



Call Off Agreement from Crown Commercial Service's (CCS) Project Management and Full Design Team Services Framework (RM3741).

Highways England Company Limited

NEC3 Professional Service Contract (April 2013)

Volume 2c

SCOPE

In relation to *services* for

Lower Thames Crossing

Commercial Partner

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Issue No.	Revision No.	Amendments	Initials	Date
1	1.0	Tender release	DC/DR/ DK	19 July 2021
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Introduction

The *Consultant* Provides the Services in cooperation and collaboration with the Integration Partner. Due to the interface between this contract and the Integration Partner Contract, this Volume 2c contains service descriptions in respect of both the *services* and the services provided by the Integration Partner pursuant to the Integration Partner Contract. This will enable the *Consultant* to have visibility of the relevant parts of the scope of the Integration Partner Contract, the *Employer's* activities across this contract and the Integration Partner Contract in order to understand any delineation and mutual obligations across the Project. This Volume 2c sets out where either the *Consultant* or the Integration Partner will lead or support in respect of any activity.

Schedule CS3 – CP - Project Management Office including Integrated Project Controls

CS3-01 Things to be provided by the *Employer*

CS3-01.1 The *Employer* provides the following to the *Consultant* and Integration Partner

- the documents entitled
 - “Integrated Project Controls Manual”,
 - “Project Change Control Process”,
 - “Project Issues Management and Risk Forecasting Strategy”,
 - “Project Plan Template”,
 - “LTC Document Control Policy”,
 - “LTC Project Management Plan”,
 - “Project Committee Procedure”, and
 - “LTC Glossary”

all as identified in **Annex 02**,

- the Project Requirements,
- the Outline Business Case management case, and
- the Project Budget

(see links in **Annex 02**).

CS3-01.2 The *Employer* leads the PMO and undertakes the following roles

- change control against the Project Requirements and the requirements within the Project Contract Scopes,
- approval of all reporting and
- management of *Employer* processes for SGAR.

CS3-01.3 The Integration Partner Service Manager provides to the Integration Partner and the *Service Manager* provides to the *Consultant*

- the Project change control register,
- the Project reporting calendar, and
- the Project Contract Scopes which identify the integrated project controls requirements, which are to be delivered by the Project Contractors

(see links in **Annex 02**).

CS3-02 Mobilisation Activities

CS3-02.1 **Mobilisation Activities for the Integration Partner**

The Integration Partner undertakes the following activities as part of its Mobilisation Activities.

CS3-02.2 The Integration Partner leads the development of a PMO and Integrated Project Controls plan for the Project and submits the plan to the Integration Partner Service Manager for acceptance. The Integration Partner develops the plan taking account of the requirements of S806 of the Integration Partner Contract. A reason for not accepting the plan is that

- it does not take account of the requirements of S806 of the Integration Partner Contract,
- it does not include the matters set out in section CS3-02.3, or
- it does not allow the Integration Partner to provide its services in accordance with the Integration Partner Contract or the Project Contractors to provide the Project Works in accordance with the Project Contracts (as applicable).

CS3-02.3 The PMO and Integrated Project Controls plan includes the following

- approach to providing leadership of the PMO and Integrated Project Controls for the whole Project for the duration of the services provided by the Integration Partner,
- approach to collaborative working by the Integration Partner with the *Consultant* to drive high performance in the PMO and Integrated Project Controls for the whole Project for the duration of the services provided by the Integration Partner,
- approach to driving improvement in the PMO and Integrated Project Controls for the whole Project for the duration of the services provided by the Integration Partner having due regard to the requirements of annex 11 of the Integration Partner Contract,
- processes for integrating the Project Contractors' Integrated Project Controls requirements in accordance with the Project Contract Scopes,
- processes to prepare and implement the stage plan for PCF products,
- processes to prepare and plan for the *Employer's* SGAR stages 4, 5, 6 and 7,
- processes to log and evidence the delivery of efficiencies for the Project Contracts and for the Project as a whole,
- processes for analysis and management of change control submissions,
- processes and workflows for preparation and analysis of management information using the systems described in schedule SP3 of the Integration Partner Contract,
- processes and workflows for preparation and analysis of Project reporting,
- processes and workflows for preparation and analysis of reporting for the following
 - the Government's "Major Projects Portfolio Quarterly Return (GMPP)",
 - the *Employer's* Project committee,

- the “LTC Business Review” (a sub-committee of the *Employer’s* executive committee),
- the LTC monthly management review (MMR), and
- the LTC finance, risk and assurance Group
- processes for supporting the *Employer* in providing financial management, information and controls including
 - maintaining Project level financial plans (forecasts, budgets and baselines) including updating the Final Business Case and providing the *Employer* with regular financial forecasts to enable the provision of Project funding to be managed,
 - financial reporting and analysis of actual and forecast expenditure including variance analysis against agreed baselines (using Prism and Oracle as set out in schedule SP3 (Client Software) of the Integration Partner Contract),
 - preparation, maintenance and communication of Project level financial procedures and ensuring compliance across the Project, consistently with the *Employer’s* existing corporate processes and procedures as well as wider Government controls in line with “Managing Public Money” (see link in annex 02 of the Integration Partner Contract),
 - maintaining appropriate records to provide supporting information for the *Employer’s* audit and accounting purposes,
 - assuring the setting up of project bank accounts for the Project Contractors and subsequent analysis as required, and
 - correct accounting and recording of VAT and other taxes (provided that the Integration Partner is not required to provide tax or accounting advice),
- processes for reviewing and assuring that each of the Project Contractors’ proposed programmes submitted for acceptance are cost loaded with the Target Contract Budget to generate the Earned Value management Planned Value (each as defined below), and for making recommendations to the relevant Project Manager whether to accept, reject with comments or reject the cost loading within each proposed programme,
- processes for measuring Earned Value and variance analysis for subsequent monthly programme submissions against each of the Project Contractors’ First Accepted Programme,
- processes for calculating Predictability (as defined below) for the Project,
- processes and workflows for use of appropriate data cleansing tools to maintain data integrity and for running and retaining evidence of data quality checks on all data,
- processes for progress reporting including
 - health and safety, environment and security,
 - key contract issues,

- change control including any change to the Project Requirements and any change to the Project Contract Scopes,
- performance indicators and variance commentary, including
 - progress,
 - milestones, and
 - float and float erosion including terminal float.
- programme commentary including changes to the critical path and top five float paths, start and completion dates for activities and changes since previous updates, and proposals for retrieving any slippage,
- cost reporting including Earned Value performance,
- cost and Earned Value variance commentary,
- third parties,
- interfaces,
- consents,
- design assurance,
- quality assurance,
- community relations and communications,
- customer service matters,
- compensation events notified and implemented in the month summary of any early warning notices,
- insurance related issues and support in respect of insurance claims, and
- risks and opportunities.

CS3-02.4 For the purposes of section CS3-02.4

- “Planned Value” is the budgeted cost of work scheduled (BCWS) as per the planned dates and total of the Forecast of Defined Cost from the First Accepted Programme. The Planned Value at the end of the relevant Project Works is the budget at completion (BAC). The BAC is equal to the total of the Forecast of Defined Cost and is to be maintained in cognisance of implemented compensation events until Project Contract Completion,
- “Earned Value” is the budgeted cost of work performed (BCWP) as per the physical percentage complete from the then current Accepted Programme (as such expression is defined in the Project Contract) applied against the corresponding total of the Forecast of Defined Cost from the First Accepted Programme. When 100% complete the Earned Value will equal the total of the Forecast of Defined Cost,
- “Actual Cost of Work Performed” is the total Defined Cost (excluding Fixed Fee and Risk Quota) to date (as such expressions are defined in the Project Contracts), which includes monies paid and accruals for works performed up to the data date of each reporting period in

accordance with the requirements of the reporting cycle and will be related to programme activity accomplished. This data will be incorporated by the Project Contractor into the cost variance report for comparison with Earned Value,

- “Estimate to Completion” is the Project Contractor’s total Forecast of Defined Cost less the Actual Cost of Work Performed to date and is a periodic profile, and
- “Predictability” is calculated as follows

Predictability Ratio = SPI x CPI

Average Predictability for the Quarter =

$$\frac{\text{Ratio Month 1} + \text{Ratio Month 2} + \text{Ratio Month 3}}{3}$$

SPI – Schedule Performance Index equals Earned Value divided by Planned Value

CPI – Cost Performance Index equals Planned Value divided by Actual Cost of Works Performed.

CS3-02.5 Mobilisation Activities for the *Consultant*

The *Consultant* undertakes the following activities as part of its Mobilisation Activities.

CS3-02.6 The *Consultant* mobilises its resources and develops a Service Contract Management Plan for the *services* including setting out how it will support the Integration Partner and submits the plan to the *Service Manager* for acceptance. The *Consultant* develops the Service Contract Management Plan taking account of the requirements of S806. A reason for not accepting the plan is that

- it does not take account of the requirements of S806,
- it does not include the matters set out in section CS3-02.7, or
- it does not allow the *Consultant* to Provide the Services in accordance with this contract or the Project Contractors to provide the Project Works in accordance with the Project Contracts (as applicable).

CS3-02.7 The Service Contract Management Plan includes the following with respect to the *services* to be provided, including for the purposes of the PMO and Integrated Project Controls plan

- approach to providing leadership of the commercial aspects of the Integrated Projects Controls for the whole Project for the duration of the *services*,
- approach to collaborative working by the *Consultant* with the Integration Partner to drive high performance in the commercial aspects of the Integrated Project Controls for the whole Project for the duration of the *services*,
- approach to driving improvement in the commercial aspects of the Integrated Project Controls for the whole Project for the duration of the *services* having due regard to the requirements of **Annex 11**,

- processes for integrating the commercial aspects of the Project Contractors' Integrated Project Controls requirements in accordance with the Project Contract Scopes,
- commercial protocols for inclusion in the processes for analysis and management of change control submissions,
- processes and workflows for preparation and analysis of the commercial aspects of management information using the systems described in Schedule SP1, commercial protocols for inclusion in the processes and workflows for preparation and analysis of reporting for the following
 - the Government's "Major Projects Portfolio Quarterly Return (GMPP)",
 - the *Employer's* Project committee,
 - the LTC Business Review" (a sub-committee of the *Employer's* executive committee),
 - the LTC finance, risk and assurance group
- processes for supporting the *Employer* in providing financial management, information and controls (through prism) including
 - maintaining Project level financial plans (forecasts, budgets and baselines) including support for updating the Final Business Case and providing the *Employer* with regular financial forecasts to enable the provision of Project funding to be managed,
 - financial reporting and analysis of actual and forecast expenditure including variance analysis against agreed baselines (using Prism and Oracle as set out in schedule SP1 (Client Software) of the Integration Partner Contract,
 - preparation, maintenance and communication of Project level financial procedures and ensuring compliance across the Project, consistently with the *Employer's* existing corporate processes and procedures as well as wider Government controls in line with "Managing Public Money" (see link in annex 02 of the Integration Partner Contract),
 - maintaining appropriate records to provide supporting information for the *Employer's* audit and accounting purposes,
 - assuring the setting up of project bank accounts for the Project Contractors and subsequent analysis as required,
 - correct accounting and recording of VAT and other taxes (provided that the *Consultant* is not required to provide tax and/or accounting advice),
 - commercial protocols for inclusion in the processes for reviewing and assuring that each of the Project Contractors' proposed programmes submitted for acceptance are cost loaded with the Target Contract Budget to generate the Earned Value management Planned Value (each as defined below), and for making recommendations to the relevant Project Manager whether to accept, reject with comments or reject the cost loading within each proposed programme,

- commercial protocols for inclusion in the processes for measuring Earned Value and variance analysis for subsequent monthly programme submissions against each of the Project Contractors' First Accepted Programme,
- commercial protocols for inclusion in the processes for calculating Predictability (as defined above) for the Project, and
- commercial protocols for inclusion in the processes and workflows for use of appropriate data cleansing tools to maintain data integrity and for running and retaining evidence of data quality checks on all data,
- how the *Consultant* will support the Integration Partner processes for progress reporting including
 - key contract issues,
 - change control including any change to the Project Requirements and any change to the Project Contract Scopes,
 - cost reporting including Earned Value performance,
 - cost and Earned Value variance commentary,
 - third parties,
 - interfaces,
 - compensation events notified and implemented in the month summary of any early warning notices,
 - insurance related issues, and
 - risks and opportunities.

CS3-03 Delivery Phase Tasks

CS3-03.1 Delivery Phase Tasks for the Integration Partner

The Integration Partner leads delivery of the Integrated Project Controls and undertakes the following activities during the Delivery Phases, pursuant to task orders issued in accordance with their Integration Partner Contract.

CS3-03.2 The Integration Partner provides the services required under the Integration Partner Contract in accordance with the PMO and Integrated Project Controls plan which has been accepted pursuant to the Integration Partner Contract.

CS3-03.3 The Integration Partner ensures that each of the Project Contractors deliver the integrated project controls requirements as set out in and in accordance with the relevant Project Contract.

CS3-03.4 The Integration Partner provides the Integrated Project Controls including management of scope, risk, opportunities, time, cost, value of work, resources, performance, change and Earned Value management (as defined above) and analysis of management information using the systems set out in schedule SP3 (Client Software) of the Integration Partner Contract, and including the outputs required under the following services and Systems Schedules

- Integrated Project Programme as set out in schedule PS2 (Project Integrator) of the Integration Partner Contract,
- supporting the *Consultant* in the contract administration as set out in schedule PS8 (Contract Administration) of the Integration Partner Contract,
- schedule management as set out in schedule PS9 (Construction Delivery and Interface Management), and
- risk and opportunity management as set out in schedule PS10 (Risk and Opportunity Management) of the Integration Partner Contract.

CS3-03.5 The Integration Partner calculates the Predictability for the Project and includes the outcome within the monthly project report. Where Predictability lies outside the agreed range, the Integration Partner develops and agrees remedial action with the relevant Project Contractor or Ancillary Contractor.

CS3-03.6 The Integration Partner provides document control for the Project in accordance with the *Employer's* document control procedure and develops the workflows and processes for document control. The Integration Partner uses Business Collaborator for document management as set out in table SP2 of schedule SP2 (Items to be Provided by the Integration Partner) of the Integration Partner Contract.

CS3-03.7 The Integration Partner supports the *Employer* in providing the PMO including

- preparing and implementing the stage plan for PCF products,
- preparation and planning for SGAR, independent assurance reviews (IARs) and Investment Decision Committee (IDC) processes analysis and management of change control submissions,
- preparation and analysis of management information using the systems described in schedule SP3 (Client Software) of the Integration Partner Contract,
- preparation and analysis of Project reporting,
- preparation and analysis of reporting for the GMPP, the *Employer's* Project committee, the CIP Business Review, the CIP MMR and the CIP FRAG, and
- preparation for other Government reviews and audits including the "Infrastructure Projects Authority", and the "National Audit Office".

The Integration Partner provides an insurance manager to support the *Employer* in managing the Project Owner Controlled Insurance Policy.

CS3-03.8 Delivery Phase Tasks for the *Consultant*

The *Consultant* supports the Integration Partner in delivering the accepted PMO and Integrated Project Controls plan under the Integration Partner Contract by providing the *services* in accordance with the accepted Services Contract Management Plan under this contract.

The *Consultant* supports the Integration Partner in calculating the Predictability for the Project and includes, where applicable, the outcome within the reporting requirements set out below. Where Predictability lies outside the agreed range,

the *Consultant* develops and agrees remedial action with the Integration Partner and the relevant Project Contractor or Ancillary Contractor.

The *Consultant* supports the *Employer* and the Integration Partner in providing financial management, information and controls (through prism) including:

- maintaining Project level financial plans (forecasts, budgets and baselines) including support for updating the Final Business Case and providing the *Employer* with regular financial forecasts to enable the provision of Project funding to be managed,
- uploading the baseline to the *Employer's* cost management system against the *Employer's* control accounts to enable monthly reporting and Earned Value Management,
- financial reporting and analysis of actual and forecast expenditure including variance analysis against agreed baselines (using Prism and Oracle as set out in schedule SP1 (Client Software) of the Integration Partner Contract,
- preparation, maintenance and communication of Project level financial procedures and ensuring compliance across the Project, consistently with the *Employer's* existing corporate processes and procedures as well as wider Government controls in line with "Managing Public Money" (see link in **annex 02** of the Integration Partner Contract),
- maintaining appropriate records to provide supporting information for the *Employer's* audit and accounting purposes,
- correct accounting and recording of VAT and other taxes (provided that the *Consultant* is not required to provide and tax or accounting advice),
- supporting the managing and reporting on the performance of scheme budget risk allowances, and the inter-relationships with change management at a transactional level,
- supporting the Integration Partner by receiving and validating all cost data from relevant suppliers, including providing the data for the *services*, and upload into the *Employer's* cost management system every month to provide earned value management reporting,
- realising the projects contribution to 'Achieving Real Efficiency' through innovation to enhance customer experience; reduce delivery timescales and costs; Identify best practice; and share lessons learnt,
- where relevant updating information for the assured commercial and procurement strategy and
- controlling change through implementation and use of CEMAR, working in full compliance with the Projects "*conditions of contract*" and *Employer* Governance. Issue a gap analysis and RAG report monthly.

CS3-04 Review Stages

CS3-04.1 The Integration Partner reviews the PMO and Integrated Project Controls Plan for the Integration Partner Contract, prior to the start of each Review Stage, and at the start of each Review Stage, makes recommendations for changes to the PMO and Integrated Project Controls plan to deliver lean and agile services, with the capabilities and capacity needed for the subsequent Delivery Phases in order to achieve any efficiencies which it has identified. The

Integration Partner provides a revised updated PMO and Integrated Project Controls plan to the Integration Partner Service Manager for acceptance following the same process as set out in section CS3-02.2.

- CS3-04.2 The *Consultant* reviews the Service Contract Management Plan prior to the start of each Review Stage, and at the start of each Review Stage, makes recommendations for changes to the Service Contract Management Plan to deliver lean and agile services, with the capabilities and capacity needed for the subsequent Delivery Phases in order to achieve any efficiencies identified. The *Consultant* provides a revised updated Service Contract Management Plan to the *Service Manager* for acceptance following the same process as set out in section CS3-02.6.

Schedule CS6 – Quality Management

CS6-01 Things to be provided by the *Employer*

- CS6-01.1 The *Employer* provides to the *Consultant* and Integration Partner the documents entitled
- “PCF 241 Network Performance Criteria and Charging”, and
 - “Document Management and Business Collaborator (BC) Training”
- all as identified in annex 02 of the Integration Partner Contract.

- CS6-01.1 The Integration Partner Service Manager provides to the *Integration Partner*
- the Project Contract Scopes,
 - the Ancillary Contract Scopes,
 - the Technical Partner Contract Scope, and
 - the Consultant Contract Scope

which identify the quality management requirements which are to be delivered by the Project Contractors, Ancillary Contractors, *Consultant* and Technical Partner (as applicable) (see links in annex 02 of the Integration Partner Contract).

- CS6-01.3 The *Service Manager* provides to the *Consultant*
- the Project Contract Scopes,
 - the Ancillary Contract Scopes,
 - the Technical Partner Contract Scope, and
 - the Integration Partner Contract Scope

which identify the quality management requirements which are to be delivered by the Project Contractors, Ancillary Contractors, *Consultant* and Technical Partner (as applicable) (see links in annex 02 of the Integration Partner Contract).

CS6-02 Mobilisation Activities

CS6-02.1 Mobilisation Activities for the Integration Partner

The Integration Partner undertakes the following activities as part of its Mobilisation Activities. Until the PQMS (as defined below) is approved by the Integration Partner Service Manager, the Integration Partner provides the services pursuant to the Integration Partner Contract in accordance with its own ISO 9001 quality certification.

CS6-02.2 The Integration Partner develops a Project Quality Management System ("PQMS") which reflects the principles set out in sections S541 and S542 of the Integration Partner Contract and submits the PQMS to the Integration Partner Service Manager for acceptance within 45 working days of the starting date stated in the Integration Partner Contract. A reason for not accepting the PQMS is that

- it would not be capable of certification to ISO 9001, ISO 9004, ISO 14001 or ISO 44001,
- it does not allow the quality management requirements to be delivered in accordance with the Integration Partner Contract or the Project Contracts or the Ancillary Contracts (as applicable),
- it does not allow the quality management requirements to be delivered in accordance with the Technical Partner Contract or this contract (as applicable),
- it does not support the transfer of data to an ISO 55001 asset management system on Project Contract Completion or completion under the Ancillary Contracts,
- it does not reflect the principles set out in sections S541 and S542 of the Integration Partner Contract, or
- it does not include the matters set out in section CS6-02.3

Any resubmission of the PQMS is made in sufficient time to enable the PQMS to be accepted and implemented no later than 75 working days after the *starting date*. From the date of the Integration Partner Service Manager's acceptance of the same, the Integration Partner provides the services pursuant to the Integration Partner Contract in accordance with the accepted PQMS.

CS6-02.3 The PQMS includes the following

- approach to providing leadership of quality management and assurance for the whole Project for the duration of the services provided under the Integration Partner Contract,
- approach to driving collaboration between the Project Contractors, Ancillary Contractors, Technical Partner and the *Consultant* in quality management,
- approach to driving improvement in quality management for the whole Project for the duration of the services having due regard to the requirements of annex 11 of the Integration Partner Contract,
- approach to proactive engagement by the Integration Partner with the Project Contractors, Ancillary Contractors, Technical Partner and *Consultant* to drive high performance in quality management,

- processes for assuring that each of the Project Contractors delivers the quality management requirements in accordance with the relevant Project Contract Scope,
- processes for assuring that each of the Ancillary Contractors delivers the quality management requirements in accordance with the relevant Ancillary Contract Scope,
- processes for the review of the Project Contractors' plans for delivery of quality management requirements in accordance with the Project Contract Scopes and for making recommendations to each of the Project Managers as to whether the relevant Project Contractor's plans should be accepted, rejected with comments or rejected,
- processes for developing a risk based intrusion model for second and third party audit, quality control and surveillance,
- processes for second party and third party audit by the Integration Partner of the Project Contractors, the Project Contractors' supply chains, the Ancillary Contractors, the Ancillary Contractors' supply chains and the Technical Partner and the Technical Partner's supply chains,
- processes to enable the Project Managers to respond to and resolve non-compliance reports raised by the Project Contractors, Ancillary Contractors and Technical Partner to ensure that each Project Manager has all data and advice required to meet the periods for reply set out within the Project Contracts,
- processes to identify, respond to and resolve non-compliance reports raised by the Project Contractors or Ancillary Contractors which may either import or export risk to one or more of the Project Contracts or Ancillary Contracts, or to an interface specified in the Interface Matrix,
- processes for analysing quality management data to seek leading indicators and for making recommendations for improvement to the Integration Partner Service Manager,
- processes to support and enable the PCF and SGAR,
- processes for allocating Quality Management Points as set out in annex 10 of the Integration Partner Contract for the services provided pursuant to the Integration Partner Contract,
- processes for managing the clearance and resolution of defects during the defects period as defined in each of the Project Contracts,
- processes and workflows for the integration of data between the electronic commitments and requirements tool, the PQMS, the EDMS and the issue of contractual communications using CEMAR,
- a Commitments and Requirements Management Tool that provides
 - a traceable map of all Project requirements and commitments showing the ownership of all Project requirements and commitments,
 - the status of completion or discharge of the Project requirements and commitments,

- rules which govern assurance and acceptance by the *Employer*, or where delegated duties are in place the Integration Partner or Technical Partner, of
 - compliance by each of the Project Contractors and the Ancillary Contractors with the requirements and commitments in the relevant Project Contract Scope or Ancillary Contract Scope (as applicable), and
 - compliance with Project requirements and commitments which are not within any of the Project Contract Scopes or the Ancillary Contract Scopes,
- controlled access for the Project Contractors and Ancillary Contractors to input and review data,
- traceable records of all quality management actions which comprise assurance and acceptance by the *Employer* of compliance by each of the Project Contractors and the Ancillary Contractors with the requirements and commitments in the relevant Project Contract Scope or Ancillary Contract Scope (as applicable) and of compliance with Project requirements and commitments which are not within any of the Project Contract Scopes or the Ancillary Contract Scopes, and
- compatibility with the Project systems specified in schedule SP 2 and schedule SP3 of the Integration Partner Contract.

CS6-02.4 In developing the PQMS, the Integration Partner includes specific provision to measure its own performance against the following CPF categories

- 1.1c Health and Safety Management,
- 2.1h Effectiveness of engagement with customers and stakeholders,
- 2.2a Understanding key messages,
- 4.2a Percentage of value spend and average supplier payment timescales,
- 4.3a Equality, diversity and inclusivity (EDI),
- 4.4b Behavioural maturity action,
- 6.1a Performance against Project specific efficiency targets and effect on whole life performance,
- 6.2a Predictability, and
- 6.3a Quality management, service levels and key deliverables

The Integration Partner assesses its performance score under the CPF, in accordance with then-current guidance as published on the *Employer's* "Supply Chain Portal" (see link in **Annex 02**). The Integration Partner submits quarterly returns recording its performance to the supplier performance team through the Supply Chain Portal. Any score of less than 6 is treated by the PQMS as a non-compliance and the Integration Partner takes appropriate action to remedy the same.

CS6-02.5 Mobilisation Activities for the *Consultant*

The *Consultant* undertakes the following activities as part of its Mobilisation Activities.

CS6-02.6 The *Consultant* mobilises its resources and develops a Service Contract Management Plan for the *services* and submits the plan to the *Service Manager* for acceptance. A reason for not accepting the plan is that

- it does not include the matters set out at section CS6-02.7, or
- it does not allow the commercial management requirements of the *services* to be delivered in accordance with this contract, the Integration Partner Contract, the Technical Partner Contract, the Ancillary Contracts or the Project Contracts (as applicable)

The *Consultant* mobilises its resources and develops the first Annual Audit Plan and submits the plan to the *Service Manager* for acceptance. A reason for not accepting the plan is that

- it does not include the matters set out in section CS6-02.8, or
- it does not allow the commercial management or auditing requirements of the *services* to be delivered in accordance with this contract, the Integration Partner Contract, the Technical Partner Contract, the Ancillary Contracts or the Project Contracts (as applicable).

CS6-02.7 The Service Contract Management Plan includes the following with respect to the *services* to be provided, including for the purposes of the PQMS

- approach to supporting the Integration Partner who provides leadership of quality management and assurance for the whole Project for the duration of the *services*,
- approach to supporting the Integration Partner in driving collaboration between the Project Contractors, Ancillary Contractors, Integration Partner, Technical Partner and the *Consultant* in quality management,
- approach to supporting the Integration Partner in driving improvement in quality management for the whole Project for the duration of the *services* having due regard to the requirements of **Annex 11**,
- approach to proactive engagement by the *Consultant* with the Project Contractors, Ancillary Contractors, Technical Partner and Integration Partner to drive high performance in quality management,
- any quality protocols required by the *Consultant* for inclusion in the PQMS processes for assuring that each of the Project Contractors delivers the quality management requirements in accordance with the relevant Project Contract Scope,
- any quality protocols required by the *Consultant* for inclusion in the PQMS processes for assuring that each of the Ancillary Contractors delivers the quality management requirements in accordance with the relevant Ancillary Contract Scope,
- any quality protocols required by the *Consultant* for inclusion in the PQMS processes for second-party and third-party audit by the *Consultant* of the Project Contractors, the Project Contractors' supply chains, the Ancillary Contractors, the Ancillary Contractors' supply chains, the Integration

Partner, the Integration Partner's supply chain, the Technical Partner and the Technical Partner's supply chain,

- any quality protocols required by the *Consultant* for inclusion in the PQMS processes to identify, respond to and resolve non-compliance reports raised by the Project Contractors or Ancillary Contractors which may either import or export risk to one or more of the Project Contracts or Ancillary Contracts, or to an interface specified in the Interface Matrix,
- any quality protocols required by the *Consultant* for inclusion in the PQMS processes for analysing quality management data to seek leading indicators and for making recommendations for improvement to the *Service Manager*,
- processes for allocating Quality Management Points as set out in annex 10 for the *services*,
- processes and workflows for the integration of data between the electronic commitments and requirements tool, the PQMS, the EDMS and the issue of contractual communications using CEMAR,
- controlled access for the Project Contractors and Ancillary Contractors to input and review data,
- traceable records of all quality management actions which comprise assurance and acceptance by the *Employer* of compliance by each of the Project Contractors and the Ancillary Contractors with the requirements and commitments in the relevant Project Contract Scope or Ancillary Contract Scope (as applicable) and of compliance with Project requirements and commitments which are not within any of the Project Contract Scopes or the Ancillary Contract Scopes, and
- compatibility with the Project systems specified in Schedule SP1.

CS6-02.8 The *Consultant* provides the Annual Audit Plan Content for the purposes of and for incorporation into the PQMS covering each annual period from the *starting date* until the *defects date*. Such annual periods cover 1 April to 31 March each year provided that the first year covers the period from the *starting date* until 31 March 2022 and the last year covers the period from 1 April prior to the *defects date* until the *defects date*,

- such annual audit plan content:
 - is prepared, maintained, upgraded, revised and implemented by the *Consultant* in collaboration with the members of the ICT for the purposes of the audit content to be included in the PQMS,
 - covers the Project Contracts, the Ancillary Contracts, the Integration Partner Contract, the Technical Partner Contract and any other contracts and services in connection with the Project, except the Commercial Partner contract, which will be audited separately by the Employer,
 - is “risk based” and linked to the key activities being provided across the Project in the relevant year,
 - provides for a minimum of one audit per month, and

- includes the required quality protocols to deliver the plan such as the identified resources, processes and workflows.

CS6-02.9 The Annual Audit Plan Content is submitted to the *Service Manager* for acceptance one month before the start of each annual period stated above. A reason for the *Service Manager* not accepting the Annual Audit Plan Content is that it does not include the matters required by CS3.02-7, or it will not allow the *Consultant* to Provide the Services or the Integration Partner to provide the services required pursuant to the Integration Partner Contract. Where the *Service Manager* does not accept the Annual Audit Plan Content the *Consultant* updates the Annual Audit Plan Content in accordance with the *Service Manager's* comments and resubmits it for acceptance by the *Service Manager* within the *period for reply*.

CS6-02.10 In developing the quality management system in accordance with clause 40 and the Scope, the *Consultant* includes specific provision to measure its own performance against the following CPF categories

- 1.1c Health and Safety Management,
- 2.1h Effectiveness of engagement with customers and stakeholders,
- 2.2a Understanding key messages,
- 4.2a Percentage of value spend and average supplier payment timescales,
- 4.3a Equality, diversity and inclusivity (EDI),
- 4.4b Behavioural maturity action,
- 6.1a Performance against Project specific efficiency targets and effect on whole life performance,
- 6.2a Predictability, and
- 6.3a Quality management, service levels and key deliverables

The *Consultant* monitors and records its performance score under the CPF, in accordance with then-current guidance as published on the *Employer's* "Supply Chain Portal" (see link in **Annex 02**). The Integration Partner submits quarterly returns recording its performance to the supplier performance team through the Supply Chain Portal. Any score of less than 6 is treated by the PQMS as a non-compliance and the Integration Partner takes appropriate action to remedy the same.

CS6-03 Delivery Phase Tasks

CS6-03.1 Delivery Phase Tasks for the Integration Partner

The Integration Partner undertakes the following activities during the Delivery Phases, pursuant to task orders issued in accordance with the Integration Partner Contract.

CS6-03.2 The Integration Partner provides the services required by the Integration Partner Contract in accordance with the accepted PQMS.

- CS6-03.3 The Integration Partner provides a training and education programme for the *Employer*, the Project Contractors, the Ancillary Contractors, the Technical Partner and the *Consultant* based on the accepted PQMS.
- CS6-03.4 The Integration Partner continues to submit quarterly returns recording its performance score under the CPF to the *Employer's* supplier performance team through the "Supply Chain Portal" (see link in **Annex 02** of the Integration Partner Contract). Any score of less than 6 is treated by the PQMS as a non-compliance and the Integration Partner takes appropriate action to remedy the same.
- CS6-03.5 **Delivery Phase Tasks for the *Consultant***
- The *Consultant* undertakes the following activities during the Delivery Phases, pursuant to Task Orders.
- The *Consultant* supports the Integration Partner in delivering the accepted PQMS under the Integration Partner Contract by providing the *services* in accordance with the accepted Services Contract Management Plan under this contract.
 - The *Consultant* supports the Integration Partner in delivering the accepted PQMS by ensuring effective use of all contractual quality management mechanisms to hold suppliers to account by maintaining quality of delivery, health safety and wellbeing product quality and reporting quality.
 - The *Consultant* delivers its quality management system.
- CS6-03.6 The *Consultant* supports the Integration Partner to agree with the relevant suppliers, a return to quality plan in the event that QMPs exceed the contract threshold level.
- CS6-03.7 In the event of a Project Supplier exceeding the contract threshold QMPs, the relevant Project Supplier produces an 'improve the way we work' action plan for the delivery of their service to avoid other supplier failures.
- CS6-03.8 The *Consultant* continues to submit quarterly returns recording its performance score under the CPF to the *Employer's* supplier performance team through the "Supply Chain Portal" (see link in **Annex 02**). Any score of less than 6 is treated by the PQMS as a non-compliance and the *Consultant* takes appropriate action to remedy the same.

CS6-04 Review Stages

- CS6-04.1 The Integration Partner reviews the PQMS prior to the start of each Review Stage, and at the start of each Review Stage, makes recommendations for changes to the PQMS to deliver lean and agile services, with the capabilities and capacity needed for the subsequent Delivery Phases in order to achieve any efficiencies identified. The Integration Partner provides a revised updated PQMS to the Integration Partner Service Manager for acceptance following the same process as set out in section CS6-02.2.
- CS6-04.2 The *Consultant* reviews the Service Contract Management Plan and the PQMS prior to the end of the Mobilisation Phase, prior to the start of each Review Stage, and at the start of each Review Stage and makes recommendations for changes to the Service Contract Management Plan and the PQMS including to deliver lean and agile *services*, with the capabilities and capacity needed for the subsequent Delivery Phases in order to achieve any efficiencies identified. The *Consultant*

provides a revised updated Service Contract Management Plan to the *Service Manager* for acceptance following the same process as set out in section CS6-02.6.

Schedule PS7 – CP - Utilities Management and Third Party Agreements Support

PS7-01 Things to be provided by the *Employer*

PS7-01.1 The *Employer* provides the following to the *Consultant* and Integration Partner

- the Development Consent Order (once granted),
 - Third Party Agreements which have been or will be entered into outside of the Development Consent Order,
 - the Project Consents and Commitments Register,
 - the document entitled “Interface Matrix” identified in **Annex 02**,
 - baseline instrumentation and monitoring data,
 - details of the duties of the Integration Partner Service Manager under the Integration Partner Contract which will be delegated to the *Consultant*, including by Task Order if applicable, and
 - details of any duties under the Technical Partner Contract which will be delegated to the *Consultant* including by Task Order if applicable
- (see links in **Annex 02**).

PS7-01.2 The *Service Manager* pursuant to this contract and the Integration Partner Service Manager pursuant to the Integration Partner Contract both provide to the *Consultant* or Integration Partner as applicable

- the SGAR 3 report detailing all Third Party coordinated design products which have been assured as part of the Design for the Development Consent Order,
- a report detailing all Third Party coordinated design products which have been developed by the Technical Partner or by Third Parties subsequent to SGAR 3,
- details of all possessions, outages, diversions, strengthening, protection measures, enhancements or renewals which are agreed with the Third Parties, and
- the Project Contract Scopes which identify the utilities management, non-contestable utility diversions design and other requirements of the Third Party Agreements (the “Third Party Requirements”) which are to be delivered by the Project Contractors (see link in **Annex 02**).

PS7-02 Mobilisation Activities

PS7-02.1 **Mobilisation Activities for the Integration Partner**

The Integration Partner undertakes the following activities as part of its Mobilisation Activities.

PS7-02.2 The Integration Partner develops a plan to comply with Third Party Requirements ("Third Party Requirements Plan") for the Project and submits the plan to the Integration Partner Service Manager for acceptance. A reason for not accepting the plan is that

- it does not include the matters set out in section PS7-02.3,
- it does not allow the Third Party Requirements to be delivered in accordance with the contract or the Project Contracts (as applicable), or
- it does not allow the *Employer* to meet its obligations under any Third Party Agreement.

PS7-02.3 The Third Party Requirements Plan includes the following

- approach to providing leadership of the delivery of Third Party Requirements for the whole Project for the duration of the services,
- approach to collaborative working by the Integration Partner with the Technical Partner and *Consultant* to drive high performance in any works required under the Third Party Agreements and which do not form part of the Project Scopes for the whole Project for the duration of the services provided pursuant to the Integration Partner Contract,
- approach to driving improvement in and the delivery of Third Party Requirements for the whole Project for the duration of the services provided pursuant to the Integration Partner Contract having due regard to the requirements of annex 11 of the Integration Partner Contract,
- approach to proactive engagement by the Integration Partner with each of the Project Contractors to drive high performance in the delivery of the Third Party Requirements in accordance with the relevant Project Contract Scope,
- approach to driving collaboration between the Project Contractors in the delivery of the Third Party Requirements in accordance with the Project Contract Scopes,
- approach to driving collaboration between the Project Contractors in the management of interfaces within the Third Party Requirements in accordance with the Project Contract Scopes,
- approach to integrating the Third Party Requirements with the stakeholder management and communications services provided pursuant to the Integration Partner Contract,
- processes for the review of the Project Contractors' plans for delivery of the Third Party Requirements in accordance with the Project Contract Scopes and for making recommendations to the Project Managers as to whether the Project Contractors' plans are to be accepted, rejected with comments or rejected,
- processes for receiving, assuring and managing design submissions made in accordance with the Third Party Agreements which require "approval in principle" under duties delegated to the Technical Partner by the *Employer's* standards and engineering services directorate,

- processes for assurance and audit of each of the Project Contractors' delivery of Third Party Requirements in accordance with the relevant Project Contract Scope,
- processes for integrating, managing and reporting Third Party Requirements data for the whole Project,
- processes for maintaining the Third Party Requirements baseline data,
- identification of risks to compliance with Third Party Requirements and processes to manage and mitigate risks,
- processes for the integration and coordination of the Project Contractors' delivery of Third Party Requirements in accordance with the Project Contract Scopes,
- processes for the allocation, management and coordination of activities related to the delivery of any Third Party Requirements where there is an interface which requires discharge of the Third Party Requirement by more than one Project Contractor,
- processes for including all Third Party Requirements within the Integrated Project Programme,
- processes for recording all communications with consenting bodies within the CRM system,
- processes to manage any works required by the Third Party Agreements and which do not form part of the Project Contract Scopes,
- processes to review the Interface Matrix against the Development Consent Order once granted and any Third Party Agreements which have been entered into outside of the Development Consent Order and to ensure that all Third Party interfaces are captured and updated within the Interface Matrix,
- if requested, processes to support the *Employer* during procurement of the Project Works to negotiate and finalise the Third Party Requirements within each of the Project Contracts,
- processes to support the *Employer* during the OCI Phase to optimise the delivery of the Third Party Requirements within each of the Project Contracts,
- processes to support the *Employer* in resolving any disputes which may arise during the discharge of Third Party Requirements,
- processes to support the *Employer* in managing corporate and Project relationships with Statutory Undertakers and other Third Parties,
- service level agreements for the Technical Partner to ensure that all coordinated design and technical assurance of the design produced by the Third Parties are reviewed and recommendations made to the *Employer* in a timely manner to allow the *Employer* to fulfil its obligations under the Third Party Agreements,
- processes for

- capturing all Third Party Requirements, and
 - managing all Third Party Requirements
- within the Commitments and Requirements Management Tool.
- PS7-02.4 The Integration Partner supports the *Employer* to negotiate and finalise any Third Party Agreements outstanding at the time of submission of the DCO application.
- PS7-02.5 The Integration Partner supports the *Employer* during procurement of the Project Works to negotiate and finalise the Third Party Requirements, including the non-contestable utility diversions, within each of the Project Contracts.
- PS7-02.6 The Integration Partner manages the process of compiling the contract documents for each of the Project Contracts prior to award, in order to capture and configure the outcomes from the procurement process.
- PS7-02.7 **Mobilisation Activities for the *Consultant***
- The *Consultant* undertakes the following activities as part of its Mobilisation Activities.
- PS7-02.8 The *Consultant* mobilises its resources and develops a Service Contract Management Plan for the *services* and submits the plan to the *Service Manager* for acceptance. A reason for not accepting the plan is that
- it does not include the matters set out in section PS7-02.9,
 - it does not allow the Third Party Requirements to be delivered in accordance with the contract or the Project Contracts (as applicable), or
 - it does not allow the *Employer* to meet its obligations under any Third Party Agreement.
- PS7-02.9 The Service Contract Management Plan includes the following with respect to the *services* to be provided, including for the purposes of the Third Party Requirements Plan
- approach to providing commercial support to the Integration Partner to enable effective leadership of the delivery of Third Party Requirements for the whole Project for the duration of the *services*,
 - approach to collaborative working by the *Consultant* with the Integration Partner to drive high commercial performance in any works required under the Third Party Agreements and which do not form part of the Project Scopes for the whole Project for the duration of the *services*,
 - approach to driving commercial improvement in and the delivery of Third Party Requirements for the whole Project for the duration of the *services* having due regard to the requirements of **Annex 11**,
 - approach to proactive engagement by the *Consultant* with each of the Project Contractors to drive high performance in the delivery of

the Third Party Requirements in accordance with the relevant Project Contract Scope,

- approach to driving commercial collaboration between the Project Contractors in the delivery of the Third Party Requirements in accordance with the Project Contract Scopes,
- any commercial protocols required by the *Consultant* for inclusion in the processes for the review of the Project Contractors' plans for delivery of the Third Party Requirements in accordance with the Project Contract Scopes and for making recommendations to the Project Managers and/or the Heads of Commercial as to whether the Project Contractors' plans are to be accepted, rejected with comments or rejected,
- any commercial and audit protocols required by the *Consultant* for inclusion in the processes for assurance and audit of each of the Project Contractors' delivery of Third Party Requirements in accordance with the relevant Project Contract Scope,
- any commercial protocols required by the *Consultant* for inclusion in the processes for integrating, managing and reporting Third Party Requirements data for the whole Project,
- any commercial protocols required by the *Consultant* for inclusion in the processes for maintaining the Third Party Requirements baseline data,
- identification of any commercial risks with Third Party Requirements and commercial processes to manage and mitigate these risks,
- any commercial protocols required by the *Consultant* for inclusion in the processes for the integration and coordination of the Project Contractors' delivery of Third Party Requirements in accordance with the Project Contract Scopes,
- any commercial protocols required by the *Consultant* for inclusion in the processes for the allocation, management and coordination of activities related to the delivery of any Third Party Requirements where there is an interface which requires discharge of the Third Party Requirement by more than one Project Contractor,
- any commercial protocols required by the *Consultant* for inclusion in the processes to manage any works required by the Third Party Agreements and which do not form part of the Project Contract Scopes,
- any commercial protocols required by the *Consultant* for inclusion in the processes to support the *Employer* during procurement of the Project Works to negotiate and finalise the Third Party Requirements within each of the Project Contracts,
- any commercial protocols required by the *Consultant* for inclusion in the processes to support the *Employer* in resolving any disputes which may arise during the discharge of Third Party Requirements,
- service level agreements for the *Consultant* to ensure that all commercial management for all Third Party Agreements, administration and assurance of the applications for payment for all

Third Party Agreements and cost assurance and audit of cost under the Third Party Agreements are reviewed and recommendations made to the *Employer* in a timely manner to allow the *Employer* to fulfil its obligations under the Third Party Agreements.

PS7-03 Delivery Phase Tasks

PS7-03.1 Delivery Phase Tasks for the Integration Partner

The Integration Partner undertakes the following activities during the Delivery Phases, pursuant to task orders issued in accordance with the Integration Partner Contract.

PS7-03.2 The Integration Partner provides its services in accordance with the accepted Third Party Requirements Plan pursuant to the Integration Partner Contract.

PS7-03.3 The Integration Partner ensures, and leads the process of ensuring, that each of the Project Contractors delivers the Third Party Requirements in accordance with the relevant Project Contract Scope.

PS7-03.4 Not used.

PS7-03.5 The Integration Partner directs and manages the Technical Partner who undertakes the technical assurance and integration of any designs produced by the Third Parties. The Project Contractors are responsible for the incorporation of Third Party Requirements into their design as set out within the Project Contract Scopes.

PS7-03.6 The Integration Partner supports the *Employer* to negotiate and finalise any remaining Third Party Agreements outstanding at the time of submission of the DCO application.

PS7-03.7 The Integration Partner leads and manages any works required by the Third Party Agreements which do not form part of the Project Contract Scopes.

PS7-03.8 The Integration Partner reviews the Development Consent Order once granted and any Third Party Agreements which are entered into outside of the Development Consent Order and ensures that all Third Party Requirements are captured within the Commitments and Requirements Management Tool.

PS7-03.9 The Integration Partner reviews the Interface Matrix against the Development Consent Order once granted and any Third Party Agreements which are entered into outside of the Development Consent Order and ensures that all interfaces between any non-contestable utility diversions or other works required pursuant to a Third Party Agreement, or between such works and the Project Works, are captured and updated within the Interface Matrix.

PS7-03.10 The Integration Partner supports the *Employer* during the OCI Phase to optimise the delivery of the Third Party Requirements within each of the Project Contracts.

PS7-03.11 The Integration Partner supports the *Employer* in resolving any disputes which may arise during the discharge of the Third Party Requirements.

PS7-03.12 **Delivery Phase Tasks for the *Consultant***

The *Consultant* supports the Integration Partner in delivering the accepted Third Party Requirements plan under the Integration Partner Contract by providing the *services* in accordance with the accepted Services Contract Management Plan under this contract.

The *Consultant* undertakes the following activities during the Delivery Phases, pursuant to Task Orders issued in accordance with this contract

- provides the commercial management for all Third Party Agreements,
- administers and assures the applications for payment under all Third Party Agreements and makes recommendations to the *Employer* in respect of such applications for payment,
- undertakes cost assurance and audit of cost under the Third Party Agreements, and
- provides commercial challenge and expertise to support the management and delivery of Third Party Agreements, including a monthly report of all Third Party income and expenditure.

PS7-03.13 The *Consultant* supports the *Employer* and works with the Integration Partner during the OCI Phase to optimise the delivery of the Third Party Requirements within each of the Project Contracts.

PS7-03.14 The *Consultant* supports the *Employer* and works with the Integration Partner in resolving any disputes which may arise during the discharge of the Third Party Requirements.

PS7-04 Review Stages

PS7-04.1 The Integration Partner reviews the Third Party Requirements Plan prior to the start of each Review Stage, and at the start of each Review Stage, makes recommendations for changes to the Third Party Requirements Plan to deliver lean and agile services, with the capabilities and capacity needed for the subsequent Delivery Phases in order to achieve any efficiencies identified. The Integration Partner provides a revised updated Third Party Requirements Plan to the Integration Partner Service Manager for acceptance following the same process as set out in section PS7-02.2.

PS7-04.2 The *Consultant* reviews the Service Contract Management Plan prior to the start of each Review Stage, and at the start of each Review Stage, makes recommendations for changes to the Service Contract Management Plan to deliver lean and agile *services* with the capabilities and capacity needed for the subsequent Delivery Phases in order to achieve any efficiencies identified. The *Consultant* provides a revised updated Service Contract Management Plan to the *Service Manager* for acceptance following the same process as set out in section PS7-02.8.

Schedule PS8 – CP - Contract Management

PS8.01 Things to be provided by the *Employer*

PS8-01.1 The *Employer* provides the following to the *Consultant* and Integration Partner

- the Project Contracts,
- the Project Budget,
- details of those duties of the Project Manager under the Project Contracts which will be delegated to the Integration Partner,
- details of those duties of the “service manager” and/or “project manager” under the Integration Partner Contract, the Technical Partner Contract and the Ancillary Contracts which will be delegated to the *Consultant* and
- a draft Project contract management plan covering each of the Project Contracts

(see links in **Annex 02**).

PS8-01.2 The *Employer* leads contract management for the Project and undertakes the following roles

- the *Employer's* Project Director for each Project Contract will act as the Project Manager,
- save in relation to any specific Project Manager functions which are delegated to the Integration Partner, the *Employer* is responsible for approval of all contract communications through CEMAR,
- the *Employer's* Heads of Commercial for each Project Contract will direct and approve all commercial matters including applications for payment under the Project Contracts and the applicable Ancillary Contracts,
- the *Employer's* Heads of Commercial for programme level and central *services* will direct and approve all commercial matters including applications for payment under this contract, the Integration Partner Contract, the Technical Partner Contract and the applicable Ancillary Contracts,
- the *Employer's* Programme Director will act as the Integration Partner Service Manager,
- the *Employer's* Development Director will act as the Technical Partner Service Manager, and
- either the project manager or the service manager for the Ancillary Contracts.

PS8-01.3 The Integration Partner Service Manager provides to the Integration Partner

- the SGAR 3 report detailing all cost, schedule, risk and opportunity PCF products and other products which have been assured as part of the Design for the Development Consent Order,
- the Contract Budget for each of the Project Contracts,
- the Project Contracts which identify the compensation events which remain the *Employer's* risk under the Project Contracts, and
- the Project Contract Scopes which identify the contract management requirements which are to be complied with by the Project Contractors

(see link in **Annex 02**).

PS8-01.4 The *Service Manager* provides to the *Consultant*

- the Integration Partner Contract,
- the Technical Partner Contract,
- the current Ancillary Contracts (future Ancillary Contracts to be provided as and when awarded),
- The Invitation To Participate in Dialogue (ITPD) estimates for each of the Project Contracts the Contract Budget for each of the Project Contracts,
- the Project Contracts which identify the compensation events which remain the *Employer's* risk under the Project Contracts,
- the Project Contract Scopes which identify the contract management requirements which are to be complied with by the Project Contractors, and
- the *Employer's* Contract Control Framework (CCF) processes and procedures

(see link in **Annex 02**).

PS8-02 Mobilisation Activities

PS8-02.1 **Mobilisation Activities for the Integration Partner**

The Integration Partner undertakes the following activities as part of its Mobilisation Activities.

PS8-02.2 The Integration Partner develops a set of high-level contract management plan principles for development and implementation by the *Consultant* and sets out its services provided under the Integration Partner Contract. and submits the plan to the *Service Manager* for acceptance. A reason for not accepting the plan is that

- it does not include the matters set out at section PS8-02.3, or
- it does not allow the contract management requirements to be delivered in accordance with the contract, the Integration Partner Contract, the Technical Partner Contract, the Ancillary Contracts or the Project Contracts (as applicable).

PS8-02.3 The contract management plan includes the following

- approach to providing support to the leadership of contract management for the whole Project for the duration of the services provided under the Integration Partner Contract,
- approach to supporting the *Consultant* in driving improvement in contract management for the whole Project for the duration of the services provided under the Integration Partner Contract having due regard to the requirements of annex 11 of the Integration Partner Contract,
- approach to supporting proactive engagement by the *Consultant* with each of the Project Contractors and Ancillary Contractors to drive high performance against the contract management requirements in accordance with the relevant Project Contract Scope,
- approach to the early identification of potential disputes to maximise the time available to mitigate and manage issues giving rise to the potential dispute,
- approach to supporting the *Consultant* and the applicable Project Manager and working collaboratively with the Project Contractors to develop any mitigations that may be required should any Project Contractor's Forecast of Defined Cost indicate that the Contract Budget is likely to be exceeded,
- approach to collaborative working by the Integration Partner with the *Consultant* to support driving high performance in contract management for the whole Project for the duration of the services provided under the Integration Partner Contract,
- a set of high-level principles for contract management of the Project Contracts and the Ancillary Contracts including workflows for receipt of and issue of contractual communications using CEMAR and associated attachments via the EDMS,
- a set of high-level principles for the review of the Project Contractors' plans for delivery of contract management requirements in accordance with the Project Contract Scopes and for making recommendations to the Project Managers as to whether the Project Contractor's plans are to be accepted or rejected with comments,
- a set of high-level principles for change management for the Ancillary Contracts and for any claims for compensation events under the Project Contracts,
- a set of high-level principles for cost management of any compensation events under the Project Contracts, and
- a set of high-level principles for reviewing and assuring the Project Contractors' Forecasts of Defined Cost and making recommendations to the Project Manager as to whether any Project Contractor's Forecast of Defined Cost are to be accepted, rejected with comments or rejected.

PS8-02.4 The Integration Partner, if requested, supports the *Employer* during procurement of the Project Works to negotiate and finalise the contract management requirements within each of the Project Contracts.

- PS8-02.5 Not used.
- PS8-02.6 The Integration Partner reviews and supports the *Employer* to finalise the Project contract management plan principles.
- PS8-02.7 Not used.
- PS8-02.8 Not used.
- PS8-02.9 **Mobilisation Activities for the *Consultant***
The *Consultant* undertakes the following activities as part of its Mobilisation Activities.
- PS8-02.10 The *Consultant* mobilises its resources and develops a Service Contract Management Plan for the *service* and submits the plan to the *Service Manager* for acceptance. A reason for not accepting the plan is that
- it does not include the matters set out at section PS8-02.9, or
 - it does not allow the commercial management requirements to be delivered in accordance with the contract or the Project Contracts (as applicable).
- PS08-02.11 The service contract management plan includes the following
- approach to providing leadership of commercial management for the whole Project for the duration of the *service*,
 - approach to driving improvement in commercial management for the whole Project for the duration of the *service* having due regard to the requirements of **Annex 11**,
 - approach to the early identification of potential disputes to maximise the time available to mitigate and manage issues giving rise to the potential dispute,
 - approach to supporting the Project Manager and working collaboratively with the Integration Partner and Project Contractors to develop any mitigations that may be required should any Project Contractor's Forecast of Defined Cost indicate that the Target Contract Budget is likely to be exceeded,
 - approach to collaborative working by the *Consultant* with the Integration Partner, the Technical Partner and the *Employer* to drive high performance in contract management for the whole Project for the duration of the *services*,
 - engages with project programmes to understand the *Employer's* target operating model and the *Consultant's* role within the ICT,
 - takes the high-level principles from the Integration Partner and develops processes and workflows for contract management of the Project Contracts, the Integration Partner Contract, the Technical Partner Contract and the Ancillary Contracts including workflows for receipt of, and issue of contractual communications using CEMAR and associated attachments via the EDMS,

- takes the high-level principles from the Integration Partner and develops processes for change management for the Ancillary Contracts and for any claims for compensation events under the Project Contracts,
- takes the high-level principles from the Integration Partner and develops processes for cost management of any compensation events under the Project Contracts,
- takes the high-level principles from the Integration Partner and develops processes for reviewing and assuring the Project Contractors' Forecasts of Defined Cost and making recommendations to the Project Manager as to whether any Project Contractor's Forecast of Defined Cost are to be accepted, rejected with comments or rejected,
- approach to mobilising effectively throughout the supply chain, including driving disciplined commercial management to ensure alignment and common approach,
- development of procurement plans to deliver value throughout the supply chain including appropriate selection of sub-contractors and contracts types for the different packages, and
- promotion of disciplined sub-contract account management, effective change control and visibility and control of cost.

PS8-02.12 The *Consultant* supports the *Employer* during procurement of the Project Works to negotiate and finalise the contract management requirements within each of the Project Contracts.

PS8-02.13 The *Consultant* reviews and supports the *Employer* to finalise the Project contract management plan.

PS8-02.14 The *Consultant* produces a contracts register template to capture all the relevant information including but not limited to the lifecycle and values for all contracts on the Project.

PS8-02.15 The *Consultant* works with the *Employer* and the Integration Partner to produce a RACI Matrix covering all the contract management and administration tasks, milestones or key decisions on all the Project contracts.

PS8-03 Delivery Phase Tasks

PS8-03.1 Delivery Phase Tasks for the Integration Partner

The Integration Partner provides the following services during the Delivery Phases, pursuant to task orders issued in accordance with the Integration Partner Contract.

PS8-03.2 The Integration Partner provides its services in accordance with the accepted contract management plan pursuant to the Integration Partner Contract.

- PS8-03.3 The Integration Partner supports the *Consultant* to ensure that each of the Project Contractors comply with the contract management requirements in accordance with the relevant Project Contract Scope.
- PS8-03.4 In relation to any specific Project Manager functions which are delegated to the Integration Partner, the Integration Partner is responsible for approval of all contract communications through CEMAR.
- PS8-03.5 **Delivery Tasks for the *Consultant***
The *Consultant* provides the following services during the Delivery Phases, pursuant to Task Orders.
- The *Consultant* Provides the Services in accordance with the accepted Services Contract Management Plan.
 - The *Consultant* provides the contract management and contract administration for the Integration Partner Contract, the Technical Partner Contract, the Project Contracts and the Ancillary Contracts in accordance with the finalised Project contract management plan and is responsible for managing contract communications through CEMAR.
 - The *Consultant* ensures that the Project Manager has all data and advice required to meet the *periods for reply* set out within the Project Contracts.
 - The *Consultant* ensures that the Integration Partner Service Manager and the Technical Partner Service Manager have all data and advice required to meet the “periods for reply” set out in the Integration Partner and Technical Partner Contracts.
 - The *Consultant* ensures that the project manager or service manager for the Ancillary Contracts have all the data and advice required to meet the “periods for reply” set out in the Ancillary Contracts.
 - The *Consultant* works with the Integration Partner to administer the change management and management of any claims for compensation events under the Project Contracts, Technical Partner Contract and Ancillary Contracts.
 - The *Consultant* works with the *Employer* to administer the change management and management of any claims for compensation events under the Integration Partner Contract.
- PS8-03.6 The *Consultant* develops dispute avoidance strategies for the Integration Partner Contract, Technical Partner Contract, the Ancillary Contracts and the Project Contracts and supports the *Employer* to manage and resolve any disputes which may arise under those contracts.
- PS8-03.7 The *Consultant* (including in accordance with any directions or instructions of the *Employer* and/or the Integration Partner in its role as Project Manager (without the Integration Partner assuming any contract administration function in respect of the *Consultant*));
- provides, populates, maintains, updates and reviews a contracts register capturing all relevant information including but not limited to the lifecycle and values for all contracts on the Project and advises

the *Employer* of any potential governance issues including but not limited to exceeding contract values,

- provides the commercial management for all Project Contracts, Ancillary Contracts, the Integration Partner Contract and the Technical Partner Contract,
- reviews, administers and assures all applications for payment for the Project Contracts, the Ancillary Contracts, the Integration Partner Contract and the Technical Partner Contract and makes recommendations to the relevant project managers or service managers,
- undertakes cost assurance and audit of defined cost under all the Project Contracts, the Ancillary Contracts, the Integration Partner Contract and the Technical Partner Contract,
- provides cost management of any claims for compensation events under the Project Contracts, the Ancillary Contracts, the Integration Partner Contract and the Technical Partner Contract,
- supports the *Employer* in the development and implementation of a “single point of truth” commercial data management strategy including providing;
 - data driven leading indicators on the Project’s commercial performance,
- implements digital rules setters to help the analysis of real time commercial data to identify trends to improve performance,
- provides commercial advice to the *Employer’s* Commercial Director and/or each Heads of Commercial for each Project Contract,
- leads and manages all NEC contract administration through CEMAR for the Project Contracts, the Ancillary Contracts, the Integration Partner Contract and the Technical Partner Contract,
- quantifies and assesses compensation events and makes recommendations to the *Employer’s* project manager or service manager as applicable for forecasting purposes,
- protects the *Employer’s* commercial interests in the context of the Project objectives, including identifying and establishing and monitoring productivity driven key performance indicators,
- works with the Integration Partner and the *Employer* to commercially challenge risk and schedule management,
- carry out cost audit and assurance, providing and delivering the annual audit plan of all suppliers that covers all the commercial or contract risk across the Project including but not limited to proportionality of work allocation between subcontractors, material and plant suppliers and other consultants,
- if requested, supports the production of investment papers for the *Employer’s* governance process including providing the expertise to articulate and draft the commercial case in support of Final Business Case (FBC) submissions under the direction of the *Employer*,

- produces the monthly commercial management report for the Project in such form and including such content as agreed with the *Employer*,
- including, but not limited to, providing opinion, with data to support, on; remaining risk provision compared to remaining risks; variances from budgets in month and cumulative; anticipated final accounts; change funded by risk items; adequacy and accuracy of all suppliers' commercial and contractual forecasting and reporting; commercial risks and opportunities; early warnings of disputes and resolution action recommendations with timescales, tracking the use of designated funds and efficiency opportunities compared to agreed targets,
- progresses, reviews and recommends agreement of all the final accounts within 3 months following "completion" under the relevant contracts,
- ensures that all the *Employer's* obligations and the Project Supplier's obligations are captured in the Project contract management plan and delivered including provision of guidance and advice on the delivery, interpretation and monitoring of Project Supplier's tender commitments,
- maintains ongoing review of compliance with the Project's or programme's relevant contract by all parties, providing commercial advice/guidance on how to remedy any non-compliance,
- if requested, provides commercial performance reporting, and supports the supplier performance team in effective challenge on CPF performance, including supporting the *Employer* in any audits,
- supports the *Employer* and the Integration Partner in change management tracking and reporting, provides proactive support to the *Employer* and the Integration Partner in the commercial assessment, management, and assurance of change in design, time, scope and/or process,
- monitors all the project bank accounts on all the Project contracts throughout the duration of the Project,
- support the *Employer's* Commercial Director and Heads of Commercial in driving a single commercial team, one team agenda, one focus and support management of the commercial relationships across the Project,
- through delivering the annual audit plan leads the overall supply chain audit to ensure that Tier 2 and 3 suppliers are aligned to Project objectives, that flow down conditions are being delivered through to the supply chain and that there is overall transparency throughout the Project supply chain,

and the *Consultant* incorporates processes in respect of the activities stated in the bullet points in this section in the Service Contract Management Plan.

PS8-03.8 The *Consultant* reviews and works with the Integration Partner to assure each Project Contractor's Forecasts of Defined Cost and makes

recommendations to the Project Manager as to whether each Forecast of Defined Cost is to be accepted, rejected with comments or rejected.

- PS8-03.9 The *Consultant* supports the Project Manager and works collaboratively with the Integration Partner and Project Contractors to develop any mitigations that may be required should any Forecast of Defined Cost indicate that the Contract Budget is likely to be exceeded.
- PS8-03.10 The *Consultant* provides an induction training and education programme for the Project Contractors on the processes, workflows and systems in the Project contract management plan.
- PS8-03.11 The *Consultant* produces the RACI Matrix during the Mobilisation Phase and populates, maintains, monitors and updates the RACI Matrix no less frequently than monthly.
- PS8-03.12 The *Consultant* develops a 360 degree behaviours survey for the Integrated Client Team and submits it to the *Service Manager* for acceptance. The behaviours survey measures the extent to which the behaviours and values set out in the Behaviours and Values Statement have been embedded into, and are being displayed by, each member of the Integrated Client Team in the performance of its respective role on the Project. The *Consultant* conducts the survey every 3 months. A reason for not accepting the survey is
- it does not include adequate provisions to measure the extent to which the behaviours and values in the Behaviours and Values Statement have been embedded into the Integrated Client Team or
 - it does not comply with this contract.

PS8-04 Review Stages

- PS8-04.01 The Integration Partner reviews its contract management plan prior to the start of each Review Stage, and at the start of each Review Stage, and makes recommendations for changes to the contract management plan to deliver lean and agile services, with the capabilities and capacity needed for the subsequent Delivery Phases and in order to achieve any efficiencies identified. The Integration Partner provides a revised updated contract management plan to the Integration Partner Service Manager for acceptance following the same process as set out in section PS8-02.2.
- PS8-04.02 The *Consultant* reviews the Service Contract Management Plan prior to the start of each Review Stage, and at the start of each Review Stage, and makes recommendations for changes to the Service Contract Management Plan to deliver lean and agile services, with the capabilities and capacity needed for the subsequent Delivery Phases and in order to achieve any efficiencies identified. The *Consultant* provides a revised updated Service Contract Management Plan to the *Service Manager* for acceptance following the same process as set out in section PS8-02.8.

Schedule PS10 – Risk and Opportunity Management

PS10-01 Things to be provided by the *Employer*

PS10-01.1 The *Employer* provides the following documents to the *Consultant* and Integration Partner

- “Project Risk and Opportunities Register”,
- “Major Projects Risk Management Manual”,
- “Project Issues Management and Risk Forecasting Strategy”,
- “Risk Management Strategy”, and
- “Risk Management Plan”,

all as identified in **Annex 02**,

- the Project Budget, and
- details of those duties of each of the Project Managers which are to be delegated to the Integration Partner,

(see links in **Annex 02**).

PS10-01.2 The Integration Partner Service Manager and the *Service Manager* provide the following to the Integration Partner and the *Consultant* respectively

- the Risk Quota for each of the Project Contracts,
- the Project Contracts which identify the compensation events which remain the *Employer's* risk under each Project Contract,
- the risk data for the Project which is held within the Xactium system, and
- the Project Contract Scopes which identify the risk and opportunity management requirements which are to be delivered by the Project Contractors,

(see links in **Annex 02**).

PS10-02 Mobilisation Activities

PS10-02.1 **Mobilisation activities for the Integration Partner**

The Integration Partner undertakes the following activities as part of its mobilisation activities.

PS10-02.2 The Integration Partner develops a risk and opportunity management plan for the Project and submits the plan to the Integration Partner Service Manager for acceptance. A reason for not accepting the plan is that

- it does not include the matters set out in section PS10-02.3, or
- it does not allow the risk and opportunity management requirements to be delivered in accordance with the contract or the Project Contracts (as applicable).

PS10-02.3 The risk and opportunity management plan includes the following

- approach to the early identification of emerging risk to maximise the time available to mitigate and manage risks,

- approach to providing leadership of risk and opportunity management for the whole Project for the duration of the services under the Integration Partner Contract,
- approach to driving improvement in risk and opportunity management for the whole Project for the duration of the services under the Integration Partner Contract having due regard to the requirements of annex 11 of the Integration Partner Contract,
- approach to managing risk and opportunity management for all Project activities which are not carried out by the Project Contractors and do not form part of any Project Contract Scope,
- approach to proactive engagement by the Integration Partner with each of the Project Contractors to drive high performance against the risk and opportunity management requirements in accordance with the relevant Project Contract Scope,
- processes and workflows to plan, coordinate and manage Project Contractors' risk and opportunity management deliverables required under the Project Scopes to meet the *Employer's* PCF SGAR requirements,
- processes and workflows for each of the Project Contractors to submit its risk and opportunity management deliverables required under its Project Contract Scope to the relevant Project Manager, including workflows for early warning notices and issue of contractual communications using CEMAR,
- processes for the review of the Project Contractors' plans for delivery of risk and opportunity management requirements in accordance with each of the Project Contract Scopes and for making recommendations to the Project Managers as to whether the Project Contractors' plans are to be accepted, rejected with comments or rejected,
- processes for mitigation and management of all Project risk and for realising all Project opportunities which are not managed by the Project Contractors,
- processes to drive collaboration with the Project Contractors during the Project Works to analyse leading indicators, identify, interrogate, mitigate and manage risks and seek efficiencies within each of the Project Contracts,
- processes for managing early warning notices under the Project Contracts where new emerging risks are identified,
- processes to review and assure the risk and opportunity provisions within each Forecast of Defined Cost and to make recommendations to each Project Manager as to whether the Project Contractors' risk and opportunity provisions within any Forecast of Defined Cost are to be accepted, rejected with comments or rejected,
- processes for assuring, integrating, managing and reporting risk and opportunity management data within Xactium for the Project Contracts and for the whole Project,

- processes and tools for running QSRA and QCRA for the Project Contracts and for the whole Project,
 - processes for risk reduction meetings, and
 - processes for reporting current risk exposure and opportunities including within the Risk Quotas, new risks, risks retired, changes to risk profile and impacts.
- PS10-02.4 The Integration Partner reviews the Development Consent Order submission and any Third Party Agreements and Project Consents which are proposed to be entered into outside of the Development Consent Order and ensures that all risks are captured within Xactium.
- PS10-02.5 The Integration Partner undertakes a review of Project risk including all SGAR 3 products for the Project and ensures that all risks are captured within Xactium.
- PS10-02.6 The Integration Partner reviews the “Major Projects Risk Management Manual” and makes recommendations to the Integration Partner Service Manager on any adaptations and alterations which are necessary to meet the risk and opportunity management requirements set out within the Project Contracts.
- PS10-02.7 The Integration Partner reviews the Project Contracts, the compensation events and the Xactium data and configures Xactium to clearly identify the Project risks, including land, stakeholder and operational risk, which remain with the *Employer* and are not managed by the Project Contractors.
- PS10-02.8 If requested, the Integration Partner supports the *Employer* during procurement of the Project Works to negotiate and finalise the Risk Quota and the risk and opportunity management requirements within each of the Project Contracts.
- PS10-02.9 If requested, the Integration Partner manages the process of compiling the contract documents for each of the Project Contracts prior to award, in order to capture and configure the outcomes from the procurement process.
- PS10-02.10 **Mobilisation Activities for the *Consultant***
The *Consultant* undertakes the following activities as part of its Mobilisation Activities.
- PS10-02.11 The *Consultant* mobilises its resources and develops a Service Contract Management Plan for the *services* and submits the plan to the *Service Manager* for acceptance. A reason for not accepting the plan is that
 - it does not include the matters set out at section PS10-02.12, or
 - it does not allow the commercial management requirements of the *services* to be delivered in accordance with the contract or the Project Contracts (as applicable).
- PS10-02.12 The Service Contract Management Plan includes the following with respect to the *services* to be provided

- approach to supporting the Integration Partner in the early identification of emerging risk to maximise the time available to mitigate and manage risks,
- approach to providing support to the Integration Partner leadership of risk and opportunity management for the whole Project for the duration of the *services*,
- approach to supporting the Integration Partner in driving improvement in risk and opportunity management for the whole Project for the duration of the *services* having due regard to the requirements of **Annex 11**,
- approach to supporting the Integration Partner in managing risk and opportunity management for all Project activities which are not carried out by the Project Contractors and do not form part of any Project Contract Scope,
- approach to proactive engagement by the *Consultant* with each of the Project Contractors to drive high commercial performance against the risk and opportunity management requirements in accordance with the relevant Project Contract Scope,
- approach to making commercial recommendations to the Project Managers and/or the Heads of Commercial as to whether the Project Contractors' plans are to be accepted, rejected with comments or rejected,
- approach to commercially supporting the Integration Partner in realising all Project opportunities which are not managed by the Project Contractors,
- approach to collaboration with the Integration Partner and the Project Contractors during the Project Works to analyse leading indicators, identify, interrogate, mitigate and manage risks and seek efficiencies within each of the Project Contracts,
- approach to commercially supporting the Integration Partner in managing early warning notices under the Project Contracts where new emerging risks are identified,
- approach to commercially supporting the Integration Partner to review and assure the risk and opportunity provisions within each Forecast of Defined Cost and to make commercial recommendations to each Project Manager and/or each Head of Commercial as to whether the Project Contractors' risk and opportunity provisions within any Forecast of Defined Cost are to be accepted, rejected with comments or rejected,
- approach to commercially supporting the Integration Partner in assuring, integrating, managing and reporting risk and opportunity management data within Xactium for the Project Contracts and for the whole Project,
- commercial approach to risk reduction meetings,
- approach to commercially supporting the Integration Partner in reporting current risk exposure and opportunities including within the

Risk Quotas, new risks, risks retired, changes to risk profile and impacts, and

- any commercial protocols that the *Consultant* requires for inclusion in the processes outlined above in section PS10-02.3 to be provided by the Integration Partner in the risk and opportunities management plan.

PS10-02.13 The *Consultant* sets out in the Service Contract Management Plan how it supports the *Employer* in identifying, quantifying, managing and mitigating and/or realising any risks or opportunities in the Integration Partner Contract, the Technical Partner Contract and the Ancillary Contracts and works with the Integration Partner to ensure these are captured within Xactium.

PS10-03 Delivery Phase Tasks

PS10-03.1 Delivery Phase Tasks for the Integration Partner

The Integration Partner undertakes the following activities during the Delivery Phases, pursuant to task orders issued in accordance with the Integration Partner Contract.

PS10-03.2 The Integration Partner provides the services under the Integration Partner Contract in accordance with the accepted risk and opportunity management plan.

PS10-03.3 The Integration Partner ensures that each of the Project Contractors delivers the risk and opportunity management requirements in accordance with the relevant Project Contract Scope.

PS10-03.4 The Integration Partner reviews the Development Consent Order once granted and any Third Party Agreements and Project Consents which have been entered into outside of the Development Consent Order and ensures that all risks are captured within Xactium.

PS10-03.5 The Integration Partner mitigates and manages all Project risk and realises all Project opportunities which are not managed by the Project Contractors.

PS10-03.6 The Project Contractors are responsible for, and incentivised to, manage and mitigate risk and realise opportunities which are within the Project Contracts. The Project Contractors provide their risk and opportunity data using Xactium.

PS10-03.7 The Integration Partner works collaboratively with the Project Contractors during the Project Works to identify, mitigate and manage risks and seek efficiencies within each of the Project Contracts.

PS10-03.8 The Integration Partner reviews and assures the risk and opportunity provisions within each Forecast of Defined Cost and makes recommendations to the Project Managers as to whether the Project Contractors' risk and opportunity provisions within each Forecast of Defined Cost are to be accepted, rejected with comments or rejected.

PS10-03.9 The Integration Partner provides an induction training and education programme for the Project Contractors based on the risk and opportunity management plan and the workflows and systems within the plan.

PS10-03.10 **Delivery Phase Tasks for the *Consultant***

The *Consultant* provides the following *services* during the Delivery Phases, pursuant to Task Orders.

The *Consultant* supports the Integration Partner in delivering the accepted risk and opportunities plan under the Integration Partner Contract by providing the *services* in accordance with the accepted Services Contract Management Plan under this contract.

The *Consultant* supports the Integration Partner by providing commercial input and advice in respect of each of the below. The *Consultant*

- reviews and assures from a commercial perspective the Risk Quota for each of the Project Contracts provided by the *Service Manager*,
- reviews and assures from a commercial perspective the cost risk data provided each of the Project Contractors in accordance with the relevant Project Contract Scope,
- provides commercial review and advice on cost risk data for all Project risk,
- supports the Integration Partner to deliver risk mitigation and opportunity realisation effectively to:
 - achieve scheme value for money and investment baseline,
 - make timely decisions to deliver the scheme successfully,
 - facilitate implementation of any required contingency plans,
 - achieve full compliance and updates the content of Xactium to drive consistency and accuracy in risk management and reporting, and
 - provides estimates of the quantum of new risks and opportunities to the Integration Partner for inclusion in Xactium,
- provides commercial narrative for the monthly progress report of the same produced by the Integration Partner,
- supports the Integration Partner and/or the Project team to identify and manage risks and opportunities, ensuring they are recorded within the *Employer's* system,
- ensures as part of the annual audit plan that there is governance and compliance with the *Employer's* risk management processes and procedures and the Integration Partner's risk and opportunities plan,
- supports the *Employer* in identifying, quantifying, managing and mitigating and/or realising any risks or opportunities as set out above in PS10-02.13.

PS10-04 Review Stages

PS10-04.1 The Integration Partner reviews the risk and opportunity management plan prior to the start of each Review Stage, and at the start of each Review Stage, makes recommendations for changes to the risk and opportunity management plan to deliver lean and agile services, with the capabilities and capacity needed for the subsequent Delivery Phases in order to achieve any efficiencies identified. The Integration Partner provides a revised

updated risk and opportunity management plan to the Integration Partner Service Manager for acceptance following the same process as set out in section PS10-02.2.

- PS10-04.2 The *Consultant* reviews the Service Contract Management Plan prior to the start of each Review Stage, and at the start of each Review Stage, makes recommendations for changes to the Service Contract Management Plan to deliver lean and agile *services*, with the capabilities and capacity needed for the subsequent Delivery Phases in order to achieve any efficiencies identified. The *Consultant* provides a revised updated Service Contract Management Plan to the *Service Manager* for acceptance following the same process as set out in section PS10-02.11.

Schedule SP1: CP - General systems requirements

- SP1-01 The Integration Partner manages and operates the Project Information Systems as part of the services under the Integration Partner Contract and is responsible for the design, implementation and control of any functions or processes required for its operation as defined in the scope under the Integration Partner Contract.
- SP1-02 The Project Information Systems include
- any hardware, software, process or system to be used in connection with the Project (including provided by the Integration Partner pursuant to schedule SP2 of the Integration Partner Contract),
 - any hardware, software, process or system to be used in connection with the Project (including the Client Software) to be provided by the *Employer* as set out in this contract or schedule SP3 (Client Software) of the Integration Partner Contract,
 - dedicated staff provided by the Integration Partner to develop and provide support to the Project Information Systems,
 - processes required to manage and operate the Project Information Systems,
 - processes required to integrate the Client Software and software provided by the Integration Partner (and any ancillary hardware, process, or systems),
 - processes required to automate any workflows used within the Project Information Systems,
 - processes and systems (including the Client Software and the software provided by the Integration Partner) required to load and validate data received,
 - from within the Project Information Systems,
 - from the Project Contractors, Ancillary Contractors and Others,
 - processes, Client Software and software provided by the Integration Partner (and any ancillary systems) required to integrate data to produce reports that present content from combined data sources,

- storage, distribution and management of data accrued in providing the services under the Integration Partner Contract (including the document management and control systems and process as set out in schedule SP15 (Document and Records Management) under the Integration Partner Contract),
 - wireless and wired network equipment and operations as defined in the scope under the Integration Partner Contract,
 - mobile and remote connectivity to the Project Information Systems,
 - the CDE, and
 - planned capabilities to ensure the effective migration and handover of data from the Project Information Systems to the *Employer*, upon completion as defined in section S560 of the Integration Partner Contract.
- SP1-03 The Integration Partner coordinates, operates and maintains the CDE, which forms part of the Project Information Systems and functions as the interface for data exchange between
- the ICT,
 - the Project Contractors,
 - the Ancillary Contractors, and
 - Others (such as local authorities or statutory bodies).
- SP1-04 The CDE is the source of information used by the entities listed in section SP1-03 to collect, manage and disseminate data types that include
- electronic documents,
 - graphical data,
 - non-graphical data,
 - P6 programme data,
 - GIS data,
 - Risk data,
 - change management data,
 - CAD and BIM model data,
 - reporting data required by scope CS-03 (Project Management Office including Integrated Project Controls) of the Integration Partner Contract and the Integrated Project Controls,
 - Electronic Document Management data,
 - CEMAR data,
 - Prism data,
 - CRM data,
 - compliance and requirement management tool data.
- SP1-05 The functions of the CDE include

- contract communications as defined in schedule SP8 (Communications Rooms) of the Integration Partner Contract,
 - the exchange of data types defined in the scope of the Integration Partner Contract, and
 - the processes and functions required to operate and integrate the Project Information Systems in collaboration with the Project Contractors, Ancillary Contractors and Others where necessary.
- SP1-06 The Project Information System is subject to user acceptance testing.
- SP1-07 The Integration Partner submits a user acceptance testing plan “UAT Plan”, (as defined under the Integration Partner Contract) to the Integration Partner Service Manager for acceptance. The UAT Plan includes:
- the relevant elements of the Project Information System that are subject to user acceptance testing,
 - the acceptance tests that apply to the relevant elements of the Project Information System,
 - the acceptance criteria that apply to the relevant elements of the Project Information System,
 - the methodology for completing user acceptance testing, and
 - any additional consequences for failing to meet the relevant acceptance tests or acceptance criteria (in addition to the consequences set out in this Schedule SP1 of the Integration Partner Contract).
- SP1-07a A reason for not accepting the UAT Plan is that
- it does not adequately measure the quality of the relevant elements of the Project Information System, or
 - it does not comply with the requirements defined in schedule SP1 of the Integration Partner Contract.
- SP1-08 If the UAT Plan is not accepted within 2 weeks of its submission by the Integration Partner to the Integration Partner Service Manager, the Integration Partner Service Manager determines the content of the UAT Plan (at its sole discretion) and the Integration Partner complies with such UAT Plan.
- SP1-09 Upon acceptance of the UAT Plan (or upon the Integration Partner Service Manager determining the final form of the UAT Plan pursuant to SP1-08) and during the mobilisation phase under the Integration Partner Contract, the Integration Partner Service Manager undertakes the acceptance testing set out in the UAT Plan. Upon successful completion of the acceptance testing set out in the UAT Plan, the Integration Partner Service Manager issues the Integration Partner with an UAT acceptance certificate.
- SP1-10 In the event that all of the acceptance tests and acceptance criteria set out in the UAT Plan are not met in all material respects then this shall be deemed to be a failure to meet the relevant key date under the Integration Partner Contract.

- SP1-11 The Client Software and software provided by the Integration Partner (and other ancillary systems) that form the CDE are set out in schedule SP2 (Items to be provided by the Integration Partner) and schedule SP3 (Client Software) of the Integration Partner Contract.
- SP1-12 The Integration Partner ensures that the Project Contractors and Ancillary Contractors comply with any obligations required of them in providing interfaces to the CDE as defined in the Project Contract Scope and Ancillary Contract Scope.
- SP1-13 In coordinating, operating and maintaining the CDE the Integration Partner ensures that
- all elements of the Project Information Systems provided by the Parties are compatible and function with each other,
 - any interfaces between the Project Information Systems and the Project Contractors and Ancillary Contractors is compatible and functions, and
 - the CDE is up-to-date by 0800 (UK time) on each working day with all information that has been created by the Client Software, software provided by the Integration Partner, DP Software (if any) (or other ancillary systems) that form part of the CDE (as identified in SP1-06) up to 1700 (UK time) on the previous working day.
- SP1-14 The *Consultant* uses the Project Information Systems provided by the *Employer* and managed by the Integration Partner to deliver its *services* under this contract and in accordance with the accepted Task Order and Service Plan.
- The *Consultant* complies with the *Employer's* digital strategy as developed by the Integration Partner and supports the Integration Partner in the development and delivery of their implementation plan.
- The *Consultant* identifies and communicates any improvements and/or developments to the Project Information Systems that it believes could deliver a more efficient service to the Integration Partner for consideration.
- The *Consultant* supports the Integration Partner in ensuring that the Project Contractors and Ancillary Contractors comply with any obligations required of them in providing interfaces to the CDE as defined in the Project Contract Scope and Ancillary Contract Scope.
- The *Consultant* supports the *Employer* in ensuring that the Integration Partner delivers the Project Information Systems in accordance with the Integration Partner Contract as set out in SP1- SP26 of the Integration Partner Contract.
- SP1-15 The *Consultant* defines and implements an agile, portable and secure Bring Your Own Corporate Device (BYOCD) hardware solution for its Staff.
- SP1-16 As part of the *Consultant's* BYOCD hardware solution, it provides each of its Staff (who require access to the Project Information Systems) with a laptop computer that, at all times, is configured to meet or exceed the systems and hardware specifications required to interface with the Client

Software (and ancillary systems where relevant), including without limitation as listed in **Annex 09**.

- SP1-17 The *Consultant* ensures that each laptop computer it provides
- adheres to and remains at all times updated in alignment with all relevant security and data privacy policies set out in **Annex 09**,
 - meets or exceeds the internal memory capacity requirements needed to operate any DP Software or Client Software applications used within the Project Information Systems,
 - has the functionality for internet connectivity via LAN cable and Wi-Fi that meets or exceeds the parameters used by the Project Information Systems,
 - meets or exceeds the processing capabilities required to operate the DP Software and Client Software applications that form part of the Project Information Systems, and
- has a built-in microphone and web camera that meets or exceeds the minimum technical specifications for video conferencing and internet telephony as required by the Project Information Systems.
- SP1-18 The *Consultant*, in ensuring full compatibility with the Project Information Systems until Completion, keeps updated on all Staff laptops the applications required by its Staff to perform the functions of their role, including
- Microsoft Word,
 - Microsoft Excel,
 - Microsoft PowerPoint,
 - Microsoft Outlook,
 - Microsoft Teams, and
- any other Microsoft 365 tool or application required by the *Employer*.
- SP2-19 The *Consultant* ensures that all laptop computers and any other EUC Devices it provides to its Staff in order to Provide the Services are supported by the *Consultant's* own IT support staff, external to the contract, in instances of
- loss or theft,
 - hardware damage or failure,
 - operating system or software failure,
 - installation of, or updates to, hardware, firmware or software,
 - installation of, or updates to, software provisions not made through, or required by the Project Information Systems, and
 - updates to the *Consultant's* mandatory EUC devices that do not form part of, and are not in conflict with, the security and data privacy requirements defined in **Annex 09**.