

Dated

(1) **TRIVALLIS LIMITED**

(2) [REDACTED]

FORM OF AGREEMENT FOR AN NEC4 ENGINEERING AND CONSTRUCTION
CONTRACT - OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

Relating to:

HUGH | JAMES

Hugh James
Two Central Square
Cardiff CF10 1FS

THIS AGREEMENT dated the [] of [] of 20 []

is between:

1. **TRIVALLIS LIMITED** registered under the Industrial and Provident Societies Act 1965 with registered number 30261R and whose registered office is at Ty Pennant, Mill Street, Pontypridd, CF37 2SW ("the *Client*"); and
2. **[CONTRACTOR]** [(registered number [registered number]) whose registered office is] OR [of] [Address] ("the *Contractor*")

This Agreement relates to works to be undertaken by the Contractor for the *Client* in respect of the following project (subject to any variations in accordance with this Agreement):-

(referred to below as "the Project").

IT IS AGREED as follows:-

1. This Agreement incorporates:-
 - 1.1 the conditions of contract in the form of the NEC4 Engineering and Construction Contract Option A (Priced Contract with Activity Schedule) (including NEC4 January 2019 and October 2020 amendments), dispute resolution Option W2 and secondary options clauses X2, [X5] ¹X7, X16, X20, Y(UK)2 and Z (and, for the avoidance of doubt, all other secondary option clauses shall not apply);
 - 1.2 the Contract Data as set out in Appendix 1 to this Agreement;
 - 1.3 the additional conditions of contract at Appendix 2 to this Agreement
 - 1.4 the *Scope* as set out in Appendix 3 to this Agreement;
 - 1.5 the Key Performance Indicators as set out in Appendix 4 to this Agreement;
 - 1.6 the Activity Schedule as set out in Appendix 5 to this Agreement];
 - 1.7 the Processing of Personal Data as set out in Appendix 6 to this Agreement;
 - 1.8 [the Community Benefits Plan as set out in Appendix 7 to this Agreement];
 - 1.9 [Supporting documentation to this agreement as set out in the following External Documents: [to be completed with successful bidder documents].

¹ Delete if not required

2. The *Client* will pay the *Contractor* the amount due in accordance with this Agreement.
3. This Agreement supersedes any previous agreement between the Parties in relation to the *works*.
4. The terms of this Agreement may only be varied by an express written agreement to that effect executed as a Deed by the *Client* and the *Contractor*. No waiver, estoppel, acceptance, or other ground on which the *Client* may be said to have lost its right to insist on its strict rights under this Agreement, shall have such effect unless expressly so executed as a variation to this Agreement as stated above.
5. The *Client* may assign the benefit of this Agreement to any successor body exercising its functions. The *Contractor* may not assign the benefit of this Agreement without the consent of the *Client*.
6. If there is any ambiguity or inconsistency in or between the documents comprising this Agreement, the priority of the documents is in accordance with the following sequence:
 - this Agreement
 - the completed Contract Data
 - the *additional conditions of contract*
 - the *other conditions of contract*
 - the Scope, and
 - any other document forming part of the contract

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

By hereunto affixing THE COMMON SEAL of
TRIVALLIS
in the presence of:

Authorised Signatory Name: Date.....

Authorised Signatory Signature: Date.....

Authorised Signatory Name: Date.....

Authorised Signatory Signature: Date.....

Executed as a deed by
acting by:

Director Name: Date.....

Director Signature: Date.....

Director/Company Secretary Name: Date.....

Director/Company Secretary Signature: Date.....

APPENDIX 1

Contract Data

Part one – Data provided by the *Client*

1. General

- The *conditions of contract* are the core clauses for main Option A, dispute resolution Option W2 and secondary Options **X2**, **[X5]**² **X7**, **X16**, **X20**, **Y(UK)2** and **Z** of the NEC Engineering and Construction Contract June 2017 edition (including NEC4 January 2019 and October 2020 amendments) as supplemented and amended by the *additional conditions of contract*.

- The *works* are: **Royal Cottages Boundary Walls, Retaining Wall, Paths & Fencing Works**

- The *Client* is

Name **Trivallis**

Address for communications: **Ty Pennant, Mill Street, Pontypridd, CF37 2SW**

Address for electronic communications: **[to be completed]**

- The *Project Manager* is

Name **Richard Jenkins**

Address for communications: **Ty Pennant, Mill Street, Pontypridd, CF37 2SW**

Address for electronic communications: **[to be completed]**

- The *Supervisor* is

Name **TBC**

Address for communications: **Ty Pennant, Mill Street, Pontypridd., CF37 2SW**

² Delete if not required

Address for electronic communications: **[to be completed]**

- The *Scope* is in **Appendix 3**.
- The Site Information is in **Appendix 3**
- The boundaries of the site **are as set out in []**
- The *language of this contract* is **English**.
- The *law of the contract* is the law of **England and Wales [as applied in Wales]**
- The period for reply is **2** weeks.
- The *Adjudicator nominating body* is **The Royal Institute of Chartered Surveyors**
- The *tribunal* is **litigation**
- The following matters will be included in the Early Warning Register:

[insert details of any early warning matters the Client requires to be included in the early warning register]

Early warning meetings are to be held at intervals no longer than **One month**.

3 Time

- The *starting date* is **[]**
- The *access dates* are

Part of the Site	date
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(1) [whole of the Site]	[the starting date]
(2) []	[]
(3) []	[]

- The *Contractor* submits revised programmes at intervals no longer than **4** weeks.

If the *Client* has decided the completion date for the whole of the *works*

- The completion date for the whole of the *works* is **[to be completed]**

If the *Client* is not willing to take over the works before the Completion Date

- The *Client* is not willing to take over the *works* before the Completion Date

If no programme is identified in part two of the Contract Data

- The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is two (2) weeks

4 Quality management

- The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is two (2) weeks
- The period between Completion of the whole of the *works* and the *defects date* is fifty-two (52) weeks.
- The defects correction period is **4 weeks or as agreed between the *Project Manager* and the *Contractor***

5 Payment

- The *currency of this contract* is **pounds sterling (£)**.
- The *assessment interval* is **a calendar month**.
- The *interest rate* is 2% per annum above the **base rate of Bank of England**

6 Compensation Events

If there are additional compensation events

- Adverse weather conditions, which for the purposes of this Agreement shall mean conditions which prevent progress of the works or any section in any one week, for longer than 8 hours of any one day between April and September inclusive and 12

hours of any one day between October to March inclusive. In the event that this compensation event arises, the *Contractor* shall be entitled to a change to the Completion Date in accordance with this Agreement but shall not be entitled to a change in the Prices.

8 Liabilities and insurance

If there are additional Client's liabilities

- **There are no additional Client's liabilities**

Insurance

- The minimum amount of cover for Public/Products Liability insurance against loss of or damage caused by the *Contractor* to the *Client's* property for any one event is **£10,000,000 (each and every occurrence)**.
- The minimum amount of cover for Public/Products Liability insurance in respect of loss of or damage to property (except the *Client's* Property, Plant and Materials and Equipment) and liability for bodily injury or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's providing the service for any one event is £10,000,000 (each and every occurrence).
- The minimum limit of indemnity for Employers Liability 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 is £5,000,000.
- An Indemnity to Principal clause is required within each liability insurance policy in connection with this contract.

If the Client is to provide any of the insurances stated in the Insurance Table – not applicable

If additional insurances are to be provided – not applicable

Resolving and avoiding disputes

- The *tribunal* is litigation
- The *Senior Representatives* of the *Client* are

Name (1): [to be completed]

Address for communications: [to be completed]

Address for electronic communications: [to be completed]

Name (2): [to be completed]

Address for communications: [to be completed]

Address for electronic communications: [to be completed]

The *Adjudicator nominating body* is

- Royal Institution of Chartered Surveyors

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the *whole of the works as issued each financial year of contract* are **£120 per day**.

If Option X16 is used

- The *retention free* amount is **nil**
- The *retention percentage* is **3%**

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in **Appendix 4**
- A report of performance against each Key Performance Indicator is provided at intervals of 1 month

If Option Z is used

The *additional conditions of contract* are set out in Appendix 2
Part two – Data provided by the Contractor

1. General

The *Contractor* is

Name: [to be completed]

Address for communications: [to be completed]

Address for electronic communications: [to be completed]

The *fee percentage* is [insert from tender]%

The *working areas* are the **Site**

The *key persons* are:

- (4) Name: [to be completed]
Job: [to be completed]
Responsibilities: [to be completed]
Qualifications: [to be completed]
Experience: [to be completed]
- (5) Name: [to be completed]
Job: [to be completed]
Responsibilities: [to be completed]
Qualifications: [to be completed]
Experience: [to be completed]

The following matters will be included in the Early Warning Register: [insert details of any early warning matters which the *Contractor* requires to be included in the early warning register]

2. The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its design

The Scope provided by the *Contractor* for its design is in the Scope

3. Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is in [].

5. Payment

The *activity schedule* is in **Annex 6**

The tendered total of the Prices is [£insert from tender].

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are:

Name (1): [to be completed]
Address for communications: [to be completed]
Address for electronic communications: [to be completed]

Name (2): [to be completed]
Address for communications: [to be completed]
Address for electronic communications: [to be completed]

**Data for the
Schedule of
Components**

**Short
Cost**

The people rates are

Category of person	Unit	Rate
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The published list of Equipment is the edition current at the Contract Date of the list published by []

The percentage for adjustment for Equipment in the published list is [] (state plus or minus)

Equipment	time-related on cost charge	time per period
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[insert from tender]	[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]	[insert from tender]

The rates for special Equipment are

Equipment	rate
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[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate
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[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]

The rates for Defined Cost of design outside the Workings Areas are

category of person	rate
--------------------	------

[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]
[insert from tender]	[insert from tender]

[insert from tender]

[insert from tender]

The categories of design people whose traveling expenses to and from the Working Areas are included as a cost of the design of the *works* and Equipment done outside the Working Areas are [insert from tender]

APPENDIX 2

Z clauses

including:-

PART A: clauses which amend the standard core clauses and Options of the conditions of contract

PART B: supplementary conditions of contract

PART A - amendments

Clause 11.2 (4)	Delete and replace with: “The Contract Date is the date of this Agreement or (if earlier) the date when the <i>Contractor</i> first begins to Provide the Works”
Clause 15.1	Add as a new bullet point: “require a change to the Accepted Programme”
Clause 17.1	Add at the end of the first sentence: “or between the documents which form part of this contract and consents required for the works or applicable law”.
Clause 19	Delete
Clause 31.3	Add as a new bullet point: • “it is more onerous on the <i>Client</i> or Others”
Clause 47	New clause 47 “Nothing in clauses 40 to 46 affects any other right or remedy under the contract or at law, including the <i>Client</i> ’s right to claim damages for a Defect as a breach of contract.”
Clause 60.1 (13)	Delete
Clause 60.1 (19)	Delete
New Clause 61.8	“If the <i>Contractor</i> believes that the issue of any instruction or information by the <i>Project Manager</i> (not expressed to be a change to the Scope) constitutes or will give rise to a compensation event, the

Contractor must, (save in circumstances of emergency) as soon as reasonably practicable and in any case before acting on the instruction or other information, notify the *Project Manager* of the *Contractor's* belief and allow the *Project Manager* time to consider the impact of the instruction or other information in relation to the *Contractor's* notice."

New clause 63.15 "Where a compensation event or its effect is in part attributable to the *Contractor's* fault, the Prices, Completion Date or Key Dates are not changed to the extent attributable to the *Contractor's* fault"

Clause 70 Delete Clause 70 and replace with the following:

"70 *Client'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 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 *Client* 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 and
- the *Contractor* has provided an off site materials bond for the value of the Plant and Materials.

70.2 The offsite materials bond is issued by a bank or insurer which the *Project Manager* has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is in the form set out in the *Scope*.

70.3 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 *Client*,
- 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*.

70.4 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 *Client* under clause 70.3 or
- the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title in the Plant and Materials.

70.5 The *Contractor's* title in Plant and Materials passes to the *Client* 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*.

70.6 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.

70.7 The title to the Plant and Materials passes back to the *Contractor* if it is removed from the Working Areas with the *Project Manager's* permission."

New clause 92.3 "Upon termination for whatever reason, the *Contractor* hands over to the *Project Manager* all hard copy and electronic data for the *Contractor's* design (including material prepared by a Subcontractor, the *Scope* for the *Contractor's* design and site information) obtained or prepared at termination. At such termination the *Client* has the right to use such material for completion of the *works*."

Clause 93.2 Replace A3 with:-

"A deduction of any loss or costs incurred by the *Client* as a result of such termination including the additional cost to the *Client* of completing

the whole of the works (and after termination the *Client* shall not be obliged to make any further payment until the full extent of loss or costs can be fully ascertained and in the event that such loss or cost exceeds the amount otherwise payable to the *Contractor* in accordance with this contract, without prejudice to any other right or remedy of the *Client*, the *Client* may recover such excess from the *Contractor* as a debt)."

X16 Delete X16.2 and replace with:

X16.2 The amount retained is halved

- In the assessment made at Completion of the whole of the *works* or
- In the next assessment after the *Client* taken over the whole of the *works* if this is before Completion of the whole of the *works*

provided that all the documentation required at Completion (as stated in the *Scope*) has been provided to the *Client*.

The amount retained remains at this amount until the Defects Certificate is issued. No amount is retained in the assessments made after the Defects Certificate has been issued.

PART B supplementary conditions of contract

Z1 Confidentiality

In this clause references to the "Authority" are references to the *Client*.

"Confidential Information" means information, data and material of any nature which either Party may receive or obtain in connection with the operation of the contract and:

- (i) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998)
- (ii) the release of which is likely to prejudice the commercial interests of the Authority or the *Contractor* respectively; or
- (iii) which is a trade secret.

Confidentiality

Z1.1 In respect of any Confidential Information it may receive from the other party (the "Discloser") and subject always to the remainder of this Clause Z1, each party (the "Recipient") undertakes to keep secret and strictly confidential and shall not disclose

any such Confidential Information to any third party without the Discloser's prior written consent provided that:

Z1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the contract;

Z1.1.2 the provisions of this Clause Z1 shall not apply to any Confidential Information which:

- (a) is in or enters the public domain other than by breach of the contract or other act or omissions of the Recipient;
- (b) is obtained by a third party who is lawfully authorised to disclose it; or
- (c) is authorised for release by the prior written consent of the Discloser.

Z1.2 This Clause Z1 shall remain in force without limit in time in respect of Confidential Information, which comprises Personal Data. Save as aforesaid this Clause 1 shall remain in force for a period of 3 years after the termination or expiry of this Agreement.

Z2 Copyright

Z2.1 The copyright in all documents prepared by the *Client* is and remains the property of the *Client*.

Z2.2 The *Contractor* grants to the *Client* and all persons authorised by it an irrevocable right (without payment of any licence, royalty or other fee) to reproduce and use the documents prepared by or on behalf of the *Contractor* for all purposes connected with the project including the construction, maintenance, repair, renewal and reinstatement of all parts of the works or the site.

Z2.3 The *Contractor* indemnifies the *Client* in respect of all costs, claims, damages, proceedings and expenses arising out of any breach of any such copyright by any of the *Contractor*, its assignees or sub-contractors appointed in relation to the *works*.

Z3 Site information

Z3.1 The *Contractor* acknowledges that the *Client* does not warrant or give any representation on the accuracy or completeness of any data or information provided to the *Contractor* by the *Client* including any relating to the site or things on or under the site or in the vicinity of the site including the location, size, nature or condition of services. The *Contractor* must rely on its own enquiries and carry out such further investigation or surveys as it considers appropriate.

Z4 Welsh Language Scheme

- Z4.1 The *Contractor* must implement and adhere to the terms of the Welsh Language Policy of the *Client*, monitor its operation and report to the *Client* (at its request) thereon and impose a contractual obligation on each of its sub-contractors in terms substantially similar to this clause (*mutatis mutandis*) and monitor compliance with and take all reasonable steps to enforce the same.

Z5 Principal contractor

- Z5.1 The *Client* appoints the *Contractor* to act as principal contractor for the purposes of the Construction (Design and Management) Regulations 2015 and any replacement or amendment of those Regulations.

Z6 Partnering

- Z6.1. No partnering agreement which the Parties may enter into (with or without other parties) in connection with the works is intended to create legally enforceable rights or obligations between the Parties or to affect the terms of this Agreement.

Z7 Quality, Environmental and Health and Safety management system

- Z7.1 The *Contractor* operates a Quality, Environmental and Health and Safety management system which:
- complies with the relevant parts of BS EN ISO 9001, BS EN ISO 14001, OHSAS 18001 or equivalent
 - incorporates appropriate sector quality schemes for the works, and
 - has third party certification from an approved accreditation body or is operating in preparation for accreditation within six months of the Contract Date.
- Z7.2 Prior to the starting date the *Contractor* prepares a quality plan and submits it to the *Project Manager* for acceptance.

A reason for not accepting the quality plan is that

- it is inadequately prepared or is not practicable
- it does not comply with Z7.1
- it does not represent a realistic approach for the *works*.

The *Contractor* complies with the accepted quality plan.

- Z7.3 Any Subcontractor appointed by the *Contractor* operates a quality system enabling him to comply with the *Contractor's* quality management system.

Z8 Construction Industry Scheme

This Agreement falls within the scope of the Construction Industry Scheme. If the *Contractor* does not hold a valid Inland Revenue Sub-contractor Tax Certificate and is not a local authority or other public body exempt from holding such a certificate, any invoice (and any application for payment submitted by the Contractor) separately identifies the cost of labour. The *Client* deducts payment in accordance with the requirements of the Construction Industry Scheme.

Z9 Considerate Constructor Scheme

Z9.1 If requested by the *Client*, the *Contractor* will

- register the Site under the Considerate Constructor Scheme
- comply with the Considerate Constructor Scheme's Code of Considerate Practice in Providing the Works.

Z10 Dispute Resolution

Z10.1 The *Contractor* and the *Client* will endeavour to notify each other of any anticipated dispute under this Agreement so that it can be avoided by negotiation between them.

Z10.2 The *Client* and the *Contractor* will endeavour to resolve any dispute under this Agreement which does arise by direct negotiation in good faith between senior executives. Each of them will give serious consideration to any request by the other to refer the dispute to Mediation if it cannot be resolved by direct negotiation.

Z11 Site Waste Management Plan

If requested by the *Client*, the *Contractor* is required to implement a Site Waste Management Plan. The *Contractor* should develop the format of this plan to suit its requirements but shall submit the draft Site Waste Management Plan to the *Client* for approval.

Z12 Community Benefits Plan³

Z12.1 The *Contractor* implements in full the Community Benefits Plan (as included in Appendix 7) to this Agreement, within the timescales set out in the Community Benefits Plan, subject to availability of the persons referred to therein and clause Z13.3. Reference to the "Community Benefits Plan" refers to the latest version incorporating all accepted modifications at the relevant time.

Z12.2 The *Contractor* ensures that no current employee of the *Contractor* or any current employee of any of its sub-contractors (of any tier) become unemployed as a result of implementing the Community Benefits Plan.

³ If no community benefits keep headings for z12 and z13 ,insert "not used" and delete clauses

Z12.3 The *Contractor* keeps the Community Benefits Plan under review throughout the contract and modifies it as appropriate to better achieve the community benefits it seeks to achieve. Modifications of the Community Benefits Plan are discussed with the *Client* and *Project Manager* and submitted to the *Project Manager* for acceptance. A reason for not accepting a modification is that it is not reasonable in the light of the then current circumstances and the commitments contained in the current Community Benefits Plan (before the proposed modification) or the community benefits it seeks to achieve.

Z13 Community Benefits Measurement Tool

Z13.1 If the *Client* requests, the *Contractor* shall, as far as possible populate the Community Benefits Measurement Tool as included in Appendix 8) in advance of each and every monthly progress meeting with the *Client*.

Z13.2 The *Contractor*, on or before the issue of the Defects Certificate, shall without further charge provide to the *Client* the completed Community Benefits Measurement Tool.

Z14 Requirements of statutory bodies

The *Contractor*

- complies at his own cost with all requirements of statutory bodies
- takes these requirements into account in order to Provide the Works

Z.15 Fair Payment

Z15.1 The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.

Z15.2 The *Contractor* includes in the contract with each Subcontractor.

- a period for payment of the amount due to the Subcontractor not greater than 26 days after the due date in this Agreement. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 30 days after the date due in this contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the Contractor

Z15.3 The due date in this Agreement is the date on which the *Project Manager* certifies payment.

Z15.4 The *Contractor* includes this provision in each subcontract and requires Subcontractors to include the same provision in each subsubcontract.

Z16 Health and Safety

Z16.1 The *Contractor* complies with all applicable health and safety law and regulations in Providing the Works.

Z16.2 Before the starting date the *Contractor* notifies the *Client* of the name of the person responsible for health and safety. When on premises/working areas owned or occupied by the *Client*, the *Contractor* ensures that its and its Subcontractor's employees comply with the *Client's* general health and safety policy and with the lawful requirements of the *Scope*.

Z16.3 The *Project Manager* may suspend the Providing of the Works or any part of the *works* if the *Contractor*:

- does not comply with health and safety legislation;
- has not provided his health and safety policy to the *Client*;

or

- has not notified the *Client* of the person responsible for health and safety.

Z16.4 Following such suspension the *Contractor* does not provide the *works* or any part of the *works* until the *Project Manager* is satisfied that the *Contractor* has remedied the failure. An assessment of a compensation event does not include cost and time for the period of the suspension.

Z16.5 In Providing the Works the *Contractor* adopts safe methods of work to protect the health, safety and welfare of:

- the *Contractor's* employees, agents, suppliers and Subcontractors;
- the *Contractor's* Subcontractor's employees and agents;
- employees and agents of the *Client*;

and

- all other persons, including members of the public.

Z16.6 The *Contractor* complies with the requirements of its own safety policy and safety codes of practices.

Z16.7 The *Contractor* provides the information and documents the *Project Manager* requires as evidence of compliance with his own safety policy and applicable safety codes of practice. The *Contractor* maintains copies of all applicable law, codes of practice and working rules applicable to providing the *works* and permits his employees to use and refer to them.

Z16.8 The *Contractor* informs the *Project Manager* as soon as he becomes aware of any prosecution, pending or likely prosecution or conviction of the *Contractor*, any of its employees, any Subcontractor or agent or any of the Subcontractor's employees or agents for any offence relating to health and safety. Following this notification, the *Contractor* provides the *Project Manager* with whatever further information and documents the *Project Manager* requires.

Z16.9 Without earlier notification and at any reasonable time, the *Contractor* permits the *Project Manager*:

- to enter and inspect any premises of the *Contractor*, his agents or Subcontractors used or to be used in Providing the Works
- and
- to inspect any equipment or plant and materials.

or plant and materials used or proposed to be used in Providing the Works.

Z17 Product Warranties

Z17.1 The *Contractor* assigns the benefit of all product warranties and guarantees obtained for goods, materials and supplies used in Providing the Works to the *Client* as stated in the *Scope*.

Z18 Publicity and Media

Z18.1 The *Contractor* does not, and ensures that Subcontractors do not, give information concerning the works for publication in the press or on radio, television, screen or any other medium without the consent of the *Project Manager* (or following the end date).

Z18.2 The *Contractor* does not, and ensures that Subcontractors do not, take photographs of the *working areas* or of work carried out in connection with the *works* unless he has obtained the approval of the *Project Manager* (or following the end date).

Z18.3 The *Contractor* takes the measures needed to prevent his and his Subcontractor's people taking, publishing or otherwise circulating such photographs.

Z19 Complaints about Providing the Works

Z19.1 The *Contractor* deals with any complaints received from whatever source in a prompt, courteous and efficient manner and in accordance with the *Client's* service standards for complaints as set out in the Works Information.

Z19.2 The *Contractor* keeps a record of all complaints received and of the action taken in relation to such complaints. This record is kept available for inspection by the *Project Manager* at all reasonable times. The *Contractor* notifies the *Project Manager* of all complaints received and of all steps taken in response to them in accordance with the Works Information.

Z19.3 Where compensation is payable to a complainant, the procedure and amount will be determined as set out in the Works Information.

Z.20 Audit and Inspection

Z.20.1 The *Contractor* provides all facilities and allows the *Client*, his auditors or anyone with a statutory or other legal right to inspect or audit the *Client* full access to conduct any audit investigation of the Agreement. This includes access to:

- all premises owned or occupied by the *Contractor*;
- all documents in the possession, custody or control of the *Contractor* used in providing the *works*;
- all technology, resources, systems and procedures used or to be used in providing the *works*;

and

- the *Contractor's* employees, Subcontractors, the Sub-contractors' employees and key persons who are providing the *works*.

Z21 Volume of Work

Z21.1 The *Client* gives no representations or warranties to the *Contractor* about the amount or value of work that the *Client* will instruct the *Contractor* to do under this Agreement. Any indications of these amounts or values, in the *Scope* or other documentation about the *works*, are estimates only.

Z.21.2 The *Contractor* has no claim for loss of profit or loss of business or otherwise if the *works* or any part of the *works* is less in amount or value or scope than anticipated.

Z22 Data Protection

Z22.1 The *Contractor* shall comply with the data protection obligations set out at Appendix 6.

Z23 The Public Contracts Regulations 2015

Z23.1 The *Client* 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.

Z23.2 If the *Client* 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.

Z23.3 If the *Client* 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 Agreement.

Z23.4 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.

Z24 Prevention of Fraud and Bribery

DEFINITIONS APPLICABLE FOR THIS CLAUSE

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.

Default: any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement

(a) in the case of the *Client*, of its employees, servants, agents; or

(b) in the case of the *Contractor*, of its Sub-Contractors or any Contractor's Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other.

Prohibited Act: the following constitute Prohibited Acts:

(a) 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;

(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:

- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
- under legislation or common law concerning fraudulent acts;
- defrauding, attempting to defraud or conspiring to defraud the *Client*.

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

Contractor's Personnel: all employees, staff, other workers, agents and consultants of the *Contractor* and of any Sub-Contractors who are engaged in the provision of the *works* from time to time.

Z24.1 The *Contractor* represents and warrants that neither it, nor to the best of its knowledge any Contractor's Personnel, have at any time prior to the Contract Date:

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

Z24.2 The *Contractor* shall not during the term of this Agreement:

- commit a Prohibited Act; and/or
- do or suffer anything to be done which would cause the *Client* or any of the *Client's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

Z24.3 The *Contractor* shall during the term of this Agreement:

- establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- keep appropriate records of its compliance with its obligations under the above bullet point and make such records available to the *Client* on request.

Z24.4 The *Contractor* shall immediately notify the *Client* in writing if it becomes aware of any breach of Clause Z24.1 and/or Z24.2, or has reason to believe that it has or any of the Contractor's Personnel have:

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

Z24.5 If the *Contractor* makes a notification to the *Client* pursuant to Clause Z24.4, the *Contractor* shall respond promptly to the *Client's* enquiries, co-operate with any investigation, and allow the *Client* to audit any books, records and/or any other relevant documentation in accordance with Z20.

Z24.6 If the *Contractor* is in Default under Clauses Z24.1 and/or Z24.2, the *Client* may by notice:

- require the *Contractor* to remove from performance of this contract any Contractor's Personnel whose acts or omissions have caused the Default; or
- immediately terminate this Agreement.

Z24.7 Any notice served by the *Client* under Clause Z24.6 shall specify the nature of the Prohibited Act, the identity of the Party who the *Client* believes has committed the Prohibited Act and the action that the *Client* has elected to take (including, where relevant, the date on which this contract shall terminate).

Z24.8 In the event of any breach by the *Contractor* of clause Z11, the *Client* may terminate this contract by notice having immediate effect and such termination shall be treated in the same way as if termination had been for Reason R11 (as referred to in clause 91.2 of the *conditions of contract* but, for the avoidance of doubt, there being no rectification or period to put right the default before termination in respect of a breach of clause Z11)

Z25 Safeguarding Children and Vulnerable Adults

Z25.1 The *Contractor* shall ensure that all individuals engaged in the provision of the *works* are:

- Z25.1.1 subject to valid enhanced disclosure check undertaken through the Disclosing and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and

Z25.1.2 the *Contractor* shall monitor the level and validity of the checks under this clause Z25 for each member of staff.

Z25.2 The *Contractor* warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the *Contractor* in the provision of the *works* is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

Z25.3 The *Contractor* shall immediately notify the *Client* of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met and the *Contractor* shall, using utmost good faith, notify the *Client* of any suspicion concern or belief that the *Contractor* may have with regard to any member of the staff and the obligations under clauses 1 and 2 and the obligations in the agreement for works/services.

Z25.4 The *Contractor* shall refer information about any person carrying out the *works* to the Independent Safeguard *Client* where it removes permission for such person to carry out the *works* (or would have, if such person had not otherwise ceased to carry out the *works*) because, in its opinion, such person has harmed or poses a risk of harm to any service users, children or vulnerable adults.

Z25.5 The *Contractor* shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity (as set out in Parts 1 and 2 respectively of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006) or who may otherwise present a risk to service users.

Z25.6 The *Contractor* shall ensure that no person who discloses that he/she has a relevant conviction or is found by the *Contractor* to have a relevant conviction (whether as a result of a police check or through the Disclosing and Barring Service check or otherwise) is employed or engaged in the provision of any part of the *works*.

Z26 Insurance Claims - Notice and Defence of Liability Claims

Z26.1 In the event that the *Client* is the recipient of an insurance claim or receives notice of a circumstance likely to give rise to a claim that involves an alleged act of negligence by the *Contractor*, either in whole or in part, then the *Contractor* will provide the *Client* with:

- A description of the claim or circumstance.

- Details of the nature of the alleged negligent act.
- Details of the nature of the alleged or potential damage or injury.
- The names of actual or potential claimants.
- Details of the manner in which the *Contractor* first became aware of the claim or circumstances.
- Details of the *Contractor's* current Public Liability/Employers Liability Insurance cover
- Copies of any correspondence sent or received by the *Contractor* in relation to the alleged act of negligence.
- Confirmation that the *Contractor* has notified its insurers of the claim details for the purpose of indemnification.

Z27 Physical Conditions

Z27.1 The *Contractor* has had the opportunity of inspecting the physical conditions and other conditions of the Site and structures upon it and acknowledges that it shall be solely responsible for ensuring that the ground conditions, the Site and any existing structures to be retained under or upon or adjacent to the Site are (or will be upon completion of the works) suitable for the development to which the works relate. Nothing referred to above in this clause Z27 shall give rise to an increase in the Prices nor to a change to the Completion Date, nor give rise to any right on the part of the *Contractor* to determine its employment.

Z27.2 The *Contractor* shall be responsible for dealing with any other matters required to be dealt with in order to complete the *works* including (but without limitation):-

- the provision of services (water, electricity etc as required for the works);
- the diversion or removal of conduits or other items under or on the Site;
- the investigation of and need to remove or otherwise address any contamination, pollution or deleterious materials under, in or upon the Site;
- ensuring there is proper physical connection to main services of all drains, pipes, cables, wires and other conducting media to be constructed or placed in and upon the site, subject only to an application by the user of such services for the commencement of supply;

and nothing referred to above in this clause Z27.2 shall give rise to an increase in the Prices, nor to any change to the Completion Date, nor give rise to any right on the part of the *Contractor* to determine its employment.”

Z27.3 The following conditions of contract are amended :

Clause 60.1 (1) Add the following bullet point:

“a change to the Scope arising as a result of site conditions”] [If Clause 60.1(12) is deleted]

Clause 60.1 (12) Delete

Clause 60.2 Delete.

Clause 60.3 Delete.

Z28 Covid

Z28.1 COVID Event means the occurrence of an event or circumstance relating to the coronavirus disease (“COVID”), and/or the coronavirus 2019 (known as “COVID-19”) : including:

- (i) the declaration by the World Health Organisation of a Public Health Emergency of International Concern;
- (ii) the occurrence of an Epidemic (as defined by the World Health Organisation) within the United Kingdom and / or the country from which goods or materials are to be supplied;
- (iii) any law, action or recommendation issued by a government or public authority in response to or in connection with (a) and (b) above, or otherwise issued with the intention of limiting or containing the transmission of COVID or in response to or otherwise in connection with the transmission of COVID, including movement or travel restrictions, quarantines or curfews; or imposing an export or import restriction, quota or prohibition.

Z28.2 Open Book Interim Data is the complete and accurate financial and nonfinancial information which is required by the Client to enable the Client to understand all COVID related relief, grants, interventions or other measures received by the Contractor and/or the key persons and/or Subcontractors from the UK Government or Welsh Government and to verify the payments made by the Client

to the Contractor and by the Contractor to the key persons and/or Subcontractors including:

- (i) the Contractor's actual cost breakdown based on the items listed on the Activity Schedule, including the Contractor's overheads;
- (ii) all interest, expenses and other third-party financing costs incurred in relation to providing the works; and
- (iii) full details of the payment of the key persons and/or Subcontractors and any other third parties in relation to providing the *works*.

Z28.3 Insert new clause 60.1(20):

60.1(20) Any impact on the *works* or the carrying out and completion of the *works*, and/or any increase in the cost to the Contractor of the *works* due to matters arising from or associated with events connected to and/or arising from a COVID Event that occurs after [REDACTED].

Z28.4 Insert new clauses 60.4, 60.5 and 60.6:

60.4 If a compensation event pursuant to clause 60.1(20) occurs the parties agree that notwithstanding any other provision in this contract, this compensation event shall be assessed in accordance with clause 63A only.

60.5 The compensation event at clause 60.1(20) shall be the *Contractor's* sole remedy for events arising from or in connection with the pandemic known as coronavirus (COVID) or COVID - 19 including but not limited to any changes in legislation by UK or Welsh Government, any change in guidance issued by UK Government or Welsh Government, any change in construction industry guidance, and any effect, impact, or consequence on the availability and resourcing and use of People, Equipment, Plant and Materials. Where the *Contractor* notifies a compensation event that arises from or in connection with such pandemic under any other clause of this contract, the *Client* may assess the compensation event as though it had been notified under clause 60.1(20).

60.6 For the avoidance of doubt, the *Contractor* has priced the time and money implications of the carrying out the *works* up to 26 September 2020 to comply with events arising from or in connection with COVID-19 including but not limited to any changes in legislation by UK or Welsh Government, any change in guidance issued by UK Government or Welsh Government, any change in construction industry guidance, and any effect, impact, or consequence on the availability and resourcing and use of People, Equipment, Plant and Materials from 10th July 2020 up to 26 September 2020. The *Contractor* is not entitled to any increase in the Prices or change to the Completion Date.

Z28.5 Insert new clause 63A:

Assessment of a COVID Event compensation event

63A.1 The assessment of a COVID Event will follow the compensation event mechanism set out in the contract subject to the following conditions:

- (i) the assessment will use the Shorter Schedule of Cost Components supplied for the pricing of the Works due to Covid- 19;
- (ii) There is no entitlement to the Fee for the Contractor or Subcontractors in the assessment;
- (iii) Open Book Interim Data will be provided by the Contractor to assist the assessment ; and
- (iv) The assessment be in lieu of any other cost relief available to the *Contractor* under or arising in connection with this contract as a result of COVID-19 (including arising out of an instruction issued under clause 19.1 or a compensation event under this contract occurring during the period of COVID Relief Period).

63A.2 The Contractor shall not be entitled to combine and shall procure that the supply chain shall not combine any COVID-19 Event relief provided pursuant to this contract with any UK Government or Welsh Government COVID or COVID-19 related relief, grant, intervention or other measure which results in the Contractor and/or key persons and/or Subcontractors receiving relief more than once for the same underlying cashflow issue which in the reasonable opinion of the *Client* would amount to the Contractor and/or key persons and/or Subcontractors taking undue advantage of the COVID Relief

Z28.6 Insert new clause 91A:

91A Notwithstanding clauses 90 and 91, the *Contractor* shall not be entitled to terminate this Contract neither:

- (1) During the period in which it receives any relief for a COVID Event; nor
- (2) For any period thereafter as a result of COVID, where payments due to a COVID Event are being made.

Z28.7 Insert at the enclose of clause Y2.4:

Y2.3 “except if such suspension is as a result of or caused b a COVID Event”.

APPENDIX 3

THE SCOPE (*Annex 1,2 & 3 from ITT*)

The logo for Trivallis, featuring the word "Trivallis." in a bold, blue, sans-serif font.

Boundary and Retaining Wall Works

Works Information

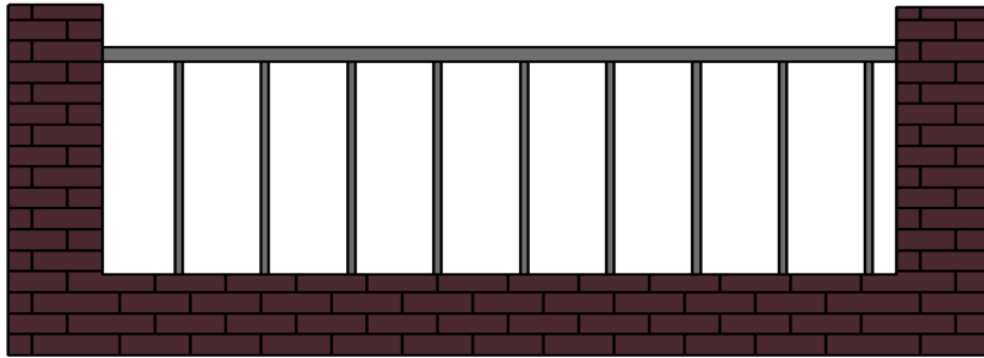
Royal Cottages, Maerdy, Rhondda Cynon Taff, CF43 4AL

Works Information

1. The contractor will be responsible for completing boundary and retaining wall works along with path work and fencing to the front and rear of the following blocks at Royal Cottages, Maerdy, Rhondda Cynon Taff, CF43 4AL.
 - Block 1 - 19-21 ROYAL COTTAGES, MAERDY, CF43 4AL
 - Block 2 - 22-27 ROYAL COTTAGES, MAERDY, CF43 4AL

- Block 3 - 30-35 ROYAL COTTAGES, MAERDY, CF43 4AL
2. The works have been specified by a Trivallis Surveyor, and the design and scope of the works are included as part of the tender pack, but contractors are encouraged to visit site to determine full scope of works and any associated risks. Access can be arranged by contacting Richard Jenkins, Senior Assets Project Manager 07341 121 660.
 3. Contractors are required to submit costs against the schedule of rates pricing document inclusive all prelims and certification.
 4. Works will be completed under NEC Option A contract.
 5. The contractor will be responsible for arranging traffic management and any road closures, any associated costs need to be included within the priced tender under traffic management item.
 6. The contractor will be responsible for ensuring access and egress is maintained throughout the duration of the works and arranging any temporary access required, any costs associated with this is to be included within the tendered rates.
 7. It will be the contractor's responsibility to contact the tenant and arrange a suitable time and date for access to carry out the works. Any access issues need to be forwarded to the relevant Neighbourhood Manager which will be provided upon appointment award.
 8. It is proposed to complete works in the below phases, contractors should submit a **provisional programme** as part of tender return, demonstrating how completion will be achieved. Trivallis require works to be completed by 31st March 2026 if possible.
 - Phase 1 - Block 1 - 19-21 ROYAL COTTAGES, MAERDY, CF43 4AL
 - Phase 2 - Block 2 - 22-27 ROYAL COTTAGES, MAERDY, CF43 4AL
 - Phase 3 - Block 3 - 30-35 ROYAL COTTAGES, MAERDY, CF43 4AL
 - Phase 4 - REAR WORKS to All Blocks
 9. The contractor will provide a valuation upon completion of each phase. All handover certification such as electrical certificates, gas certificates and guarantees must be provided with the valuation for payment to be made.
 10. Contractor should read. Understand and adhere to the Trivallis Contractors Code of Conduct document.
 11. Any additional costs not accounted for in the priced document are to be agreed with the Senior Assets Project Manager prior to inclusion within the monthly valuation.
 12. Health and Safety Incident/Accident Reports to be completed and forwarded to Trivallis on the 1st day of every month. Failure to provide the monthly Incident/Accident report may result in the delay of that month's payment until it is received.

13. Handover inspections will be on every property that has been designed by Trivallis. No payment will be made without the completed handover. Handovers will be completed by the appointed Trivallis Technical Surveyor.
14. Asbestos awareness training and SHARPS awareness training is required as well as suitably qualified site supervision at all times. For example, SMSTS or equivalent standard.
15. Trivallis will require all making good to the properties by the contractor.
16. Communication between Trivallis and the Contractor is to be carried out via Microsoft Teams, email, and/or telephone. Valuations are to be submitted via Microsoft Teams and/or email to Contracts Manager and Quantity Surveyor on a monthly basis. Valuations certificates will be sent via email to contractor on a monthly basis.
17. As client, we expect the products to comply with all current legislation; including Building Regulations and that the finished product will be fit for purpose.
18. No works will commence on site until the **Contractors Construction Phase Plan** is submitted and accepted by Trivallis. This can be supplied on award to the successful bidder.
19. Contractors are referred to the Risk Register document, where warning flags are identified at properties. Contractors are required to ensure two people are working on site at all times.
20. The specification of works is in accordance with the specification attached:
 - No storage facilities will be provided by Trivallis.
 - Contractor must provide adequate welfare facilities for duration of the works.
 - Contractor to arrange traffic management and any road closures.
 - Contractors are required to notify tenants of works start dates by letter and telephone no later than a week prior to works starting.
 - Contractors are not to open any phases of work without all survey and design information, and all materials in stock.
 - Contractors are required to provide out of hours support during the duration of their works.
 - Contractors are required to liaise with Trivallis nominated supplier as detailed in the Pre-Construction Information to arrange for the removal of asbestos.
 - All properties must be complete prior to any handover or payment request.
21. Asbestos Surveys – For the properties in the programme, we have asbestos surveys for all of the properties uploaded onto our database (E Risk). Contractors will be provided with a username in order to access E Risk. Any query on the E Risk data should be submitted to the *Contracts Manager*.
22. Under the NEC contract, the *Supervisor* will be a Trivallis Surveyor, the names and contact details will be shared with the Contractor post award.



Front walls

Specification for Brickwork and Railing Installation

1. Brick Type and Mortar Mix

Brick: Class B engineering bricks to be used throughout. Bricks must comply with BS EN 771-1 standards for strength, durability, and water absorption.

Mortar Mix: 3:1 sand to cement ratio. Mix must be well-graded building sand and Portland cement, mechanically mixed to a uniform consistency. Colouring agents may be added if required for aesthetic matching.

2. Brick Laying Method

Joints to be 10mm /12mm thick, fully filled and tooled smooth. All brickwork to be level, plumb, and true to line.

3. Brick Pillars

Size: Each pillar to be 13 inches square (approx. 330mm x 330mm).

Spacing: Pillars to be constructed at 5 linear metre (5 lm) intervals along the run of the wall or railing.

Reinforcement: Vertical reinforcing bars to be incorporated in each pillar where applicable and filled with concrete grout for structural strength.

Capping: Each pillar to be finished with a pre-cast concrete or stone pillar cap, securely bedded with mortar.

4. Railings

Metal railings to be fixed between pillars.

Fixing Method: Railings to be securely installed using core drilling into the brickwork or concrete at specified anchor points.

Holes to be core-drilled to appropriate diameter and depth.

Use non-shrink grout or resin fixings to secure rail posts.

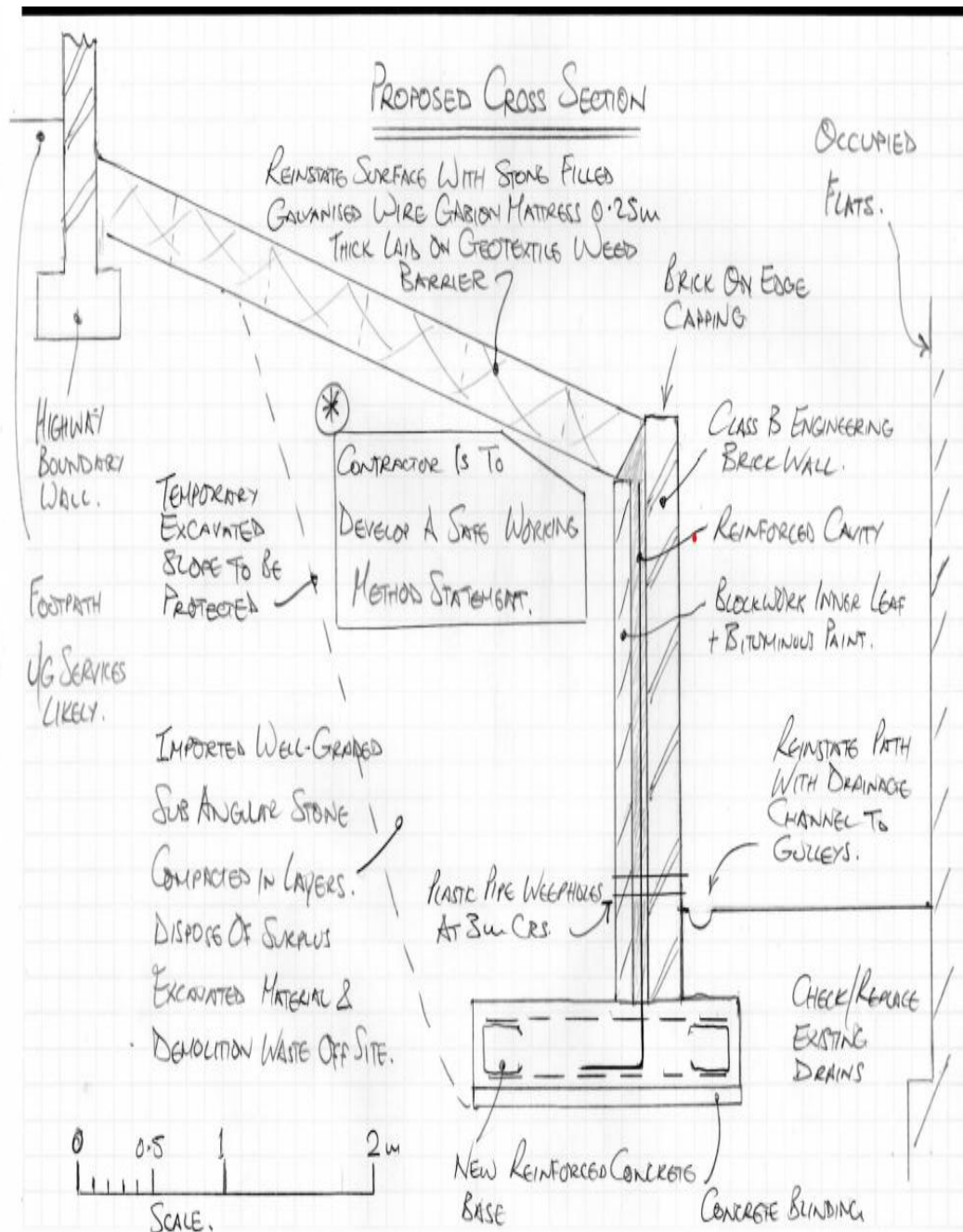
All railing units must be level and plumb, with consistent spacing between vertical bars.

5. General Requirements

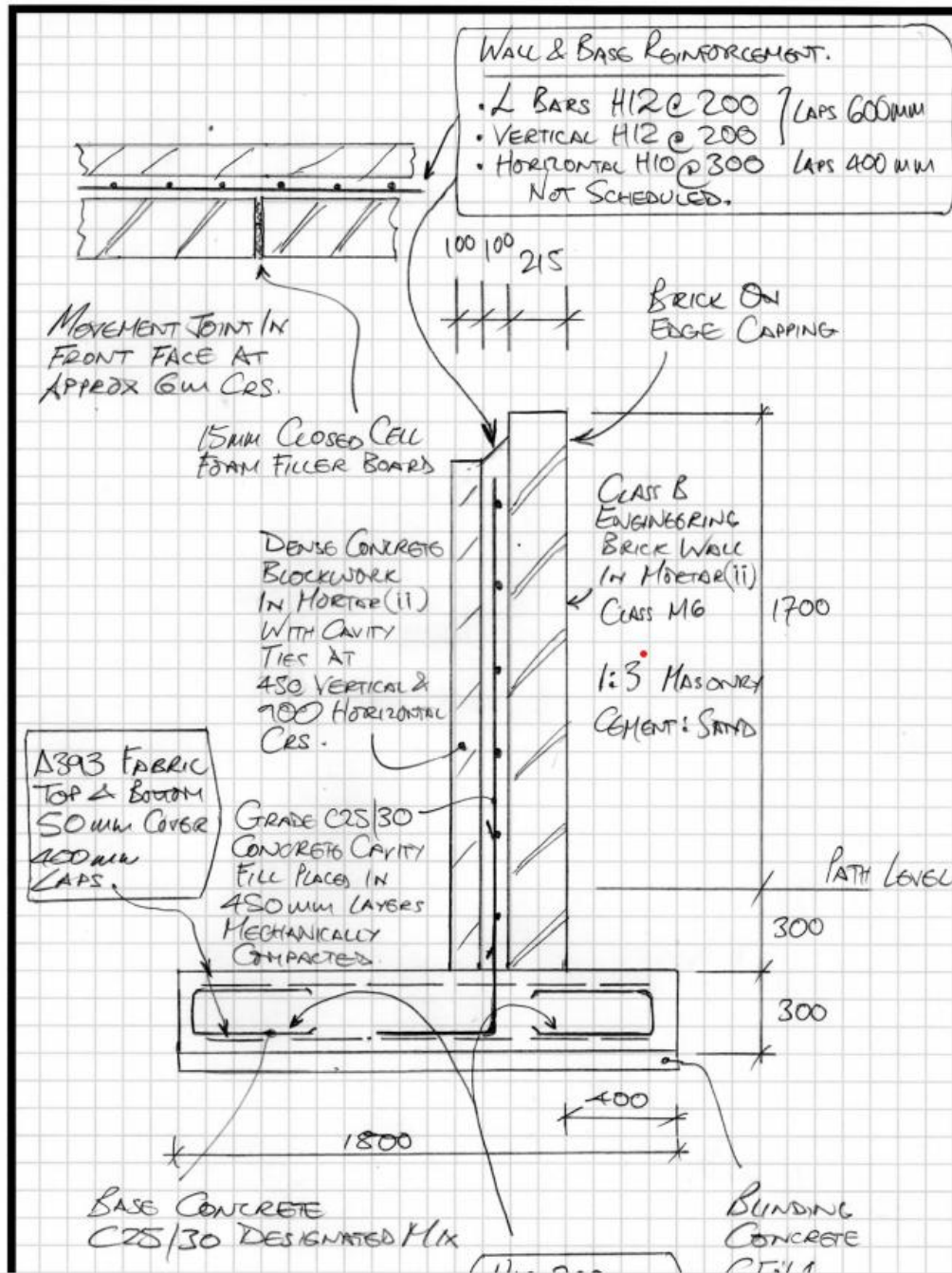
All work to comply with relevant British Standards and Building Regulations, including:

BS 5628 for masonry structures.

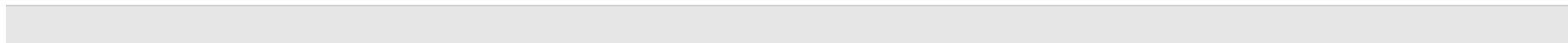
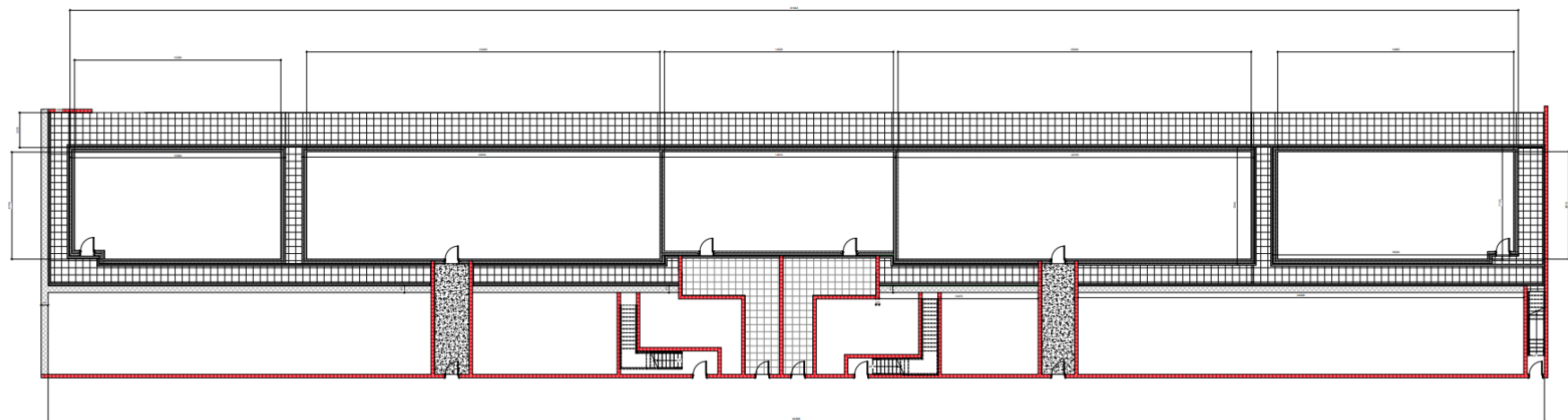
BS EN 1996 for masonry design



Main walls



Main walls



APPENDIX 4

KPI

KPI	What would the measurement be?	Owner	Threshold/Target
1. Project Management <ul style="list-style-type: none"> A) Project Schedule Adherence: Percentage of project milestones completed on or before agreed deadlines. B) Response Times: Average response time to early warnings or compensation event notifications. 	<ul style="list-style-type: none"> Measured against the project delivery plan set for each contract, it is a percentage of completion. The aim would be to have 100% as the target, Trivallis will use the data to review performance of the contractor at completion of works for future reference. Given the large number of Compensation Events we receive and the potential for greater use of early warnings Trivallis would be looking to have a response time to CE's and Warnings of 5 working days. 	Trivallis/Contractor	100%
			5 working days
2. Cost Control <ul style="list-style-type: none"> A) Budget Compliance: Percentage of works completed within the agreed budget. B) Change Management Efficiency: Time taken to agree on compensation events. 	<ul style="list-style-type: none"> This is a measure of the response times, and we need to have greater oversight so the Contract Managers will be responsible for ensuring these are dealt with within 3 working days 	Trivallis	Internal
			3 working days
3. Quality Assurance		Trivallis/Contractor	90%

<ul style="list-style-type: none"> • A) Defect-Free Work: Percentage of completed work delivered without defects during the Defects Correction Period. 	<ul style="list-style-type: none"> • This is effectively right first time but will be measured per contract. 		
4. Health and Safety <ul style="list-style-type: none"> • A) Incident Rate: Number of reported accidents or near misses per week. • B) Compliance with Safety Standards: Percentage compliance with site safety audits. 	<ul style="list-style-type: none"> • Reported on for H&S Forum and will enable better feedback and give assurance that we are monitoring. It also ensures that monthly site meetings taking place. This will be a number reported to H&S Forum. • Relates to completing site visits and reporting on H&S and will link to the monthly contractor reports which also require review of RAMS. 	Trivallis/Contractor	Monthly
5. Environmental Impact <ul style="list-style-type: none"> • A) Waste Reduction: Percentage of construction waste diverted from landfills. • B) Carbon Emissions: Total carbon emissions measured against baseline targets. 	<ul style="list-style-type: none"> • Related to large contracts. Trivallis will monitor the level of waste from each contract and feed into the decarb and sustainability reporting. A percentage figure will be applied, to be agreed with the contractor. 	Trivallis/Contractor	Monthly
6. Stakeholder Satisfaction <ul style="list-style-type: none"> • A) Tenant Satisfaction Scores: Feedback ratings on the contractor's performance from the Tenants. 	<ul style="list-style-type: none"> • Related to each individual contract rather than an overall performance measure as performance will be reviewed at completion of works. Again a 	Trivallis	80%

<ul style="list-style-type: none"> • B) Community Impact: Number of community complaints logged vs. resolved within a specified time. 	<p>percentage score that will inform future use of contractors etc.</p> <ul style="list-style-type: none"> • Again this relates to a specific contract and where complaints are received linked to the contract Trivallis will look to resolve in line with the timescales linked to our complaints policy. 		
<p>7. Innovation and Collaboration</p> <ul style="list-style-type: none"> • A) Problem Resolution Time: Average time to resolve issues identified during project collaboration meetings. • B) Innovative Solutions: Number of approved innovative practices implemented during the project. 	<ul style="list-style-type: none"> • This specifically relates to issues such as material issues, staffing issues, weather impact, delays etc. Contract managers to look at resolving issues within 3 days. • Resolution time should be 1 to 3 working days dependent on severity. Any longer and it should trigger an early warning. Practices being implemented if required to resolve issues. Trivallis will report on these through the Contractor Meetings and can review at completion of contract. 	Trivallis/Contractor	1-3 working days
<p>8. Social Value</p> <ul style="list-style-type: none"> • A) Local Employment: Percentage of project workforce recruited from the local community. 	<ul style="list-style-type: none"> • This is a measure that we can use to feedback on local targets. A percentage measure will be applied but no target will 	Trivallis/Contractor	N/A

<ul style="list-style-type: none"> • B) Training and Development: Number of training hours delivered to upskill workers. 	<p>be set in the first year of using the measure.</p> <ul style="list-style-type: none"> • A measure to show how the contractor is developing while working on Trivallis properties. Reviewed measure on completion of works. 		
<p>9. Wellbeing Impact Plan Delivery</p> <ul style="list-style-type: none"> • To monitor delivery of the Wellbeing impact plan throughout the contract period. 	<ul style="list-style-type: none"> • To assess and monitor the contractor's performance in delivering wellbeing initiatives in accordance with the tender submission and the agreed Wellbeing Impact Delivery Plan. • To Monitor delivery of the Wellbeing impact plan on an annual basis throughout the contract period. • The contractor is responsible for providing evidence related to the delivery of the wellbeing impact plan, and the Trivallis Partnerships team representative will validate the information. 	Trivallis/Contractor	Annually

APPENDIX 5

**ACTIVITY SCHEDULE (TO BE COMPLETED WITH SUCCESSFUL BIDDERS
INFORMATION)**

APPENDIX 6

The logo for Trivallis, featuring the word "Trivallis." in a bold, blue, sans-serif font. The text is centered within a white rectangular box that has a thin grey border.

Data Protection Terms

Data Protection Terms for Data Processor Contracts

The UK General Data Protection Regulation (GDPR) became effective in the UK on 1 January 2021. As of this date, all data control and processing that takes place in the UK must be compliant with the provisions of the GDPR. The GDPR requirements include an obligation on controllers to ensure that their data is not processed by third parties unless there is a written contract in place containing clauses compliant with the GDPR. There is also an obligation on processors not to process third party data without the written authority of the controller.

For any contract where the provisions of the Data Protection Legislation apply to personal data processed in relation to the performance of the contract, the following conditions supplement the conditions of the contract

1. DEFINITIONS

- 1.1 Applicable Laws: means laws relating to the processing of Personal Data in the UK and applicable to the Contractor.
- 1.2 Data Protection Legislation: means (i) unless and until the UK GDPR is no longer directly applicable in the UK, the UK GDPR, the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended from time to time, in the UK and then (ii) any successor legislation to the UK GDPR or the Data Protection Act 2018.

- 1.3 Personal Data: means personal data as defined in the Data Protection Legislation.

2. Data Protection

- 2.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Contractor is the processor and the Authority is the controller (where controller and processor have the meanings as defined in the Data Protection Legislation).

Schedule 1 sets out the scope, nature and purpose of processing by the processor, the duration of the processing and the types of Personal Data and categories of data subject.

- 2.3 Without prejudice to the generality of clause 2.1, the controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the processor for the duration and purposes of this Contract.
- 2.4 Without prejudice to the generality of clause 2.1, the processor shall, in relation to any Personal Data processed in connection with the performance of its obligations under this Contract:
 - 2.4.1 process that Personal Data only on the written instructions of the controller, including with regard to transfers of personal data to a third country or an international organisation, unless the processor is required by the Applicable Laws to process Personal Data. Where the processor is relying on the Applicable Laws as the basis for processing Personal Data, the processor shall promptly notify the controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the processor from so notifying the controller;
 - 2.4.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 2.4.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and

services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

2.4.4 not transfer any Personal Data outside of the UK unless the prior written consent of the controller has been obtained and the following conditions are fulfilled:

- (a) the controller or the processor have provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) the processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the processor complies with reasonable instructions notified to it in advance by the controller with respect to the processing of the Personal Data;

2.4.5 assist the controller in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

2.4.6 notify the controller without undue delay on becoming aware of a Personal Data breach;

2.4.7 at the written direction of the controller, delete or return all Personal Data and copies thereof to the controller on termination of the Contract unless required by the Applicable Laws to store the Personal Data;

2.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 2 and allow for audits by the controller or the controller's designated auditor; and

2.4.9 immediately inform the controller if, in its opinion, an instruction infringes the Applicable Laws.

- 2.5 The controller consents to the processor appointing third-party processors of Personal Data under this Contract. As between the controller and the processor, the processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 2.5. The processor confirms that:
- 2.5.1 it will notify the controller of the identity of any proposed third-party processor prior to its appointment and will not appoint the third-party processor if the controller objects in writing to the appointment; and
- 2.5.2 it will enter with the third-party processors into written agreements incorporating terms which are substantially similar to those set out in this clause 2.
- 2.6 The controller may, at any time on not less than 30 days' notice, revise this clause 2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).
- 2.7 The provisions of this condition shall apply for the duration of the Contract and indefinitely after its expiry or termination.

SCHEDULE 1

the processing of personal data

This schedule sets out the scope, nature and purpose of the processing of Personal Data by the processor on behalf of the controller and constitutes the written instructions of the controller referred to in clause 2.4.1. The processor may only process Personal Data on behalf of the controller in accordance with the requirements of clause 2 and this schedule.

1. THE SCOPE, NATURE AND PURPOSE OF PROCESSING

1. The processor may process Personal Data in order to [set out how the processor may process Personal Data, the purpose of that processing and any limitations on the processing that may be undertaken]
2. THE DURATION OF PROCESSING
 1. The processor may process Personal Data for the duration of the Contract.
3. THE TYPES OF PERSONAL DATA
 1. The processor may process Personal Data of the following types:
 - a. [personal details]
 - b. [family, lifestyle and social circumstances]
 - c. [financial details]
 - d. [employment and education details]
 - e. [goods or services provided]
 - 3.2 The processor [may not process sensitive Personal Data] [may process sensitive Personal Data of the following types:
 - a. [physical or mental health details]
 - b. [racial or ethnic origin]
 - c. [religious or philosophical beliefs]
 - d. [trade union membership]
 - e. [political opinions]
 - f. [genetic data]
 - g. [biometric data]
 - h. [sex life and sexual orientation]]

4. THE CATEGORIES OF DATA SUBJECT

1. The processor may process Personal Data relating to the controller's:
 - a. [employees]
 - b. [customers and clients]
 - c. [suppliers and service providers]
 - d. [advisors, consultants and other professional experts]
 - e. [complainants and enquirers]

APPENDIX 7

COMMUNITY BENEFITS PLAN (TO BE COMPLETED WITH SUCCESSFUL BIDDERS INFORMATION)