

DATED

DEVELOPMENT AGREEMENT

between

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

NORTH HERTFORDSHIRE HOMES LTD

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THIS AGREEMENT is dated

PARTIES

- (1) The parties to this Development Agreement (**DA**) are:
- (2) NORTH HERTFORDSHIRE DISTRICT COUNCIL of Council Offices, Gernon Road, Letchworth Garden City, SG6 3JF (**The Council**).
- (3) NORTH HERTFORDSHIRE HOMES LIMITED companies house registration number 04417896 of Rowan House, Avenue One, Letchworth Garden City, Herts, SG6 2WW (**NHH**).

1. BACKGROUND

- 1.1 The Council and NHH have agreed to work together on the project detailed in Annex A to this DA (**Project**).
- 1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This DA sets out:
 - (a) the key objectives of the Project;
 - (b) the principles of collaboration;
 - (c) the governance structures the parties will put in place; and
 - (d) the respective roles and responsibilities the parties will have during the Project.

2. KEY OBJECTIVES FOR THE PROJECT

- 2.1 The parties shall undertake the Project to achieve the key objectives set out in Annex A to this DA (**Key Objectives**).
- 2.2 The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in the Annex AE to this DA.

3. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this DA to ensure that activities are delivered and actions taken as required;

- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this DA;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this DA in Annex B;
- (g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this DA. In particular the parties agree to make the contributions detailed in Annex D to this DA; and
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

4. PROJECT GOVERNANCE

4.1 Overview

The governance structure defined below provides a structure for the development and delivery of the Project.

4.2 Guiding principles

The following guiding principles are agreed. The Project's governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with Project scope and each Project stage (and may therefore require changes over time);

- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the Project governance arrangements set out in this DA.

4.3 Sponsors’ Oversight Arrangement

- (a) The **Sponsors’ Oversight Arrangement** provides overall strategic oversight and direction to the Project. This group will consist of:

The Council: Chief Executive

NHH: Chief Executive

- (b) The Sponsors’ Oversight Arrangement shall be managed in accordance with the terms of reference set out in Annex CC to this DA.

4.4 Technical Officers Group

- (a) The Technical Officers Group will provide strategic management at Project and workstream level. It will provide assurance to the Sponsors’ Oversight Arrangement that the Key Objectives are being met and that the Project is performing within the boundaries set by the Sponsors’ Oversight Arrangement.
- (b) The Council covenant that the project manager on behalf of the Council will be informed by the project board of the Council as required by the Council’s project management framework
- (c) The Technical Officers Group consists of representatives from each of the parties. The Technical Officers Group shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Technical Officers Group. The core Technical Officers Group members are:

NHDC BUILDING SURVEYOR

NHDC ESTATES SURVEYOR

NHDC NOMINATED PROJECT MANAGER

NHH

NHH.....

The Technical Officers Group shall meet monthly.

4.5 Reporting

Project reporting shall be undertaken at three levels:

- (a) **Technical Officers Group:** Minutes and actions will be recorded for each Technical Officers Group meeting. Any additional reporting requirement shall be at the discretion of the Technical Officers Group.
- (b) **Sponsors' Oversight Arrangement:** Reporting shall be as and when required, based on information from the Technical Officers Group highlighting issues being managed; issues requiring help (that is, escalations to the Sponsors' Oversight Arrangement).
- (c) **Organisational:** the Technical Officers Group members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Technical Officers Group before being issued.

5. ROLES AND RESPONSIBILITIES

5.1 The parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	The Council	NHH
Consult the community association and other stakeholders on the design of the new community centre and associated landscaping	Lead	Assure
Consult residents, shopkeepers, and stakeholders on the new designs prior to submitting a planning application.	Assure	Lead
Design and obtain planning consent for a new community centre and associated landscaping works to be provided in the existing community centre and garage area off Hine Way, Hitchin	Lead	Assure
Obtain planning consent for and then execute the regeneration of the area at John Barker Place currently occupied by the shops, maisonettes, garages, multi-	Assure	Lead

use games area (MUGA) and play area.		
The construction of 39 units of affordable housing as set out in Annex A, or as otherwise permitted by any planning consent obtained in relation to this site.	Assure	Lead
The construction of two new shops, a supermarket and take-away, that would replace the existing units and be built at the corner of John Barker Place and Mattocke Road, subject to obtaining satisfactory planning consent	Assure	Lead
The provision of parking for the new homes, subject to obtaining satisfactory planning consent	Assure	Lead
The provision of increased parking surrounding the shops as well as adequate parking for residents and visitors, subject to satisfactory planning consent	Assure	Lead
The provision of a new play area adjacent to the new houses, subject to satisfactory planning consent	Assure	Lead
Should the planning application required by this project be successful, NHH will transfer its interest in the community centre and garage area (see Annex F) to North Hertfordshire District Council for the sum of £1,	Assure	Lead

subject to Homes and Communities Agency consent for this transfer		
Provide funding for the construction of the new community centre and landscaping of surrounding area of no more than £1,327,000.00	Assure	Lead
Deliver new community centre and associated improvements to the garage area.	Assure	Lead
Provide remaining subsidy funding for the whole regeneration project – the sources of this subsidy to include four units as off-site provision in lieu of affordable housing at St Andrews House, Hitchin, the provision of this subsidy funding shall be subject to obtaining satisfactory planning consent	Assure	Lead
Undertake a joint procurement exercise in accordance with clause 8 of this DA for the organisation, management and implementation on the construction of the entire project as set out on the plan. Incorporating the Royal Institute of British Architects RIBA plan of works stages A to H. Such procurement shall be for the implementation of stages J, K and L of the RIBA plan of works	Assure	Lead

Produce specification for the new Multi Use Games Area	Lead	Assure
Relocate the existing Multi-Use Games Area to a location adjoining the new community centre to provide better youth provision associated with the use of the new community centre	Assure	Lead
Allocate grant funding of £1,096,000 for the provision of affordable housing, subject to other regulatory requirements	Lead	Assure

5.2 For the purpose of the table above no individual role or responsibility defined therein presupposes that planning permission will be granted by the Local Planning Authority for any permission that is necessary for the Project to proceed.

5.3 For the purpose of the table above:

Lead: the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;

Assure: the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

5.4 Within 3 months of the completion of this DA, the parties shall produce a timetable for each of the activities relating to the Project as set out in Table 5.1.

5.5 Within 3 months of the completion of this DA the party with the lead role for any aspect of the Project shall develop a delivery plan for that part of the Project which shall identify the following:

- (a) the key milestones for the delivery of the Key Objectives;
- (b) what employees (other than employees identified in this DA) will be required to work on the project;

Each delivery plan must be approved by the Technical Officers Group prior to being implemented.

6. ESCALATION

6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this DA, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Technical Officers Group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Technical Officers Group within 30 days, the matter may be escalated to the Sponsors' Oversight Arrangement for resolution.

6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Technical Officers Group (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Technical Officers Group (or its nominated representatives).

7. INTELLECTUAL PROPERTY

7.1 The parties intend that notwithstanding any secondment any intellectual property rights created in the course of the Project shall vest in the party whose employee or agent created them (or in the case of any intellectual property rights created jointly by employees or agent of both parties in the party that is lead party noted in clause 5 above for the part of the project that the intellectual property right relates to).

7.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

8. PROCUREMENT & IMPLEMENTATION

8.1 NHH covenant that they shall undertake Royal Institute of British Architects (RIBA) plan of works for stages to A-H for the entire project other than the design of the community centre and shall undertake the procurement for the implementation of RIBA stages J-L. For reference, a table showing the RIBA Plan of Works is attached as Annex D.

8.2 The procurement that shall be undertaken in accordance with clause 8.1 shall be a joint procurement on behalf of the Council and NHH. Both parties acknowledge that the Technical Officer's Group shall be responsible for this procurement

8.3 NHH shall indemnify the Council for all costs and expenses arising out of the procurement for RIBA stages J-L required by this clause.

9. TERM AND TERMINATION

9.1 This DA shall commence on the date of signature by both parties, and shall expire on completion of the Project

9.2 Either party may terminate this DA by giving at least three months' notice in writing to the other party at any time.

10. VARIATION

This DA, including the Annexes, may only be varied by written agreement of the Sponsor's Oversight Arrangement.

11. WESTMILL COMMUNITY ASSOCIATION

11.1 The Council covenant that they shall require the Westmill Community Association who are the current tenants of the existing community centre to enter into negotiations with the Council for a new lease of the new community centre that shall be constructed pursuant to the project

12. CHARGES AND LIABILITIES

12.1 Except as otherwise provided, NHH shall reimburse the Council for all costs, liabilities and expenses incurred in complying with its obligations under this DA other than the contributions specified in the schedule.

12.2 If this DA is terminated prior to the completion of the project objectives NHH confirm that they shall reimburse the Council for all costs incurred by the Council in the execution of this agreement up to the point of termination of this DA and all costs incurred by the Council arising from the termination of this DA.

13. STATUS AND ARBITRATION

13.1 This DA is intended to be legally binding. The parties enter into the DA intending to honour all their obligations.

- 13.2 Except as otherwise provided in paragraph 6.1, any dispute arising out of or in connection with this DA, including any question regarding its existence, validity or termination, or the legal relationships established by this DA, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause.
- 13.3 This clause shall be without prejudice to the rights of any party to seek any injunctive or similar relief from the courts to protect its Intellectual Property, confidentiality obligations or other rights of any description.
- 13.4 Each party acknowledges that in entering into this DA it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this DA.
- 13.5 Each party agrees that its only liability in respect of those representations and warranties that are set out in this DA (whether made innocently or negligently) shall be for breach of contract.
- 13.6 Nothing in this clause shall limit or exclude any liability for fraud.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that they shall not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the Business or affairs covered by this DA which may have or may in future come to its knowledge and shall use his reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

15. GOVERNING LAW AND JURISDICTION

This DA shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

16.

Signed for and on behalf of North
Hertfordshire District Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of North
Hertfordshire Homes Limited

Signature:
Name:
Position:
Date:

CONTACT POINTS

The Council

Name:
Office address:
.....
Tel No:
E-mail Address:

NHH

Name:
Office Address:
.....
Tel No:
E-mail Address:

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Annex A. The Project

Project overview

The Regeneration of John Barker Place by the construction of new housing units and shopping facilities and furthermore the provision of a new community centre and play area at the current site. More particularly set out on the attached plan. The following Key Objectives shall be subject to minor variations that may arise as a result of the requirements of the Local Planning Authority

The Key Objectives

- a. The construction of 39 units of affordable housing to include the following tenure types:

Type	Tenure	Number
2 Bed House	Social Rent	15
2 Bed Flat	Social Rent	6
1 Bed Flat	Social Rent	2
2 Bed Flat	Intermediate Market Rent	16
Total:		39

- b. The construction of two new shops, a supermarket and take-away, that will replace the existing units and be built at the corner of John Barker Place and Mattocke Road.
- c. The provision of parking for the new homes that will be constructed on site.
- d. The provision of increased parking surrounding the shops as well as adequate parking for residents and visitors.
- e. The provision of a new informal play area adjacent to the new homes that shall consist of no less play value than the existing play area of a Local Equipped Area of Play as defined by the Council's Outdoor Play Provision Action Plan.
- f. To ensure that for the duration of the project there will always be a Multi Use Games Area for residents to use, whether that is the existing Multi Use Games Area or the new Multi Use Games Area.
- g. The delivery of a new community centre with associated landscaped areas.

The existing position and contributions already made

1. The Council confirms that it has procured an architect to design a new community centre at the date of this agreement.

Annex B. Information Sharing Protocol

Information Sharing Protocol

The purpose of sharing information is to enable NHDC and NHH to have as full a picture as possible of the performance of the obligations contained in this development agreement, while avoiding duplicate information requests.

This protocol sits in the context of relevant law, duties and codes of practice. Nothing in it can override each organisation's obligations to respect where information is confidential, or where it has been provided on the understanding that it will not be shared further; similarly, nothing in this protocol should prevent either body from providing information to other parties (such as professional regulators) where appropriate.

How information will be shared

(i) Systematic sharing of information

Both parties will share information with the other on all matters concerning the performance and implementation of the Key Objectives of the Project. This will be done in the following ways.

Initial Project Delivery:

Following confirmation between the parties of the project delivery plans required by the Development Agreement, each party will provide the other with relevant and appropriate information as agreed between the two bodies.

Such information shall include all information that is necessary to ensure that the parties are able to input to their satisfaction into the technical specification that shall be provided to bidders before the procurement commences for the delivery the Key Objectives of the Project. This will be done through the Technical Officers Group and by the deadlines set out in the relevant project delivery plan.

NHDC will notify NHH whenever it intends to take any review of the performance of any of the Key Objectives in the Development Agreement. This will be done through The Technical Officers Group, and will enable NHH to input to the process to the extent that is agreed in each case.

(ii) Ad hoc sharing of information

NHDC and NHH will use the Technical Officers Group for regular updates and sharing of information. The information to be shared will include any issues which may affect provision of the Key Objectives of the Project.

Annex C. Sponsors' Oversight Arrangement terms of reference

- **Remit:**
 - overall strategic oversight and direction to the Project.
- **Decision-making:**
 - named individuals.
 - Each party shall have 1 vote decisions shall be made by simple majority.
- **Meetings:**
 - frequency: As and when required
 - quorum: 2
 - premises: As required
 - notice: 1 week

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Annex D. RIBA Plan of Works Key

RIBA Work Stages

	RIBA Work Stage (Common name)	People involved	Purpose of work and decisions needed	Tasks to be undertaken
PREPARATION	RIBA Stage A Appraisal (Briefing)	All client interests, architect/ lead designer (depending on procurement route)	Identification of Client's requirements and any possible constraints on development. Preparation of studies to enable the Client to decide whether to proceed and to select the probable procurement method. The latter is a particularly important decision, as it will determine the way in which project resources, responsibilities and risks are apportioned between the Client and its consultants and contractors.	Set up project steering group or equivalent and identify the vision and key performance indicators (KPIs) for the project. Consider funding and procurement route—BSF, Academy, DfES bid, LEA resources, school, other agencies. Traditional contract: Submit funding bid to DfES Appoint Design Team PFI/BSF contract: Prepare option appraisals Submit outline business case (OBC) Obtain OBC approval Fix budget for project Advertise in OJEU Partnering contract: Advertise for and select partnering contractor Develop scheme with client and contractor to determine budget Appoint design advisor, education expert and design champion. Set up Client organisation for briefing
	RIBA Stage B Preparing Strategic Brief	Client's representatives, consortium/ partnering team members, architects, engineers and QS according to the nature of the project.	Preparation of general outline of requirements and planning of future action on behalf of, the client with client confirming key requirements and constraints. Identification of procedures, organisational structure and range of consultants and others to be engaged for the project. The strategic brief is a key output from this stage and becomes the clear responsibility of the client.	Studies of user requirements, site conditions, planning, design and cost etc, as necessary to reach decisions Monitor performance against the vision and KPIs for the project. LEA prepares accommodation schedules in consultation with schools. Traditional contract: Sketch design proposals Cost check against budget Prepare final detailed brief. PFI/BSF contract: Select shortlist of bidders. Prepare ITN and issue to bidders Receive bids from bidders Evaluate sample designs (BSF) Evaluate and select Preferred Bidder Partnering contract: Decide Partnering Programme (workshops etc.) Cost check against budget

DESIGN	RIBA Stage C Outline proposals Stage C begins when the architect's brief has been determined in sufficient detail (Sketch plans)	All client interests, consortium/partnering team members, architects, engineers, QS and specialists are required.	Provide the client with an appraisal and recommendation in order that they may determine the form in which the project is to proceed. Ensure that it is feasible functionally, technically and financially. At this point the development of the strategic brief into the full project brief begins and outline design proposals and cost estimates are prepared.	Develop the brief further. Do studies on user requirements, technical aspects, planning, design and costs as necessary to reach decisions. Monitor performance against the vision and KPIs for the project. Traditional contract: C to F – Detailed design and tender documentation produced PFI/BSF contract: C to F – Negotiations with preferred Bidder to finalise contract details. Non sample designs prepared in BSF Partnering contract: C to F – Final design developed jointly within budget constraints, most likely to an Agreed Maximum Price (AMP).
The Brief should not be modified substantially after this point. Depending on the procurement route, changes after this stage can incur additional cost or lengthen the programme.				
DESIGN	RIBA Stage D Scheme Design & Planning; Detailed Proposals; Submit Planning Application (Planning drawings)	All client interests, architects, engineers, QS and specialists and all statutory and other approving authorities, contractor (if appointed).	Determines the general approach to the layout, design and construction in order to obtain authoritative approval of the client on the outline proposals. The project brief will be fully developed and detailed proposals will be made and compiled, generally in a "Stage D" report. The application for full development control approval will be made at this point.	Complete final development brief and full design of the project by the architect. Engineers prepare preliminary design. Preparation of cost plan and full explanatory report. Submit proposals for all approvals. Monitor performance against the vision and KPIs for the project. Traditional contract: C to F – Detailed design and tender documentation produced PFI/BSF contract: C to F – Negotiations with preferred Bidder to finalise contract details. Non sample designs prepared in BSF Partnering contract: C to F – Final design developed jointly within budget constraints, most likely to an Agreed Maximum Price (AMP).
DESIGN	RIBA Stage E Detail Design; Final proposals.	All client interests, architects, engineers, QS and specialists and all statutory and other approving authorities, contractor (if appointed).	Completion of the brief with decisions made on the planning arrangement, appearance, construction method, outline specification and cost of the project. All approvals will be obtained at this stage, including for Building Regulations. In effect, during this Stage final proposals are developed for the Project sufficient for co-ordination of all its components and elements to realise the construction.	Full design of every part and component of the building by collaboration of all concerned. Complete cost checking of designs. Monitor performance against the vision and KPIs for the project. Traditional contract: C to F – Detailed design and tender documentation produced PFI/BSF contract: C to F – Negotiations with preferred Bidder to finalise contract details. Non sample designs prepared in BSF Partnering contract: C to F – Final design developed jointly within budget constraints most likely to an Agreed Maximum Price (AMP).
Any further change in location, size, shape, construction method or cost after this time is likely to result in abortive work. Some procurement methods can make it easier and less costly to make changes after this Stage.				

DESIGN	RIBA Stage F Production information	Architects, QS, engineers and specialists, contractor (if appointed).	Final decisions taken on every matter related to design, specification, construction and cost. For a traditional procurement process, production information is first prepared in sufficient detail to enable a tender or tenders to be obtained. Any further production information required under the building contract to complete the information for construction is then prepared. All statutory approvals should be obtained by the end of this phase.	Prepare final production information i.e. drawings, schedules and specifications. Monitor performance against the vision and KPIs for the project. Traditional contract: C to F – Detailed design and tender documentation produced PFI/BSF contract: C to F – Negotiations with preferred Bidder to finalise contract details. Non sample designs prepared in BSF Partnering contract: C to F – Final design developed jointly within budget constraints, most likely to an Agreed Maximum Price (AMP).
DESIGN	RIBA Stage G Tender documents; Bills of Quantities	Architects, engineers and specialists. Contractor (if appointed)	Prepare and collate tender documentation in sufficient detail to enable a tender or tenders to be obtained for the construction of the Project. It should be noted that this Stage is much more relevant to Traditional forms of procurement.	Prepare Bills of Quantities and tender documents Monitor performance against the vision and KPIs for the project Traditional contract: G to H – Tendering process – contractor selected PFI/BSF contract: G to H – PFI contract signed LEP established in BSF Negotiations with contractor for future phases in BSF Partnering contract: G to H – Contract signed Maximum price (AMP) fixed
DESIGN	RIBA Stage H Tender action	Architects, QS, engineers, contractor, client.	Prepare and complete all information and arrangements for obtaining tender(s). Identify potential contractors and/or specialists for the construction of the project. Tenders obtained and appraised with recommendations made to the client body or Steering Group to allow an appointment to be made. It is important that the contractors' understanding of, and commitment to, the project vision and its sustainability is tested at this stage. This can be achieved by the inclusion of this as a key selection criterion early in the procurement process.	Hold pre-tender briefing for potential contractors to ensure they have a good project understanding Obtain and appraise tenders Appoint contractor Monitor performance against the vision and KPIs for the project.

CONSTRUCT	RIBA Stage J Project Planning; Mobilisation (Site Operations)	Architects, QS, engineers, contractor, client	Building contract let and contractor appointed Production information issued to the contractor Site is handed over to the contractor	Take action in accordance with the RIBA Plan of Work Appoint contractor Hand over site to contractor to prepare prior to construction Monitor performance against the vision and KPIs for the project. Traditional contract: J to M – Construction monitored by design team PFI/BSF contract: J to M – Construction of first phase Facilities Management (FM) service delivery commences on completion Partnering contract: J to M – Contractor, design team and client continue to 'partner' to achieve budget/programme
	RIBA Stage K Operations on Site; Construction to Practical Completion (Site Operations)	Contractors, sub-contractors	Contractor programmes the work in accordance with the contract and commences work on site. The client or their representative - the architect in Traditional procurement - administers the building contract up to and including practical completion (this is the point at which the contractor hands back ownership of the site and completed project to the client). Further information supplied to the contractor as and when reasonably required.	Take action in accordance with the RIBA Plan of Work Regular site inspections of work to ensure it meets specification. Monitor performance against the vision and KPIs for the project
	RIBA Stage L Completion (Site Operations)	Architects, engineers, contractors, sub-contractors, QS, client	This Stage is clearly separated from the construction phase. Final inspections are made to ensure specifications have been met. In addition, the final account is settled	Take action in accordance with the RIBA Plan of Work Monitor performance against the vision and KPIs for the project
USE	RIBA Stage M Feedback	Architect, engineers, QS, contractor, client, users as appropriate	At this Stage, the building has been handed over to the client for occupation. Any defects will have been remedied and the final account settled. This allows the management, construction and performance of the project to be assessed.	Analyse job records and inspect completed building(s) as appropriate. Conduct studies of the building in use. These are particularly important to focus on energy in use against the design specification. Monitor performance against the vision and KPIs for the project.
The RIBA Stages conclude at Stage M. For projects to be sustainable, the operational and decommissioning phases need to be separately identified and planned for by the client. For PFI/BSF procurement, these will be the responsibility of the consortium.				

Annex E. Contributions

1. NHH covenant that they shall provide funding for the construction of the new community centre of no more than £1,327,000. This funding is to be allocated from the Community Benefit Fund.
2. NHH covenant that they shall provide remaining subsidy funding for the affordable housing – the sources of this subsidy to include four units as off-site provision in lieu of affordable housing at St Andrews House, Hitchin
3. The Council covenant that they shall provide grant funding of £1,096,000 for the provision of affordable housing, subject to other regulatory requirements
4. NHH covenant that they shall provide sufficient funding to ensure that the new Multi Use Games Area that shall be constructed pursuant to the Project shall be maintained for 10 years following its construction

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Annex F: Land Ownership Plan

