assume that, between the Client and the Beneficiary, the Beneficiary may give a notice under [*Clause 4.1*](#co_anchor_a314766_1). The Consultant shall not enquire whether the Beneficiary may give that notice.

**4.3**   In complying with this [*Clause 4*](#co_anchor_a347313_1) the Consultant does not waive any breach of the Professional Appointment or default under the Professional Appointment by the Client.

**5.**   **STEP-IN RIGHTS: CONSULTANT’S POSITION AND CLIENT’S CONSENT**

**5.1**   The Consultant shall not incur any liability to the Client by acting in accordance with [*Clause 3*](#co_anchor_a171112_1) or [*Clause 4*](#co_anchor_a347313_1).

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

**6.**   **STEP-IN RIGHTS: BENEFICIARY’S GUARANTEE**

If a Beneficiary’s notice under [*Clause 3*](#co_anchor_a171112_1) or [*Clause 4*](#co_anchor_a347313_1) refers to the Beneficiary’s nominee, the Beneficiary shall be liable to the Consultant, as guarantor, for the payment of any sums due and payable from time to time to the Consultant from the Beneficiary’s nominee.

**7.**   **NO INSTRUCTIONS TO CONSULTANT BY BENEFICIARY**

Unless the Beneficiary has stepped-in under [*Clause 3*](#co_anchor_a171112_1) or [*Clause 4*](#co_anchor_a347313_1), the Beneficiary may not give instructions to the Consultant under this agreement.

**8.**   **COPYRIGHT**

**8.1**   The Consultant grants to the Beneficiary, 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 Consultant for any purpose relating to the Project and the Property, including any of the Permitted Uses.

**8.2**   This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

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

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

**8.5**   The Beneficiary may request a copy (or copies) of some or all of the Material from the Consultant. On the Beneficiary’s payment of the Consultant’s reasonable charges for providing the copy (or copies), the Consultant shall provide the copy (or copies) to the Beneficiary.

**9.**  **PROFESSIONAL INDEMNITY INSURANCE**

**9.1**   The Consultant shall maintain professional indemnity insurance for an amount of at least £[SUM] [for any one occurrence, or series of occurrences, arising out of any one event **OR** in the annual aggregate] for a period beginning on the date of this agreement and ending 12 years after the date of making good of defects of the Project, provided that such insurance is available at commercially reasonable rates and terms. The Consultant shall maintain that professional indemnity insurance:

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

**(b)**   on customary and usual terms and conditions prevailing for the time being in the insurance market; and

**(c)**   on terms that:

**(i)**   do not require the Consultant to discharge any liability before being entitled to recover from the insurers; and

**(ii)**   would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010.

**9.2**   Any increased or additional premium required by insurers because of the Consultant’s claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.

**9.3**   The Consultant shall immediately inform the Beneficiary if the Consultant’s required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Consultant and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Consultant regarding the Project and the Property, without that insurance.

**9.4**   The Consultant shall fully co-operate with any measures reasonably required by the Beneficiary, including:

**(a)** completing any proposals for insurance and associated documents; or

**(b)** maintaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Consultant for the net cost of that insurance above commercially reasonable rates.]

**9.5**   Whenever the Beneficiary reasonably requests, the Consultant shall send the Beneficiary evidence that the Consultant’s professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Consultant’s insurers or brokers confirming:

**(a)**   the Consultant’s then current professional indemnity insurance; and

**(b)**   that the premiums for that insurance have been paid in full at the date of that letter.

**10.**   **LIABILITY PERIOD**

The Beneficiary may not commence any legal action against the Consultant under this agreement after 12 years from the date of making good of defects of all of the Project.

**11.**   **ASSIGNMENT**

**11.1**   The Beneficiary may assign the benefit of this agreement:

**(a)**   on two occasions to any person [with an interest in the Project]; and

**(b)**   without counting as an assignment under [*Clause 11.1(a)*](#co_anchor_a830568_1):

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

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

**11.2**   The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

**11.3**   The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under [*Clause 11.1*](#co_anchor_a953878_1) may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

**12.**   **NOTICES**

**12.1**   For the purposes of this clause, but subject to [*Clause 12.7*](#co_anchor_a255920_1), notice includes any other communication.

**12.2**   A notice given to a party under or in connection with this agreement:

**(a)**   shall be in writing;

**(b)**   shall be signed by or on behalf of the party giving it;

**(c)**   shall be sent to the party for the attention of the contact and at the address or DX number] listed in [*Clause 12.3*](#co_anchor_a779272_1);

**(d)**   [unless proved otherwise] is deemed received as set out in [*Clause 12.5*](#co_anchor_a868091_1) if prepared and sent in accordance with this clause.

**12.3**   The parties’ addresses and contacts are as set out in this table:

|  |  |  |  |
| --- | --- | --- | --- |
| **Party** | **Contact** | **Address** | **DX number** |
| Consultant | [POSITION OF CONTACT] | [ADDRESS] | [DX NUMBER] |
| Client | [POSITION OF CONTACT] | [ADDRESS] | [DX NUMBER] |
| Beneficiary | [POSITION OF CONTACT] | [ADDRESS] | [DX NUMBER] |

**12.4**   A party may change its details given in the table in [*Clause 12.3*](#co_anchor_a779272_1) by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

**(a)**   the date, if any, specified in the notice as the effective date for the change; or

**(b)**   the date five Business Days after deemed receipt of the notice.

**12.5**   This table sets out:

**(a)**   delivery methods for sending a notice to a party under this agreement; and

**(b)**   for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in [*Clause 12.6*](#co_anchor_a771215_1):

|  |  |
| --- | --- |
| **Delivery method** | **Delivery date and time** |
| Delivery by hand. | On signature of a delivery receipt or at the time the notice is left at the address. |
| Pre-paid first class recorded delivery post or other next working day delivery service[ providing proof of delivery. | 9.00 am on the second Business Day after posting or at the time recorded by the delivery service. |
| Document exchange (DX). | 9.00 am on the second Business Day after being put into the DX. |

**12.6**   For the purpose of [*Clause 12.5*](#co_anchor_a868091_1) and calculating deemed receipt:

**(a)**   all references to time are to local time in the place of deemed receipt; and

**(b)**   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.

**12.7**   This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**12.8**   A notice given under or in connection with this agreement is not valid if sent by email

**13.**  **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.

**14.**  **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.

**15.**  **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.

|  |  |
| --- | --- |
| **EXECUTED** **AS A** **DEED** by affixing the  common seal of **THE CITY COUNCIL OF**  **BRISTOL** in the presence of:- |  |
| .............................................................  Authorised Officer |  |
| **EXECUTED AS A DEED** by the Consultant acting by two of its Directors/one of its Directors and its Secretary/duly authorised signatories\* whose signatures are here subscribed: - |  |
| .............................................................  Director/Secretary/Authorised Signatory\* |  |
| **EXECUTED AS A DEED** by the Client acting by two of its Directors/one of its Directors and its Secretary/duly authorised signatories\* whose signatures are here subscribed: - |  |
| .............................................................  Director/Secretary/Authorised Signatory\* |  |
| .............................................................  Director/Secretary/Authorised Signatory/Witness\*† |  |
| \*Delete as appropriate  †Where only one director signs their signature MUST be witnessed |  |

DRAWINGS

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