

NORTH LONDON WASTE AUTHORITY

REPORT TITLE: ECOPARK SOUTH CONSTRUCTION CONTRACT AWARD

REPORT OF: PROGRAMME DIRECTOR

FOR SUBMISSION TO: PROGRAMME COMMITTEE

DATE: 29 JULY 2020

SUMMARY OF REPORT:

This report seeks delegated authority for the Programme Director to award and manage the EcoPark South Construction (EPSC) contract, following the submission of tenders and their evaluation by the project.

The EPSC contract is for the design and build of the new Resource Recovery Facility (RRF), EcoPark House and services/utilities associated with the site area. The RRF provides a public recycling facility and a facility to receive bulky and other waste for the extraction of recyclable material. It will support the provision of the most sustainable and effective solution for managing North London's non-recyclable waste in the future. EcoPark House is a visitor centre which will be used to provide community / education space and back up office space.

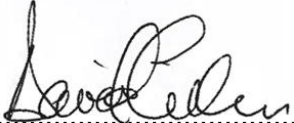
The procurement of the EPSC works has followed the Competitive Procedure with Negotiation (CPN) procedure to arrive at a clear recommendation to award the contract on the basis of the most economically advantageous tender.

The EPSC contract is an NEC4 ECC form of contract with a target cost mechanism.

The award of the EPSC contract and construction of the RRF enables the migration of waste management operations from the north of the EcoPark and the construction footprint of the Energy Recovery Facility to be accessed. Therefore, this award is critical to the success of the North London Heat and Power Project.

RECOMMENDATIONS:

The Programme Committee is recommended to delegate authority to the Programme Director to award the contract to the Tenderer identified in the Part II report and to manage the EcoPark South Construction contract.

SIGNED:  **Programme Director**

DATE: 17 July 2020

1. INTRODUCTION

- 1.1 This report seeks approval for the award of the contract for the construction of the EcoPark South project, which forms part of the works authorised by Development Consent Order (DCO) in February 2017. The works are required for the implementation of the DCO to provide a new Energy Recovery Facility (ERF) at the Edmonton EcoPark to replace the existing Energy from Waste (EfW) facility which is nearing the end of its operational life.
- 1.2 The tender process that was proposed to Authority Members in October 2019 has been implemented successfully. The project team has completed the process to plan, despite the challenges of people working remotely due to COVID-19.
- 1.3 This report provides a description of the tender process, confirms that the process was successful in achieving its aims, and makes a recommendation to award the contract to the highest scoring tenderer. A further report provided in Part 2 of the agenda contains the commercially confidential information from the procurement process to show how this recommendation was reached through the tender evaluation process and this report should be considered by Members in conjunction with the recommendation to delegate authority to award the contract.
- 1.4 A background summary of the project development to date is provided in Section 2 of this report, describing the scope of the contract works proposed, a summary of relevant decisions and outline of the procurement and delivery strategies that were agreed and followed.
- 1.5 Section 3 provides an outline programme and management arrangements for the tender process. A description of the stages of the procurement from Supplier Questionnaire to Final Tender is included in Section 4 which also confirms that the process was successful in identifying a preferred tenderer.
- 1.6 Section 5 describes project milestones that the award of the EcoPark South Construction (EPSC) works will achieve to support the overall North London Heat and Power Project (NLHPP) milestones. Section 6 describes the main risks that are taken forward with the award of the EPSC works and how they will be addressed. Section 7 looks forward at how key elements of the contract management will be undertaken by the project team and, in particular, the initial focus to ensure successful achievement of a Notice to Proceed in early 2021.
- 1.7 Members will be kept updated on progress of the works under contract through the regular Programme Director updates to Authority Meetings and Programme Committee Meetings.

2. BACKGROUND

Project Scope

- 2.1. The scope of the EcoPark South works contract comprises the construction of the Resource Recovery Facility (RRF), and EcoPark House, a visitor centre which will be used to provide community and education space and back up office space. The RRF is for the reception of waste incorporating a public Reuse and Recycling Centre (RRC) and a facility which maximises recycling extracted from bulky waste and other material.
- 2.2. The RRF will house the operations currently carried out in the Bulky Waste Recycling Centre and Fuel Preparation Plant on the EcoPark, to support the pre-treatment of waste which is too large for direct delivery to the ERF and to carry out sorting and segregation of recyclable materials, which are then bulked for onward transfer to the market.
- 2.3. The functions of EcoPark House combine a replacement for the existing premises used by the Sea Cadets under a lease of an area on the EcoPark adjoining the River Lee Navigation with new functions to provide an education and visitor centre, and the possibility of further community use.
- 2.4. The scope includes the design and construction of utilities and services infrastructure in the southern section of the EcoPark.
- 2.5. The EPSC contract includes the following social value requirements
 - 2.5.1. Provision of a minimum of 20 apprenticeships
 - 2.5.2. Provision of a minimum of 60 weeks of on-site training to individuals not previously employed in the construction industry
 - 2.5.3. Provision of practical support to NLHPP education and community engagement initiatives

Summary of Decisions to Date

- 2.6. The Development Consent Order (DCO) was granted for the North London Heat and Power Project (NLHPP) in February 2017.
- 2.7. A delivery strategy for the NLHPP was presented to Authority Members in December 2017 which allocated consented works in the DCO into work elements and packages. Package E3 Resource and Recovery Facility (RRF) comprised the construction of the RRF and clearance of the northern area.
- 2.8. At the meeting on 22 July 2019 Authority Members were presented with plans to procure the Resource Recovery Facility (RRF) and EcoPark House in a single design and build contract entitled EcoPark South Construction. This construction package also included the utility works in the southern area of the EcoPark.
- 2.9. Members received a report at the Authority Meeting on 3 October 2019 which sought delegated authority for the Programme Director to procure the construction

of the EcoPark South Construction work, as a single contract that would cover the Resource Recovery Facility (RRF) (including the Reuse and Recycling Centre), EcoPark House and the associated infrastructure works and utilities. Members gave their authority as recommended.

- 2.10. At the meeting on 11 May 2020 Authority Members delegated to the Programme Director authority to procure an Owner Coordinated Insurance Programme (OCIP) to provide cover for the EcoPark South works. Tenders were received on 10 July 2020 and are currently in evaluation.
- 2.11. Since authorisation to proceed with procurement in October 2019 the project team have completed the procurement exercise and are now ready to move into the award and management of the design and build contract. The project is scheduled to make the award on the 11 August 2020 and the tenderers are prepared to start on 1 September 2020 pending a contract signature.

Delivery Strategy

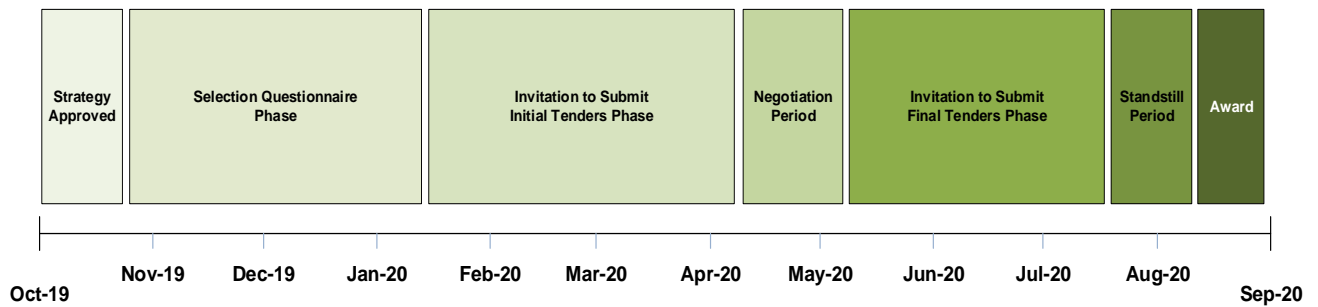
- 2.12. The authorised approach is a two-stage design and build contract. The recommended approach was designed to maximise market interest in the procurement, achieve an outcome which meets the Authority's requirements, and allow detailed management of costs. The proposed form of contract would provide for a target cost to be set at the point of entering into the contract, and the contract would contain incentives for the contractor to remain within that target cost when carrying out design during the first stage of working.

Procurement Strategy

- 2.1. The authorised approach was a Competitive Procedure with Negotiation (CPN).
- 2.2. The CPN process required that interested contractors first respond to a Selection Questionnaire (SQ) to determine their technical ability and expertise, financial standing and compliance with legal requirements prior to being invited to submit an Initial Tenders. Following the submission and evaluation of the Initial Tenders there was one round of negotiation prior to submission of a Final Tender.
- 2.3. This procurement procedure provided the project team with the ability to negotiate with the Tenderers. The CPN process enabled the project team to refine their project requirements based on information received from the Tenderers during the negotiation period. Tenderers were then able to further improve their tenders and update their tendered prices prior to submitting their final tenders.

3. MANAGEMENT OF THE PROCUREMENT PROCESS

- 3.1. The figure below shows the stages of the procurement process and the timeline that has been followed:



3.2. The EPSC project team was led by a project manager and resourced from the Authority's advisors responsible for project and programme management, technical, legal and planning advice. The team included individuals with experience in public procurement or involvement in similar scale construction project procurement events.

4. DESCRIPTION OF THE PROCUREMENT PROCESS AND CONCLUSIONS

Conclusion

- 4.1. The CPN process was followed as planned and proved successful in attracting credible Tenderers who provided good quality responses and competitive prices within the budget provided to Members at the Programme Committee on 3 October 2019. The negotiation period was constructive and resulted in improvements in the quality of submissions and refinement of prices.
- 4.2. The procurement activity has been carried out on time with all parties managing to work under COVID-19 restrictions since March. Despite the need to work remotely everyone has been able to provide the information required on time and carry out conclusive evaluations. Where face to face meetings had been planned both in the evaluation team and with Tenderers in negotiation, these meetings have been successfully carried out by video conference.
- 4.3. Final tenders were received from two Tenderers.
- 4.4. Following completion of the evaluation of the Final Tenders, all Tenderers are deemed to have submitted compliant Tenders and have scored above the minimum quality requirements set out in the Instructions to Submit Final Tenders (ISFT).
- 4.5. The recommended Tenderer's price is within the budgetary allowance taking into consideration the allowance for Authority-held risk under the contract. The project team is now ready to proceed with the award of the contract to the highest scoring Tenderer.

Selection Questionnaire

- 4.6. The SQ placed strong emphasis on previous experience and technical ability of the Tenderer. Demonstration of health and safety was of key importance to confirm the Tenderer's ability to deliver to the Authority's Safety-First requirements. Experience of collaborative working and with clients to develop design prior to construction on site (known as Early Contractor Involvement) was requested to validate that the candidate has experience in delivering the intended value during the pre-construction period.
- 4.7. Blacklisting was added as a bespoke question of the Authority on a Pass / Fail basis to assess Tenderers compliance with the Employment Relations Act 1999.
- 4.8. The Authority received responses to the SQ from two organisations. Both organisations passed the SQ and were invited to participate in the Initial Tender, Negotiation and Final Tender Phases of the procurement process.

Initial Tenders

- 4.9. The Invitation to Submit Initial Tenders (ISIT) was issued on 13 January 2020. Tenderers were asked to submit responses to a series of Method Statement Questions. Tenderers were also asked to complete the Activity Schedule Template which was then used to evaluate the prices of the Initial Tenders.
- 4.10. Each Tenderer returned their Initial Tender on or before the Initial Tender submission deadline of 20 March 2020. The tenders were assessed by the team and feedback was given to each Tenderer on the quality sections of their submission.
- 4.11. Tenders were evaluated by applying the following award criteria in order to enable the Authority to determine the most economically advantageous offer:
 - 4.11.1. Quality: 50%
 - 4.11.2. Price: 50%
- 4.12. The Quality evaluation weightings reflected the criteria deemed important to successfully achieve the project's key objectives.

Tender Clarification and Initial Evaluation

- 4.13. During the initial tender period Tenderers could request clarifications, and several were received.
- 4.14. A tender clarification was raised in relation to the Integrated Odour Control and Ventilation System (IOVS) to be installed in the Recycling and Fuel Preparation Facility (RFPF). The clarification asked the project team to consider defining the odour load that the system would be required to be designed and built to so that a competitive proposal could be provided.
- 4.15. The tender clarification request was reviewed by the project team including the technical advisors who concluded that further information would be provided for the

odour loading requirements. Pending the availability of this information tenderers were given a provisional sum to assume when submitting their tender.

- 4.16. The outcome of the Initial Tender evaluation period provided individual feedback to each Tenderer and enabled the process to proceed into the Negotiation Period.

Negotiation Period

- 4.17. The Negotiation Period involved structured negotiation sessions between each Tenderer and the project team to allow areas in the Initial Tenders that impacted on price and risk to be discussed, negotiated and clarified.
- 4.18. It provided opportunity for the Tenderers to suggest ways of enhancing the performance of the Works or delivering the Works in a more efficient manner by reference to specific areas of the Client's Requirements. The Negotiation Period additionally provided the evaluation team with an opportunity to understand the Tenderer's design intentions on how they would meet the Client's Requirements.
- 4.19. The discussions were confined to limited negotiation topics identified by the project team and the proposed amendments set out in the Tenderer's Initial Tender.
- 4.20. As intended the negotiation process identified several common topics which presented opportunities for the project team to adjust its requirements to enable improved tenders.
- 4.21. Following the negotiation sessions contract changes were made in the areas described below, which were identical in the Invitation to Submit Final Tender issued to all Tenderers.
- 4.22. In consideration of the risk from Coronavirus, the Tenderers raised concerns over their ability to competitively price for the uncertainty of the impact of the coronavirus during their contract period. Since the issue of the ISIT, new Coronavirus related legislation has been introduced and guidance on 'social distancing' has been created by Public Health England as well as guidance from the Construction Leadership Council.
- 4.23. The Tenderers were requested to submit their Final Tender to incorporate in the Estimated Total of the Prices the cost implications of performing the Works in accordance with the requirements of the Public Health England guidelines, the Construction Leadership Council Site Operating Procedures and the United Kingdom government guidance entitled "Working safely during COVID-19 in construction and other outdoor work" each issued in response to the Coronavirus which are current on 13 May 2020 being the date the Authority issued this ISFT.
- 4.24. Changes were made on the following commercial matters that aligned the risk sharing between the Authority and the Tenderer to where it is best managed and provide value for money to the Authority.
- 4.25. The response to the COVID-19 risk was addressed a risk beyond either party's control and the approach was fair in line with Construction Leadership and Treasury Guidance

- 4.26. Changes were made to the following technical scope to further optimise value to the Authority and refined technical specifications.
- 4.26.1. Specification for Tipping Hall Base Slab
 - 4.26.2. A summary table of licences and permits to be obtained by the client
 - 4.26.3. Mandatory sustainability requirements
- 4.27. The conclusion of the negotiation period was that updated tender documents would be issued to all Tenderers.

Final Tenders

- 4.28. The Invitation to Submit Final Tenders (ISFT) was issued on 13 May 2020. Tenderers were asked to submit updated responses to the Method Statement Questions by 10 June 2020
- 4.29. Tenderers were also asked to complete an updated Activity Schedule Template which was then used to evaluate the prices of the Final Tenders. Each Tenderer returned their Initial Tender on or before the Initial Tender submission deadline of 10 June 2020
- 4.30. Additional moderation topics were evaluated in the Final Tender stage relating to:
- 4.30.1. Health, safety and welfare, with a planned site visit that was replaced by a video conference call and
 - 4.30.2. Collaborative Behaviours, with a planned workshop that was replaced by a video conference call.
- 4.31. The tenders were evaluated and moderated by the team on time. A summary of the final moderated scores and their breakdown is provided in the report for Part 2 of the meeting.
- 4.32. The Final Tenders were evaluated by applying the 50% Quality, 50% Price award criteria.
- 4.33. Tenderers improved their overall quality score at the ISFT stage and met the minimum quality threshold.
- 4.34. Tenderers were invited to make amendments to the contract for evaluation.
- 4.35. With the conclusion of the assessment of final tenders the project is ready to move forward into the design, build and commission phase with the highest scoring Tenderer.

5. PROGRAMME MILESTONES

- 5.1. The procurement stage milestones have been achieved and the next planned step is notification to award the contract on the 31st of July pending the decision at the Programme Committee on the 29th July. The further milestones included in the contract comprise:

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| 5.1.1. | End of Standstill Period and Contract Award | 11 August 2020 |
| 5.1.2. | Contract Start Date | 1 September 2020 |
| 5.1.3. | Start of Stage One | 2 September 2020 |
| 5.1.4. | Notice to Proceed | 25 January 2021 |
| 5.1.5. | Start of Stage Two | 26 January 2021 |
| 5.1.6. | Completion of the Works | 4 August 2022 |
| 5.1.7. | Completion of the operations transfer period | 4 November 2022 |
- 5.2. The completion of the works on 4 August 2022 was specified in the invitations to tender and is based on the project team's estimate of time needed to complete the works considering the status and forecast of other works that precede it.
- 5.3. The completion of the EcoPark South Construction works enables the current waste management operations in the north of the EcoPark to be transferred to the new RFPF. This releases the footprint for the building of the Energy Recovery Facility.

6. KEY RISKS

- 6.1. The following are the key Authority-retained risks that will continue to be managed by the team in collaboration with the Contractor:
- 6.1.1. The impact of COVID-19 in stage two
 - 6.1.2. Unidentified ground conditions, utility services and subterranean obstructions
 - 6.1.3. Design amendments required in order to meet changing future operational conditions
 - 6.1.4. Schedule impact and design amendments due to other NLHPP projects
 - 6.1.5. Actions required in order to maintain waste operations at the EcoPark
 - 6.1.6. Delays arising from adverse weather conditions
 - 6.1.7. Changes to the waste to be managed within the facility
 - 6.1.8. Future changes in law
- 6.2. Risks are maintained within a project risk register and updated monthly at a risk workshop attended by members of the project team. Each risk is assigned a probability and an impact score and assigned mitigating actions with an owner and next review date. Risks are retired from the register when no longer considered a threat and new risks are added if identified by the project team. cost/commercial and design management During Stage 1 of the Contract

7. COST/COMMERCIAL AND DESIGN MANAGEMENT DURING STAGE 1 OF THE CONTRACT

Introduction

- 7.1. The design and build of the works are to be delivered through a two-stage process. During stage one the experience of the contractor and its supply chain is employed in:
- 7.1.1. fully developing the design,
 - 7.1.2. mitigating remaining risks including interaction with other NLHPP projects,
 - 7.1.3. and exploring further efficiencies.
- 7.2. In stage one project systems for management of health and safety, environment and quality are established alongside detailed plans for the project's social benefit programme. On successful completion of these milestones a notice to proceed to stage two will be issued.
- 7.3. During stage two the contractor will start work on site and undertake the construction works that lead to the commissioning and bringing the facilities into operation.
- 7.4. The project team structure that has managed the procurement will be taken forward to the management of the works with continuity of people and advisor organisations. Project delivery plans will be updated to meet the next set of objectives which include the safe delivery of the work through collaborative working with the Contractor, EcoPark operator and third parties.
- 7.5. The project team will not only deliver the facilities but also the social value outcomes enabled by their construction.
- 7.6. The project team's focus now changes from procurement and reaching an award of contract, to working with the Contractor towards an agreement to proceed with stage two.
- 7.7. Two areas of key focus for the project team are described in this section of the report.

Cost and Commercial Management

- 7.8. The tendered price (known as the Total of the Prices in the NEC4 ECC contract) represents the 'target cost' procured through the competitively tendered procedure. Once in contract, there are multiple commercial activities to be progressed during stage one that are likely to adjust the target cost prior to the Notice to Proceed, and before commencing the stage two. The two significant activities relate to Contractor price adjustments and Client adjustments for stage two working under COVID19 guidance.
- 7.9. To assess these commercial activities and adjust the price, the contract defines how the Contractor provides a detailed breakdown of costs, accompanied by

comprehensive supporting documentation and narrative justifying any variance of cost on the Activity Schedule. This will include, but not be limited to:

- 7.9.1. Any variation on the works price, whether subcontracted or directly delivered, must be substantiated through demonstration of the Contractor having undertaken a competitive tendering or market testing process. No less than three quotations must be provided for to demonstrate how the cost has varied;
- 7.9.2. Any variance on risk must be demonstrated through assessment of the Early Warning Register and output of joint risk mitigation workshops;
- 7.9.3. Any variance on construction management hours and /or rates must be demonstrated through the submission of a revised organogram with justification of why this has been revised with a clear explanation of the variance;
- 7.9.4. Any variance on design time must be justified through benchmarking outputs delivered in stage one and comparing to outstanding outputs required in stage two;
- 7.9.5. Any variance on plant and materials costs substantiated through demonstration of the Contractor having undertaken a competitive tendering or market testing process; and
- 7.9.6. Any variance caused through design development must be supported with narrative providing detail of why the Contractor has selected this approach and how this continues to provide best value for the Client.

Contract Adjustments

- 7.10. During stage one, the Contractor will operate a live, , pricing schedule which is visible to the Client project team. The schedule will be progressively refined as the design, programme and risk register are developed. This is to ensure there are no surprises at the end of the stage one and will prevent any issues at Notice to Proceed. During this period, the Contractor also provides a monthly cost report with narrative detailing any changes to the forecast.
- 7.11. The project's approach is to ensure that any change to the target cost and forecast will be fully transparent between the Contractor and Client teams throughout the stage one, thereby ensuring the reasons for that change are understood and all governance and design assurance completed. The live open book environment will ensure that the project can act early to deal with factors and issues that may cause the price to rise. This will be achieved through:
 - 7.11.1. Collaborative working arrangements underpinned by co-location and open book principles. Issues are freely discussed when they become apparent;
 - 7.11.2. Communication protocols which provide methods of communicating change through the project's shared document management platform;
 - 7.11.3. Weekly meetings to discuss the current prices and key issues;

- 7.11.4. Using the Early Warning Process to identify and resolve issues which arise and may threaten the price and programme;
 - 7.11.5. Regular risk review undertaken as the design develops and more information becomes available; and
 - 7.11.6. Open Book quotation process, with information available to project team and contractor teams through the project's shared document management platform.
- 7.12. The pricing process will also help to identify the need for value engineering to challenge price rises brought about by design development, with the opportunity to look for savings elsewhere in order to mitigate the impact on the overall price. Value Engineering and Efficiency workshops will be regularly held during the stage one and the outputs from those workshops will be captured within the developing price.
- 7.13. At the end of stage one and prior to the Notice to Proceed, the Contractor submits a price (an updated target cost) having developed the design, validated the construction programme and progressed with subcontractor procurement.

Contract Adjustments for stage two working under COVID-19 guidance

- 7.14. COVID-19 impacts anticipated in stage two have not been priced or programmed within the Contract. Prior to Notice to Proceed, these impacts will be assessed as a single Compensation Event. Under the NEC4 ECC contract a Compensation Event entitles the Contractor for compensation with the addition or reduction in their price and or time to complete the works. The contract provides a 'set of rules' defining the process for capturing the COVID-19 impacts to avoid a repricing scenario.
- 7.15. The contract has been drafted to ensure the COVID-19 related costs are constraints to allow only certain costs. The project team will follow the rules set out in the contract to reach agreement with the Contractor.
- 7.16. The programme effects of potentially less efficient working through social distancing in stage two will also be agreed. This will be achieved through collaborative planning sessions with the Contractor.
- 7.17. Diligent contract administration by the project team will be essential to ensure that the Authority's position is protected, and to also provide for a collaborative working relationship whereby both parties fully complying with the contractual requirements.
- 7.18. Cost management and cost verification processes will be established early with the Contractor to set out how costs will be validated on a monthly basis. Any variations will be quantified and benchmarked against the price (Total of the Prices as defined in the NEC4 ECC contract).
- 7.19. Project controls requirements will be promptly established with the Contractor to accurately track cost and schedule performance.

- 7.20. The assessment of impacts from the COVID-19 pandemic will be managed collaboratively with the Contractor in line with Government guidance with traceability of costs and mutual understanding of how costs will be managed.
- 7.21. The commercial management process will control the allowable price adjustments made during the development of the detailed design.
- 7.22. The Provisional Sums currently included in the contract will be resolved as the design develops and prices to be included in the target cost will be agreed on an open book basis.

Design Development and Finalisation

- 7.23. During stage one the Contractor develops their designs using their expertise and submits them for review and acceptance by the project team. The team will scrutinise the designs for quality against the contract technical requirements. The project design assurance process governs the management of the process through a series of design gateways, ensuring that the design performs as specified and has not crept to cause increases in cost.
- 7.24. The team will work closely with the Contractor to help them understand the design intent as expressed through the technical requirements so that they can use the opportunity to develop the design to maximise its value to the Authority. This knowledge transfer is key to success.
- 7.25. To ensure that the Authority can control and influence the development of the design, and achieve the project's design intent, the following procedures have been incorporated into the contract.
- 7.26. No design assumption should be made that knowingly will increase the risk profile, price or schedule. The Contractor adopts an open and transparent culture specifically relating to design assumptions.
- 7.27. If a departure or deviation from a design standard is to be considered, as the result of an innovative solution, optioneering or the benefit of the whole life value for money solution, these are to be presented to the Authority for approval before any procurement, manufacturing or construction works commence, with no exceptions. A list of standards deviations will be maintained by the Contractor and made available for reference in shared document management platform.
- 7.28. The production of all technical and designs solutions must be in accordance with the relevant project, national or international standards. The Contractor is responsible for identifying the relevant standards for preparing the design.
- 7.29. The Contractor and the Authority's project team shall conduct a gateway review at the end of stage one and before the commencement of any construction or demolition works on Site. The gateway review process may comprise several interim gateway reviews throughout stage one. Each interim gateway review shall relate to a specific item of the works.
- 7.30. The purpose of the gateway review is to afford the Authority an opportunity, prior to the commencement of construction works to:

- 7.30.1. review and comment upon the Contractor's proposed design solution for the works together with the Contractor's justification as to why such proposed design offers the best design solution for the Authority;
 - 7.30.2. review and comment upon the Contractor's design proposals for construction such that construction works can proceed;
 - 7.30.3. review and comment upon the Contractor's design detail that potentially affects the commissioning, operation and maintenance of the works;
 - 7.30.4. confirm the presence and status of all required licences;
 - 7.30.5. propose any variations to the works of which it wishes to determine prior to a Notice to Proceed.
 - 7.30.6. optimise with respect to cost, buildability, operational efficiency and elimination / mitigation of health and safety risk;
 - 7.30.7. check that all interfaces with other packages have been considered.
- 7.31. If interim gateway reviews are undertaken, a wrap-up gateway review comprising all elements of the interim gateway reviews for final sign-off shall be undertaken as part of the design. The purpose of the 'wrap-up' gateway review shall be to demonstrate that all interim gateway reviews design related actions are complete, and shall verify that all assumptions, interdependencies and impacts adopted for each interim gateway review have been accommodated in the design.
- 7.32. During stage one the Contractor develops their designs using their expertise and submits for review and acceptance by the project team. The team will scrutinise the designs for quality against the contract technical requirements. The project design assurance process governs the management of the process through a series of design gateways, ensuring that the design performs as specified and has not crept to cause increases in cost.
- 7.33. The team will work closely with the Contractor to help them understand the design intent as expressed through the technical requirements so that they can use the opportunity to develop the design to maximise its value to the Authority. This knowledge transfer is key to success.

Interface and Schedule Validation

- 7.34. The Contractor submitted a tender programme which shows how they intend to complete the works on time. The works are dependent on a number of interfaces with third parties and other NLHPP projects, and the timing of these will be updated with regular forecasts to validate the Contractors programme so that it can be accepted.

8. EQUALITIES IMPLICATIONS

- 8.1. The RRF and EcoPark House have been designed to be accessible to all, including people with disabilities and reduced mobility. It sits within a strategic masterplan which also facilitates disabled access across the Edmonton EcoPark site.

- 8.2. The Equality Act 2010 requires reasonable provision to be made for access to a building and use of facilities within a building. For buildings used for the provision of a service or employment, this gives disabled people important rights of access to everyday services. This Act has formed the basis of the approach to RIBA stage 2+3 design for the RRF and EcoPark House. However, the Equality Act is not prescriptive in terms of designing the built environment, so the design guidance in the Building Regulations Approved Documents has been used as the base line standard.
- 8.3. Some examples of accessibility across the EcoPark site are:
- 8.3.1. Distributed accessible parking spaces across the site (at the southern entrance, adjacent to EcoPark house, within the central carpark and adjacent to the ERF office staff entrance to the north).
 - 8.3.2. Step free access across the EcoPark site from each building main entrances.
 - 8.3.3. Covered seating incorporated into the accessible pedestrian walkway route from the EcoPark house towards the ERF main entrance at multiple points.
 - 8.3.4. Accessible signage and wayfinding principles have been incorporated into a site wide signage and wayfinding design and application guidelines.
 - 8.3.5. Accessibility considerations for the RRF and EcoPark House building include incorporation of step free access, spaces designed to allow for wheelchair manoeuvring, and the specification of material has included requirements for colour contrast strips, non-slip requirements, lighting and acoustics colour contrasts to aid visibility.

9. COMMENTS OF THE LEGAL ADVISOR

- 9.1. The Legal Adviser has been consulted in the preparation of this report. Comments have been incorporated and detailed legal comments are contained in the report on this topic in Part II of this Agenda.

10. COMMENTS OF THE FINANCIAL ADVISOR

- 10.1. The Financial Adviser has been consulted during the preparation of this report and all comments have been incorporated

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