**Note – This draft is in an early stage and has been shared to give interested parties the opportunity to contribute to the development of the specification and more broadly how the Framework will operate. There will inevitably be inconsistencies which will be addressed prior to the formal launch on the tender as well as wider changes to its content.**

**The Council will choose at its absolute discretion how to respond to feedback received and whether to change any documents as a result.**

**Any feedback received will be kept confidential, however general high-level themes may be discussed at the Bidder Day or subsequent events.**

**SCHEDULE 4 - METHOD OF OPERATION**

1. ***Introduction***
   1. The following process shall be followed on all Projects procured under the Framework Agreement.
2. ***The Concept***

* 1. The Client shall endeavour to appoint the Consultant at RIBA Stage 0, however appointment may be made at any stage.
  2. Depending upon the stage at which the Consultant is engaged for any Project call off and the proposed Consultant procurement strategy, the Employer or Organisation may require the Consultant to assume liability for some, all or none of the design required by the Project.
  3. The Consultant can be appointed to undertake Multi-disciplinary services on every project and may be required to provide design services. For the avoidance of doubt, Project design where the design scope is predominantly civil engineering is anticipated a member of the Council’s group of companies will be appointed to undertake design. The Consultant will be response for appointing and then managing the company as the Council’s agent.

1. ***Instruction Stage***
   1. The Employer shall commence the process of appointing a Consultant by issuing to the Consultant a request to commence the Instruction Stage.
   2. The purpose of the Instruction Stage is for the PMO, Sponsor and Consultant to work together to produce the Project Initiation Document as detailed in the Specification.
   3. The outcome of the stage will be either:
      1. Discontinue the Project or postpone the appointment until a later stage.
      2. Progression to the appointment of the Consultant to commence delivery of the Services.
2. ***The Framework Scope of Services***
   1. The Framework Scope of Services and associated Schedule of Rates have been prepared to enable Consultants to adequately price the Services under the Framework.
   2. The Framework Scope of Services sets out the general parameters under which the Consultant is required to the deliver the Services, they are not exhaustive list of requirements and the Consultant overarching responsibility is to provides services in line with best practice and industry standard methods of working obeying all relevant legislation
3. **Gateway Approval Process**
   1. Each Project called off under the Framework shall be subject to a gateway review and approval process at the end of each RIBA Stage.
   2. The gateway review process shall be used to allow the Client to review and accept the services done to date, and to authorise the undertaking of services under the next Gateway Stage.
   3. The Consultant shall only undertake services for a RIBA Stage for which explicit instruction has been given to proceed by the Client.
   4. The gateway approval process does not remove the needs for any additional approvals detailed with the Council Policies listed in Schedule 6.
4. ***The Framework Schedule of Rates***
   1. The Framework Pricing Schedule (Schedule 9) shall be used as the basis of pricing all Projects called off under the Framework and shall consist of a percentage fee for each RIBA stage (applied against value bands) for multi-disciplinary services and design.
   2. Day Rates are included to price Services explicitly excluded from the Consultant’s percentage fees.
   3. Fees submitted at tender stage are fixed for the duration of the Framework.
5. ***Excluded Maters***
   1. The following shall be deemed to be excluded from the Schedule of Rates:
      1. The cost of surveys (however the cost or procuring and managing the surveys is included)
      2. Land acquisition
   2. The excluded maters shall be priced using Framework day rates with the exception of surveys whose net costs are to be recharged.
6. ***Pricing Services***
   1. The Services shall be priced by applying the Project Value to the percentage fee shown in the Schedule of Rates.
   2. Where smaller projects are to be instructed the Client shall endeavour to group instructions to allow for more efficient delivery but that may not be possible.
   3. The Project Value shall be defined as the total present-day value of delivering the project.
   4. At the end of each stage the fees for the next stage shall be recalculated using an updated Project Value.