**D Schedule 1**

National Museums Liverpool (NML) is seeking the appointment of a Contract Administrator incorporating Building Surveyor and Quantity Surveying services to support the delivery of a permanent gallery redevelopment at the Museum of Liverpool at Pier Head Liverpool Waterfront, opening in November 2021.

The museum of Liverpool is a leading city history Museum renowned for its work with communities. It explores how national and international events have shaped Liverpool, the diversity, character and creativity of its people. By 2030 it will attract 900,000 visitors annually.

**The Gallery**

Wondrous Place is the name of a gallery at the Museum of Liverpool. It covers an area of 750 sqm and, together with a section of the Skylight Gallery, it explores the importance of Liverpool as a creative city, and the particular significance of music and sport to the city’s identity.

Wondrous Place and the Skylight Gallery were de-installed in January 2018 to host the Double Fantasy exhibition. Setworks, graphics, cases and multimedia units were moved and stored in various locations. Some of these assets will be re-used and other assets will be fully redeveloped as part of the refreshment and reinstatement programme.

Wondrous Place opened just under 10 years ago and celebrates Liverpool’s popular culture. Given its subject matter, from the outset the design and interpretation of the gallery relied heavily on digital content, with two large immersive theatres, and a significantly large number of audio-visual displays and interactives.

The majority of the design and layout of Wondrous Place will remain the same, with some proposed changes to the layout to create a better flow for visitors. This project gives us the opportunity to bring its content up to date to reflect contemporary culture and to be more inclusive and representative. Areas that will be updated include sections on Sport, Music and Creative Liverpool to include contemporary references, greater representation and inclusion of diverse communities and significant events. The co-curated elements of the gallery will also be replaced as a result of seven new collaborations with local community organisations.

The gallery has 850 objects with circa 600 objects on loan from largely private individuals reflecting popular and contemporary culture.

**Scope of works**

**Construction – on site works**

* Strip out of 187 linear metres of partition walling (3000 – 3800mm high)
* Repainting and decoration of all areas
* Repair of floor screed in two locations
* Installation of plug and play sockets through adaption of the existing system to move away from hard wiring
* Window blind repairs or alternative solution
* Replacement of track light fittings to LED schedules
* Build of 9 wall structures (approx. 220 linear meters)
* Repositioning of 24 cases and rebuilding of 5 large cases
* Reconditioning of 32 cases, including door seals, levelling up, lock adjustments and switch out fibre optic projectors with LED versions
* Reinstallation of setworks

**Graphic production and installation of:**

* High level graphic wall treatments
* Large scale wall prints
* Graphic panels
* Graphic object labels
* Digital labels
* Graphic case cladding
* Floor graphics
* Graphic case back and sides
* Graphic flipbook

**AV and multimedia**

* Procurement and installation of AV hardware, including screens, players, handsets, induction loops, amps and speakers.
* Procurement of new hardware for immersive theatre spaces plus adaptation of productions
* Updating of immersive shows
* Production of multimedia interactives
* Editing of existing AV productions and creation of new AV productions
* Transfer of existing productions to new players

**Mechanical interactives**

* Design and creation of 4 new mechanical interactives
* Refurbishment of 6 existing mechanical interactives

**Refurbished elements**

* 5 refurbished screens surrounds
* 5 refurbished multimedia structures
* 4 refurbished plinth / vitrine structures

**The role**

The Role of the Contract Administrator is to manage and coordinate the tendering process for the works packages, to assist with appointments and to manage the construction works and exhibition build on site, ensuring a dust-free conditioned gallery before artefacts arrive in October 2021. The appointment will continue through until the gallery is ready to receive the installation of all artefacts.

Due to the timescales involved in ensuring the works are completed by November 2021 some elements of work to be managed by the Contract Administrator have been tendered by NML in advance of appointment.

Working with NML’s appointed Project Manager for Wondrous Place, you will provide Building Surveying (incorporating M&E services), Quantity Surveying Services (in accordance with the scope of services) in the production of technical information, drawings, specifications, tenders, act as the central point for Health and Safety coordination for the project undertaking the roles of Principal Designer and Principal Contractor for the enabling works and thereafter working also with NML Designers, for the coordination and interface of all packages required to deliver the fit-out of the refurbished gallery space.

A fixed all-inclusive fee (including all disbursements and expenses) for the provision of Contract Administrator including Building/Quantity Surveying and the CDM role should be provided within the proposal.

The award of the contract will be made on the basis of a balance between quality and cost in consideration of the most economically advantageous tender. A copy of the award criteria is enclosed with the Tender Document. Tenderers will be invited to interview (date confirmed in Tender Document) at which time you will be requested to provide a brief overview of the project in consideration of the qualitative issues identified which should include (but not be restricted to)

* The provision of resources
* Programme timescales and key risks
* The effect of the works within the building and how disturbance may be minimised

**Key dates:**

* Scheme Design Executive Sign-off - **19 February 2021**
* Enabling Works Tender Package Completed - **3 March 2021**
* Fit-out Works Tender Package Completed - **12 April 2021**
* Previous Exhibition De-Install Completed - **23 April 21**
* Digital Content & Hardware Tender Packages Completed - **3 May 2021**
* Construction Works on-site Begin - **17 May 2021**
* Graphic Production Tender Package Completed - **21 June 2021**
* Detailed Content Delivery Final - **2 July 2021**
* Wondrous Place Object Installation Begins - **12 October 2021**
* Gallery Opens - **26 November 2021**

**Schedule 1**

**Part 1**

**Contract Administrator Services**

**CORE SERVICES**

**1.0**  **Generally**

1.1 Attend Client, Design, Project, Site and other meetings as provided under this Appointment.

1.2 Comply with the specific requirements of NML’s Change Control Procedure. (Attached – Appendix E).

1.3 Agree Project reporting and recording procedures with the Client, Project Manager and the appointed Contractor(s). Implement agreed procedures.

1.4 Monitor the performance of the Contractor(s). Report to the Project Manager.

1.5 Prepare regular/ monthly design, quality, cost and programme reports. Advice the Project Manager of any decisions required and obtain authorisation.

1.6 The Contract Administrator shall manage, co-ordinate and control all aspects of the services from the time of appointment to project completion.

1.7 The Contract Administrator will be the single point of contact for all works on site during both the infrastructure works and the exhibition works.

1.8 The Contract Administrator will advise and support the work of the Project Manager on both the construction works delivery and the exhibition works delivery, represent the Client and liaise with the contractor teams organising and attending meetings and working groups as required.

1.9 It is the responsibility of the Contract Administrator to keep the Project Manager informed at the earliest practical time on all matters in connection with the Project.

1.10 It is the responsibility of the Contract Administrator to ensure that all matters pertinent to the scope of works contained in this commission are fully documented.

1.11 The Contract Administrator is to consult the Project Manager regarding management and distribution of information related to the Project and to set up where appropriate suitable systems for delivery.

**2. Project review**

The project is progressing during unprecedented times and under a challenging programme on target to meet the required opening date of w/c 22 November 2021. On appointment the Contract Administrator should immediately become familiar with and review the following documentation.

2.1 The most pressing duties of the Contract Administrator on appointment are likely to be:

2.1.1 Receive information from the Project Manager and relevant member of NML’s team and immediately undertake a review of the project to familiarise themselves with the project and also to agree the current status, which is nearing design completion and nearing the preparation of procurement for major packages. Works have not yet commenced on site

2.1.2 Ensure that the Client understands how the brief, programme and specification translate into a project which is deliverable to the key programme dates and opening in w/c 22 November 2021

2.1.3 Undertake the roles of Principal Designer and Principal Contractor as defined within the Construction Design and Management (CDM) Regulations 2015 to ensure that all elements of Health and Safety in relation to the design and delivery of the works are planned, managed, co-ordinated and monitored effectively.

A PROGRAMME

A **project programme schedule** is already in place (attached, see appendix F). The Contract Administrator needs to interrogate this in detail to:

1. Ensure that all activities are coordinated to achieve a gallery opening currently scheduled for week commencing 22 November 2021
2. Agree the critical path and key milestone dates
3. Manage and monitor the programme throughout the project and advise Project Manager of any variances and mitigate their impact.

B PROJECT EXECUTION PLAN

**A project execution plan** is in preparation and will be made available to the Contract Administrator upon appointment. The Contract Administrator needs to ensure that the protocols therein are adhered to and advise of any necessary changes to the PEP as required as the project progresses including:

1. Project structure and decision-making authority

1. Ensure that NML internal financial guidance and procurement procedures are followed
2. Ensure that decision making is timely and with the appropriate level of delegation
3. Ensure that the budget is clearly seen and is managed effectively
4. Ensure that there is a clear reporting mechanism, file structures and processes for organising, sharing and storing project information
5. Ensure that Change Control procedures are fully understood and followed by all staff and contractors and provide a process for this
6. Ensure that the document remains ‘live’, is regularly updated as necessary and is formally issued to the Project Manager and contractors

C PROCUREMENT

**A procurement list** is in place. The Consultant role is to ensure that:

1. All procurement is in line with NML’s Financial Guidance Notes, Managing Public Money, EU Regulations, UK Government regulations
2. Ensure that processes are in place to ensure that appointments are made in a timely manner and in line with the master programme and critical path
3. Ensure close coordination with NML’s Head of Procurement
4. Recommend to the Project Manager appropriate forms of contract are utilised for each consultant, service provider or contractor in consultation with DWF NML’s retained lawyers
5. Ensure that governance requirements are met and that a full audit trail is maintained.

D MANAGING RISK

**A project risk register** is in place. This is attached, see appendix G.

The Contract Administrator is required to:

1. Ensure that risks are managed and owned by the Project Team as appropriate
2. Monitor formally on at least a monthly basis and record project risks and advise the Project Manager on their impact within the context of the overall project
3. Suggest and implement mitigation strategies for project risks
4. Maintain the register as a live document as a clear and easily monitor-able tool for assessing risks and their impacts within all areas of the project
5. Provide the Project Manager with a clear oversight of project risks

**3. Strategic Definition / Preparation and Brief**

3.1 Liaise with the Project Manager to determine the Client’s initial requirements and to develop the Client’s Brief. Establish, review, approval, change control and reporting procedures.

3.2 Prepare reports as may be required within the Site or any existing locations within the Site. Produce dimensioned drawings, schedule of condition and other record documents as required to inform the development and delivery of the work packages

3.3 Visit the Site and carry out initial inspections. Advise the Client on areas of concern.

3.5 Advise the Client on demolition, strip-out, site investigation and enabling works contracts required before or as part of the development of the work packages.

3.6 Advise the Client on specialist services, including consultants, contractors, sub-contractors and suppliers required in connection with the Project.

3.7 Act as the central point for Health and Safety matters on the scheme undertaking the roles of Principal Designer and Principal Contractor as defined in the CDM Regulations 2015, ensuring coordination, management and monitoring of health and safety for the project.

3.8 Comply with the CDM Regulations 2015 insofar as they relate to this Appointment.

3.9 Advise the Client on Contractors professional indemnity insurance cover and confirm cover remains in place for the duration of the works.

3.10 Advise the Client on the need for staff resident at the Site.

3.11 Liaise with the Project Manager and advise the them on statutory or other approvals required and fees due in respect of the Project. Recommend payments to the Client.

3.12 Advise on the cost of alternative design and construction options

3.13 Support Project Manager on the maintenance and management of the design, build and delivery programme

**4.** **Tendering and Appointment of Contractors and Services**

4.1. Advise and assist the Client in the selection of contractors and services for the various tender packages that are to be let in respect of the Project.

4.2. Liaise closely with NML’s Head of Procurement and ensure that all procedures and processes are in line with NML’s Financial Guidance, Managing Public Money, EU and other Public Sector guidelines as appropriate.

4.3. Ensure a clear audit trail and good governance of appointment processes.

4.4 Advise the Employer on scope and terms of appointments and fee structures.

4.5 Prepare, or obtain documents (drawings/specification etc.) from the Project Manager necessary to obtain submissions and tenders from suitable consultants and designers or for negotiation with those practices and disciplines.

4.6 Assist the Client with the assessment of submissions received and organise and attend interviews.

4.7 Attend pre-and post-tender interviews.

4.8 Liaise with the Project Manager and advise on errors, omissions, exclusions, qualifications and inconsistencies between the tender documents and the tenders received. Prepare recommendations for the Client’s approval.

4.9 Advise on the tenderers’ design and construction programmes and method statements.

4.10 Check the adequacy of consultant/contractor resources against their establishment and the programme for delivery.

4.11 Liaise with the Project Manager and prepare, or obtain from the Project Manager, cost and design studies to assess alternative Contractor’s proposals. Prepare recommendations for the Client’s approval.

4.12 Liaise with the Project Manager and prepare a tender report. Prepare recommendations for the Client’s approval.

4.13 Conduct negotiations with tenderers. Prepare documentation to confirm adjustments to the tender sums. Prepare recommendations for the Client’s approval.

4.14 Check professional indemnity insurances of contractors/service providers.

4.14 Advise the Client on the consultants’ contractors’ professional indemnity

4.15 Advise the Client on the need for staff resident at the Site.

4.16 Assemble the documentation for appointments, ensure liaison with DWF our retained lawyers; undertake due diligence and liaise with the Client and prepare contract documents for signature.

**5. Technical Design**

5.1 Liaise with the Design and other technical teams to establish a structure and procedure for design and quality management.

5.2 Establish the roles and responsibilities of the Project Manager, the Contractors and sub-contractors.

5.3 Liaise with the Project Manager and identify any long delivery construction components and systems. Prepare recommendations for the Client’s approval.

5.4 Liaise with the Project Manager and identify any specialist/ proprietary construction components and systems. Prepare recommendations for the Client’s approval.

5.6 Liaise with the Project Manager to ensure risks are managed and owned by the Project Team as required. Advise and report on the impact of risks on the overall delivery of the project and contribute to remedies to reduce the risks.

5.7 Prepare and submit planning, building regulations or other statutory applications. Conduct negotiations on behalf of the Client. Prepare recommendations for the Client’s approval.

5.8 Liaise with the Project Manager and advise on methods of progressing design and/ or constructions works prior to the Project execution.

5.9 Obtain confirmation that required insurances are in place prior to the commencement of works on the Site.

5.10 Prepare, or obtain from the Project Manager, contract drawings and specification.

5.11 Ensure that construction design proposals, drawings and specifications are submitted to the Client and approvals are obtained, all in a timely fashion.

5.12 Review / establish procedures for checking compliance with designs and specifications and for monitoring standards and quality of work and materials.

5.13 Put systems in place to ensure that value engineering principles in all design work and implementation stages are followed by the contractors.

5.14 Establish clear channels of communication between Project Manager and Contractor(s).

5.15 In conjunction with the Project Manager, advise on the need for quality assurance schemes, defects insurance and product guarantees.

5.16 Monitor the progress and development of the designs against the respective design briefs. Identify material variations as soon as they are apparent and report to the Employer.

**6. Work Phase**

6.1 Prepare, or obtain from the Project Manager/ Contractor(s)/sub-contractor(s)/ suppliers production information required to execute the Project.

6.2 Agree approvals required from the Project Manager under the Building Works Contract. Administer the Building Works Contract.

6.3 Convene and chair regular/ monthly site meetings with the Client, the Project Manager, the Contractor(s) and, where appropriate sub-contractor(s) or supplier(s).

6.4 Liaise with the Project Manager and conduct negotiations with the Contractor(s). Prepare documentation to confirm the agreements reached.

6.5 Assist the Project Manager in the identification, planning, and procurement of any enabling works and infrastructure works to be carried out by contractors in accordance with delivery programmes.

6.6 Advise the Project Manager regarding the impact of the Project in relation to the effect on the building, operations, facilities and functions in liaison as necessary with the Employer's staff and other advisors.

6.7 Visit the Site at least every 2 days (subject to government guidelines) and assess the progress of the project, the quality of the works for interim payment purposes. Liaise with the Project Team and prepare recommendations for interim payments to the Contractor. Advise the Client on areas of concern.

6.8 Advise, or obtain advice from the Project Manager, on the cost and programme effect of change controls prior to the issue of instructions under the Works Contract.

6.9 Agree the cost of instructions, excluding loss and expense claims, issued under the Works and Contracts.

6.10 Obtain authorisation from the Client for additional costs where Contractor’s limit of authority is exceeded.

6.11 Ensure compliance by all parties with requirements under the CDM Regulations. Liaise with the Project Manager and advise the Client of its obligations under the CDM Regulations 2015.

6.11.1 Comply with the CDM Regulations 2015 insofar as they relate to this Appointment.

6.11.2 Ensure compliance with the policies, standards and codes of practice laid down by NML, Cabinet Office and such other relevant best practice procedures.

6.12 Liaise with the client, and the Project Manager to determine the Client’s initial requirements and to develop the Client’s Brief for the remaining packages.

6.13 Liaise with the Project Manager and advise the Client on structural, building, measured and other surveys and site investigations including condition reports.

6.14 Liaise with the Project Manager and manage the strip-out, site investigation and enabling works contracts required before or as part of the fitout contracts.

6.15 Advise the Client on demolition, strip-out, and works contracts required before or as part of the Exhibition Fit Out contracts.

6.16 Advise the Client on specialist services, including consultants, contractors, sub-contractors and suppliers required in connection with the Project.

6.17 Advise the Client on the selection, the terms of appointment and fee structures for contractors and consultants. Liaising closely with DWF our retained lawyers, conduct negotiations with, and prepare and complete the forms of appointment for Trustees’ signature.

6.18 Liaise with the Project Manager and advise the Client on statutory or other approvals required and fees due in respect of the Project. Recommend payments to the Client.

6.19 Advise on the cost of the Project. Advise on the cost of alternative design and construction options.

6.20 Advise on the Programme for the design and construction of the Project.

6.21 Provide advice and recommendations on the technical feasibility of the works required, their approximate costs, their design and construction programme and any statutory or other approvals required.

6.22 Liaise with the Client and Project Manager and conduct negotiations with the Contractor. Prepare documentation to confirm the agreements reached.

**7. Commissioning and Maintenance**

7.1 Review procedures with the Project Manager and Contractors as appropriate and co-ordinate the commissioning and timetabling of the building works installations. Agree the commissioning strategy with the Client.

7.2 Obtain in a timely manner all guarantees, test certificates, operating manuals, maintenance documentation, records, diagrams, drawings and the like and pass to the Client.

7.3 Arrange all handover procedures; advise the Client with regard to insurance matters; advise the Client with regard to maintenance contracts and procedures.

7.4 Advise and assist the Client on the preparation of an asset register. Organise any technical input that may be required.

**8. Handover and Close Out**

8.1 Obtain and verify all test certificates and statutory and non-statutory approvals required from the Contractor(s). Prepare recommendations for the Client’s approval.

8.2 Liaise with the Project Manager and the Contractor and prepare and maintain a handover plan, or similar management tool, identifying the roles and responsibilities of the Project Manager and the Contractor(s). Compile and collate the necessary O&M Manuals and Health Safety File/s related to the various packages of works delivered under the Project”.

8.3 Liaise with the Project Manager and the Contractor and prepare and maintain a defects administration plan, or similar management tool, to identify the roles and responsibilities of the Project Manager and the Contractor(s).

8.4 Facilitate agreement to the final account or similar financial statement from the parties to the Contracts. For the purposes of this clause the final account or similar financial statement excluded the assessment of loss and expense claims.

8.5 Advise on the recovery of liquidated and ascertained damages.

**9. Contract Management**

9.1 Liaise with the Client’s legal advisers and advise on the use and/ or amendment of bespoke forms of contract or contribute to the drafting of particular client requirements.

9.2 Advise on the Contractor’s entitlement to extensions of time. Analyse and report on the Contractor’s application(s) for extensions of time. Prepare recommendations for the Client’s approval.

9.3 Advise on the cost, contractual and programme consequences arising from an acceleration instruction.

9.4 Advise on the Contractor’s entitlement to loss and expense. Analyse and report on the Contractor’s loss and expense claim(s). Prepare recommendations for the Client’s approval.

9.5 Advise the Client in respect any Loss and expense clauses that may be included in the contracts.

9.6 Regularly review the administration of the contracts and the post contract procedures and take appropriate action as necessary.

9.7 Monitor the provision of information to contractors with regard to sufficiency and timeliness.

9.8 Check that variations and instructions (Change Controls) are being correctly issued and circulated in line with the procedure contained within the PEP.

9.9 In conjunction with the Project Manager make recommendations to the Client in respect of specialist sub-contractors or suppliers and obtain approval.

9.10 Advise the Client in respect of any works or items to be placed under direct orders or contracts and ensure that Financial Guidance is followed with respect to procuring these.

9.11 Review progress of contracts against programmes and advise the Client. Assist in resolving problems.

9.12 Check that the insurance requirements are satisfied.

9.13 Advise the Client with regard to any defaults, failures or breaches of contract by contractors.

9.14 Advise the Client with regard to statutory and other certificates required prior to occupations.

**10. Planning and Statutory Approvals**

10.1 Ensure that consultation takes place with the local planning authority and all other interested parties throughout the duration of the Project.

10.2 Co-ordinate and support negotiations with planning and statutory authorities.

10.3 Ensure that planning requirements are implemented and fully incorporated into the designs. Ensure that all planning permissions and other approvals are applied for and obtained.

10.4 Support the Project Manager to obtain clearances from Health & Safety and Fire Officers.

10.5 Check that all reserved matters under planning approvals are satisfactorily resolved and cleared.

10.6 Ensure compliance with the requirements of the CDM Regulations

**11. Legal Procedures**

11.1 Obtain full understanding of all contracts and agreements with contractors and with the Project Manager accordingly.

11.2 Liaise closely with DWF our retained lawyers to ensure due diligence.

11.3 Ensure that the Client has access to appropriate advice in matters related to insurance throughout the duration of the development.

11.4 Act as contract administrator for assigned contracts.

**12. Financial Management**

12.1 Working closely with the Client and in accordance with the Financial Memoranda, review and maintain the system to control all the costs attributable to the Client associated with the Project. Define all cost categories.

12.2 Co-ordinate with the Project Manager in the preparation of cost plans and present to the Client for approval.

12.3 Advise the Project Manager at the earliest opportunity as and when any changes are required and recommend appropriate action and obtain authorisation.

12.4 Establish / maintain with the Project Manager the change control procedure to ensure that all actual and potential changes are recorded and appropriate authority is obtained before a change is implemented. Co-ordinate the process with the requirements of funding agencies as necessary.

12.5 Advise the Project Manager on cost studies of alternative designs and materials. Advise on energy budgeting. Arrange appropriate procedures for risk assessments and taxation provisions.

12.6 Obtain Client authorisation to the costs of variations ensuring the Project Manager adheres to the approved Change Control Procedure / Mechanism.

12.7 Produce and review monthly cost plan and report to the Project Manager. Provide a copy of the cost report to the Client. Ensure that the cost reports accurately record all expenditure to date and forecast costs to completion including all known and anticipated changes and a statement of contingency planning, expenditure and status.

12.8 Arrange for the preparation and maintenance of cashflow forecasts for overall expenditure. Monitor all payments made against predictions.

12.9 Monitor processing by the Project Manager of payment applications from the contractors.

12.10 Check and process all payments properly due to the contractors, consultants, Statutory Bodies, Local Authority and any other fees or charges associated with the development.

12.11 Monitor progress of final accounts to settlement.

12.12 Arrange for the Client to obtain advice regarding taxation implications.

12.13 Advise the Client in respect of any claims or potential claims for additional fees and the like from the Project Team.

12.14 Advise and assist the Client in dealing with any insurance claims that may arise. Negotiate any consequent effect on Project Manager agreements.

12.15 Advise the Client with regard to any deductions that can be properly made from payments due.