

CROWN COMMERCIAL SERVICE

PROJECT MANAGEMENT AND FULL DESIGN TEAM SERVICES FRAMEWORK SCHEDULE 4

PART B - ORDER FORM AND CALL OFF TERMS

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Date 16th July 2019

ORDER FORM

Between

CARE QUALITY COMMISSION

And

MACE LTD

For the provision of

**Professional services related to Project Management,
Design Services and Building Services Engineering**

ORDER NUMBER: PMFDTS-0252-2018

THIS CALL OFF CONTRACT is made BY DEED the 16th day of July 2019

PARTIES:

1. **CARE QUALITY COMMISSION** whose offices are located at 151 Buckingham Palace Road, 3rd Floor, London SW1W 9SW (the “Contracting Authority”); and
2. **Mace Limited** which is a company incorporated in and in accordance with the laws of United Kingdom (Company No. 2410626 whose registered office address is at 155 Moorgate, London, EC2M 6XB (the “Supplier”).

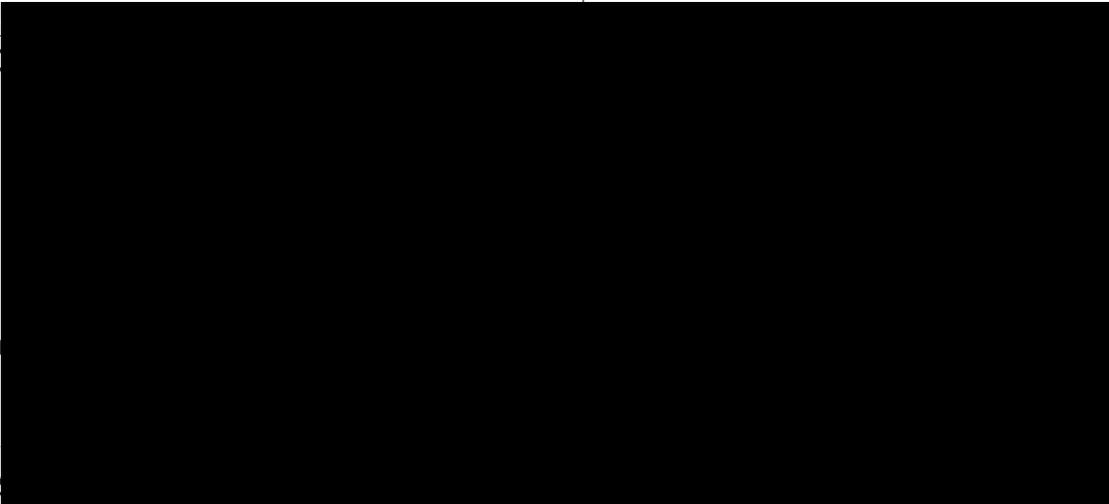
BACKGROUND

- (A) The Minister for the Cabinet Office (the “Cabinet Office”) as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the “Authority”), established a framework for project management and full design team services for the benefit of public sector bodies.
- (B) The Supplier was appointed to the framework and executed the framework agreement (with reference number RM3741) which is dated 3 May 2017 (the “Framework Agreement”).
- (C) The Supplier has agreed to provide the Services in accordance with this Call Off Contract and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The Contract Particulars and Contract Conditions annexed hereto form part of this Call Off Contract.
2. The Contracting Authority will pay the Supplier the Fee and carry out his duties in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
3. The Supplier shall perform the Services in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
4. This Call Off Contract is the entire agreement between the parties in relation to the Services and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this Call Off Contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 above shall exclude liability in respect of misrepresentations made fraudulently.

Executed as a deed

EXECUTED AS A DEED by the parties on the date which first appears in this Deed	
Executed as a deed by affixing	Executed as a Deed by Mace Ltd:
	

Contract Particulars

Where there is an option in these Contract Particulars for a Clause to apply or not apply or for a deliverable to be required or not required and the relevant selection is not made, then the relevant provision shall be deemed to be 'not applies' or 'not required'.

1	<p><u>PROJECT</u></p> <p>1.1 The Project is: the Design & Build Project Management for the Care Quality Commission</p> <p>1.2 The Properties are listed in the specification in Schedule 1 - Services. Design, Build and Project Management Services are required by the Care Quality Commission (CQC). CQC has an estate of seven properties over 11,904 m2 that accommodate 1415 estates based staff with an annual running cost of £11m.</p>
2	<p><u>SERVICES</u></p> <p>2.1 The Services to be provided by the Supplier are:</p> <ul style="list-style-type: none"> • Core Service Discipline 1 - Project Manager (Project Lead) • Core Service Discipline 2 - Architectural Services • Core Service Discipline 3 - Cost Management • Core Service Discipline 4 - Civil and Structural Engineer Services • Core Service Discipline 5 - Building Services Engineer • Core Service Discipline 6 - Lead Designer • Core Service Discipline 7 - Client Adviser • Core Service Discipline 8 - Principal Designer to RIBA Stage 7 • Core Service Discipline 9 - Contract Administrator <p>together with the following non-core service disciplines: not applicable.</p> <p>2.2 The Procurement Type is to be agreed between the parties subject to scope of works agreed, value and type of work being procured. This refers to the procurement type MACE will use in procuring the WORKS.</p> <p>2.3 The scope of Services are to be performed up to RIBA Stage 7</p>
3	<p><u>TIMESCALES</u></p> <p>3.1 The Programme is: Appended as a Schedule 1 to this Call Off Contract</p>
4	<p><u>FEES AND PAYMENT</u></p> <p>4.1 The Basic Fee is agreed per project. A time charge based on framework rates to RIBA stage 2, at which point a fixed fee is agreed against agreed scope. This is calculated and paid in instalments in accordance with Schedule 2 (Fees and Payment).</p> <p>4.2 The Final Date For Payment of an instalment of the Fee is: 23 days after the Due Date for payment.</p> <p>4.3 The Due Date for Payment of an instalment of the Fee is 30 days after the date of receipt of the Supplier's invoice.</p> <div style="background-color: black; height: 20px; width: 100%; margin-top: 10px;"></div>
5	<p><u>PERSONNEL</u></p>

	<p>5.1 Key Personnel - The Supplier's Key Personnel are:</p> <table border="1"> <thead> <tr> <th data-bbox="352 248 847 282">Name</th> <th data-bbox="847 248 1347 282">Role/position</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 282 847 443">[REDACTED]</td> <td data-bbox="847 282 1347 443">[REDACTED]</td> </tr> <tr> <td data-bbox="352 443 847 477"></td> <td data-bbox="847 443 1347 477"></td> </tr> </tbody> </table> <p>5.2 The Contracting Authority's Representative is: [REDACTED]</p> <p>5.3 The Supplier's Representative is: [REDACTED]</p>	Name	Role/position	[REDACTED]	[REDACTED]								
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[REDACTED]	[REDACTED]												
6	<p><u>NOTICES</u></p> <p>6.1 Notices under this Call Off Contract shall be submitted to:</p> <table border="1"> <thead> <tr> <th data-bbox="352 779 847 813">To the Contracting Authority</th> <th data-bbox="847 779 1347 813">To the Supplier</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 813 847 1227"> <p>Contracting Authority's Representative</p> <p>[REDACTED]</p> <p>CARE QUALITY COMMISSION 151 Buckingham Palace Road, 3rd Floor, London SW1W 9SW</p> <p>[REDACTED]</p> </td> <td data-bbox="847 813 1347 1227"> <p>Supplier's Representative</p> <p>[REDACTED]</p> <p>Mace, 155 Moorgate, London, EC2M 6XB, United Kingdom</p> <p>[REDACTED]</p> </td> </tr> </tbody> </table>	To the Contracting Authority	To the Supplier	<p>Contracting Authority's Representative</p> <p>[REDACTED]</p> <p>CARE QUALITY COMMISSION 151 Buckingham Palace Road, 3rd Floor, London SW1W 9SW</p> <p>[REDACTED]</p>	<p>Supplier's Representative</p> <p>[REDACTED]</p> <p>Mace, 155 Moorgate, London, EC2M 6XB, United Kingdom</p> <p>[REDACTED]</p>								
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7	<p><u>INSURANCE</u></p> <p>7.1 The Supplier shall maintain the following insurances in accordance with Clause 18 of this Call Off Contract:</p> <table border="1"> <thead> <tr> <th data-bbox="352 1361 683 1496">Insurance</th> <th data-bbox="683 1361 1013 1496">Level of cover</th> <th data-bbox="1013 1361 1347 1496">Period following completion of the Services or earlier termination</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1496 683 1608">Public Liability Insurance</td> <td data-bbox="683 1496 1013 1608">As required under Framework Schedule 14 (Annex 1 - Part A)</td> <td data-bbox="1013 1496 1347 1608">12 months</td> </tr> <tr> <td data-bbox="352 1608 683 1720">Employer's Liability Insurance</td> <td data-bbox="683 1608 1013 1720">As required under Framework Schedule 14 (Annex 1 - Part C)</td> <td data-bbox="1013 1608 1347 1720">12 months</td> </tr> <tr> <td data-bbox="352 1720 683 1809">Professional Indemnity Insurance</td> <td data-bbox="683 1720 1013 1809">£10,000,000</td> <td data-bbox="1013 1720 1347 1809">12 years</td> </tr> </tbody> </table>	Insurance	Level of cover	Period following completion of the Services or earlier termination	Public Liability Insurance	As required under Framework Schedule 14 (Annex 1 - Part A)	12 months	Employer's Liability Insurance	As required under Framework Schedule 14 (Annex 1 - Part C)	12 months	Professional Indemnity Insurance	£10,000,000	12 years
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Employer's Liability Insurance	As required under Framework Schedule 14 (Annex 1 - Part C)	12 months											
Professional Indemnity Insurance	£10,000,000	12 years											
8	<p><u>LIABILITY</u></p> <p>8.1 The Supplier's limitation of liability under Clause 23 of the Call Off Contract is: £10,000,000 in aggregate.</p> <p>8.2 The liability period in Clause 24 (Liability Period) and Clause 5 (Records, Audit Access and Open Book Data) of the Call Off Contract is: 12 years from the last date</p>												

	of practical completion (or equivalent terminology) under the Building Contract for the Project (or where there is more than one Building Contract, the last date of practical completion to occur)] OR [completion of the Services												
9	<p><u>COLLATERAL AND NOVATION AGREEMENTS</u></p> <p>9.1 The Key Sub-Consultants are:</p> <table border="1"> <tr> <td>Discipline</td> <td>Name (if known)</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>NOT APPLICABLE</td> </tr> </table> <p>9.2 The Supplier shall procure each of the following documents in the form annexed to the Call Off Contract:</p> <table border="1"> <thead> <tr> <th>Document</th> <th>Particulars</th> </tr> </thead> <tbody> <tr> <td>Collateral Warranty/ Warranties from the Supplier in favour of any Beneficiary</td> <td>Not Required</td> </tr> <tr> <td>Collateral Warranty/Warranties from Key Sub-Consultants in favour of any Beneficiary</td> <td>Not Required</td> </tr> <tr> <td>Parent Company Guarantee</td> <td>Not Required</td> </tr> </tbody> </table> <p>9.3 Clause 14.7 (Novation) applies</p>	Discipline	Name (if known)	NOT APPLICABLE	NOT APPLICABLE	Document	Particulars	Collateral Warranty/ Warranties from the Supplier in favour of any Beneficiary	Not Required	Collateral Warranty/Warranties from Key Sub-Consultants in favour of any Beneficiary	Not Required	Parent Company Guarantee	Not Required
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Parent Company Guarantee	Not Required												
10	<p><u>DISPUTE RESOLUTION</u></p> <p>10.1 The nominating body for the Adjudicator is: the Institution of Civil Engineers</p> <p>10.2 The dispute resolution mechanism is: Litigation.</p> <p>If neither, or both are selected, then Litigation applies.</p> <p>10.3 If arbitration is selected, then:</p> <ul style="list-style-type: none"> • The arbitration procedure is the London Court of International Arbitration Rules; • The number of arbitrators shall be one • The place where arbitration is to be held is London • The language to be used in the arbitration proceedings shall be English • The governing law of the contract shall be the substantive law of England and Wales • If the parties cannot agree the identity of the arbitrator then the nominating body shall be: Institution of Civil Engineers 												
11	<p><u>KEY PERFORMANCE INDICATORS</u></p> <p>11.1 Clause 33 (Key Performance Indicators) applies and can be found in Schedule 1 - Services</p>												
12	<p><u>BUILDING INFORMATION MODELLING (“BIM”)</u></p> <p>12.1 Clause 34 (Building Information Modelling) does not apply on commencement but would be subject to review.</p>												

	<p>12.2 A BIM Protocol does not apply</p> <p>12.3 If a BIM Protocol does <u>not</u> apply:</p> <ul style="list-style-type: none"> • The BIM Information Manager is [the person identified as the BIM Information Manager OR having responsibility for managing and maintaining the Project's building information model, as identified] in [the BIM Information Requirements OR appended as a Schedule to this Call Off Contract.]; • The BIM Information Requirements are set out in [the (insert document reference)] document appended as a Schedule to this Call Off Contract; • The BIM Model Production and Delivery Table is the building information model production and delivery table appended as a Schedule to this Call Off Contract; • The Supplier shall act as the BIM Information Manager
13	<p><u>SECURITY REQUIREMENTS</u></p> <p>13.1 Clause 26 (Security Requirements) applies</p> <p>13.2 If Clause 26 (Security Requirements) applies, the Security Policy is appended as a Schedule 10 to this agreement</p>
14	<p><u>PROTECTION OF CONTRACTING AUTHORITY DATA</u></p> <p>14.1 Clause 28 (Protection of Contracting Authority Data) applies</p> <p>14.2 If Clause 28 (Protection of Contracting Authority Data) applies, the Business Continuity and Disaster Recovery Plan is appended as a Schedule 11 to this Call Off Contract.</p> <p>Schedule 14 - Data Processing, Personal Data and Data Subjects shall apply</p>
15	<p><u>STAFF TRANSFER</u></p> <p>15.1 Does not apply.</p>
16	<p><u>MOD ADDITIONAL CLAUSES AND ACCESS TO MOD SITES</u></p> <p>16.1 Clause 32 (MOD Additional Clauses and Access to MOD Sites) does not apply.</p>
17	<p><u>QUALITY MANAGEMENT POINTS</u></p> <p>17.1 Clause 35 (Quality Management Points) applies</p>
18	<p><u>COLLABORATIVE PERFORMANCE FRAMEWORK</u></p> <p>18.1 Clause 36 (Collaborative Performance Framework) does not apply</p> <p>18.2 If Clause 36 applies:</p> <ul style="list-style-type: none"> • The Collaborative Performance Framework is: [insert document reference and attach as a Schedule to this Call Off Contract] • The Failure Level is: [insert failure level]

Contract Conditions

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to the whole of this agreement.

“Additional Fee” the amount payable by the Contracting Authority to the Supplier for the Additional Services under this agreement;

“Additional Services” the services set out in Part 2 of Schedule 1 or otherwise agreed in writing by the Contracting Authority and Supplier;

“Auditor” means:

- (a) the Customer’s internal and external auditors;
- (b) the Customer’s statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by the Customer to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

“Basic Fee” the amount payable by the Contracting Authority to the Supplier for the Core Services under this agreement;

“Beneficiary” the Contracting Authority, any Contractor, any Purchaser, any Tenant, any Landowner and any Funder;

“BIM Documents” the BIM Model Production and Delivery Table and the BIM Information Requirements;

“BIM Information Manager” the person identified in the Contract Particulars as such;

“BIM Information Requirements” the document identified in the Contract Particulars as such;

“BIM Model Production and Delivery Table”	the document identified in the Contract Particulars as such;
“BIM Protocol”	the building information modelling protocol appended as a Schedule to this agreement (if any);
“Building Contract”	a building contract to be entered into between the Contracting Authority and the Contractor in relation to the Project;
“Business Continuity and Disaster Recovery plan”	means the document referred to as the ‘Business Continuity and Disaster Recovery Plan’ in the Contract Particulars;
“CDM Regulations”	the Construction (Design and Management) Regulations 2015;
“Call Off Commencement Date”	shall be Tuesday 16 July 2019, regardless of the date of this agreement;
“Call Off Contract”	the Order Form to which these Contract Conditions are appended, together with the Contract Particulars and these Contract Conditions;
“Call Off Contract Period”	the period beginning on the Call Off Commencement Date and expiring on completion of the Services;
“Change of Control”	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
“Collateral Warranty”	a collateral warranty in the relevant form as a Schedule to this agreement;
“Commercially Sensitive Information”	means the Supplier’s Confidential Information listed in the Framework Agreement at Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information: <ul style="list-style-type: none"> (a) relating to the Supplier, its intellectual property rights or its business or information which the Supplier has notified in writing to the Contracting Authority that, if disclosed by the Contracting Authority, would cause the Supplier

significant commercial disadvantage or material financial loss; and

(b) that constitutes a trade secret;

“Confidential Information” is any information, however it is conveyed, that relates to the business, personnel, affairs, developments, trade secrets, ideas, concepts, schemes, information, knowledge, techniques, methodology, and without limiting the above anything else in the nature of know-how, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably to be considered to be confidential.

“Construction Products Regulations” the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC);

“Contractor” the building contractor employed under the Building Contract;

“Contract Conditions” these Contract Conditions appended to the Order Form;

“Contract Particulars” the Contract Particulars appended to the Order Form;

“Contracting Authority Data” means:

- (a) the data, Material, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Contracting Authority’s Confidential Information, and which:
 - (i) are supplied to the Supplier by or on behalf of the Contracting Authority; or
 - (ii) the Supplier is required to generate, process, store or transmit pursuant to this agreement; or

	(b) any Personal Data for which the Contracting Authority is the Data Controller;
“Contracting Authority’s Representative”	the person identified in the Contract Particulars, who may be replaced from time to time under clause 7;
“Control”	means control in either senses defined in sections 450 and 1124 of the Corporation Tax Act 2010;
“Core Services”	the services set out in Part 1 of Schedule 1 and any services required from the Supplier by a Third Party Agreement;
“Data Controller”	has the meaning given to it in the Data Protection Act 2018 as amended from time to time;
“Data Protection Legislation”	means the General Data Protection Regulation, the Data Protection Act 2018, as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“Environmental Information Regulations or EIRs”	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
“Fee”	the Basic Fee and the Additional Fee (if any);

“FOIA”	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Fraud”	means any offence under legislation creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
“Funder”	means a person providing finance in connection with the Project;
“General Anti-Abuse Rule”	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“Guarantor”	means the person identified as such in the Contract Particulars;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C- 255/02 Halifax and others;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
“Insolvent”	a party is insolvent if: (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent

amalgamation of that party with one or more other companies or the solvent reconstruction of that party; or

- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction; or
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company); or
- (e) the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed, an administrative receiver; or
- (f) a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or
- (g) being an individual, it is the subject of a bankruptcy petition or order; or
- (h) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten Working Days; or
- (i) any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (h) above (inclusive); or
- (j) it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

“Key Personnel” the Supplier’s personnel, identified in the Contract Particulars as such and as may be removed or replaced from time to time under clause 7;

“Key Sub-Consultants”	means those sub-consultants identified as such in the Contract Particulars;
“Key Sub-Contractors”	means any sub-contractor which is listed in Framework Schedule 7 (Key Sub-Contractors);
“Landowner”	means any party who holds a freehold or leasehold interest in any land or property forming part of the Project;
“Law”	means any legislation or any judgement of a relevant court of law;
“Material”	all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, feasibility studies, planning submissions, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project;
“Novation Agreement”	means the template deed of novation appended as a Schedule to this agreement;
“Occasion of Tax Non-Compliance”	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime;

	(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call Off Commencement Date or to a penalty for civil fraud or evasion.
"Parent Company Guarantee"	a parent company guarantee in the template form attached to this agreement from the Guarantor and executed as a deed;
"Permitted Uses"	without limitation the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of any part of or the whole of the Project;
"Personal Data"	has the meaning given to it in the Data Protection Act 2018 as amended from time to time;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this agreement, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Call-off Contract;
"Professional Team"	the Supplier and any designers appointed by the Contracting Authority in relation to the Project and other organisations or individuals notified by the Contracting Authority to the Supplier;
"Programme"	the programme to be agreed by the Supplier and the Contracting Authority, setting out key dates and time periods for (a) completing key activities; (b) issuing Material and other documents; and (c) providing information relating to the Project, as may be adjusted from time to time by agreement between the Contracting Authority and the Supplier;

“Prohibited”

any materials, equipment, products or kits that are generally accepted, or suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person;
- (b) posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project;
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project;
- (d) not being in accordance with any Law, British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations;

“Prohibited Act”

means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Contracting Authority or any other public body a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010; or

- (ii) under legislation creating offences concerning Fraud; or
- (iii) at common law concerning Fraud; or
- (iv) committing (or attempting or conspiring to commit) Fraud
- (v) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“Project”	means the project described in the Contract Particulars;
“Project Lead”	means the member of the Professional Team notified by the Contracting Authority to the Supplier as the lead consultant, if any, or such other replacement lead consultant that may be appointed by the Contracting Authority from time to time and notified to the Supplier;
“Property”	means property described in the Contract Particulars;
“Protective Measures”	means appropriate technical and organisational measures which include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 10 (Security Policy);
“Purchaser”	any party (other than any Tenant) who may enter into any agreement for the purchase of any freehold or leasehold interest in the property comprising the Project;
“Relevant Requirements”	means all applicable legislation relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Request for Information”	means a request for information or an apparent request relating to this agreement or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
“Required Standard”	the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Supplier’s profession undertaking the Services in relation to projects of a similar size, scope, complexity and character to the Project;
“Security Policy”	means the Contracting Authority’s security policy, if any, identified in the Contract Particulars;
“Services”	the Core Services and the Additional Services (if any);
“Staff Transfer Schedule”	the Staff Transfer Schedule appended as a Schedule to this agreement;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Processor related to this Call off Contract;
“Supplier Personnel”	all directors, officers, employee, agents, consultants and contractors of the Supplier and/or of any sub-consultant engaged in the performance of the Supplier’s obligations under this agreement including the Supplier’s Representative;
“Supplier’s Representative”	the person identified in the Contract Particulars as the Supplier’s Representative who may be replaced from time to time under clause 7;
“Tenant”	any party who may enter into any lease or agreement for the grant of a leasehold interest in the whole or any part of the Project;
“Third Party Agreements”	any agreement between the Contracting Authority and a third party relating to the Project and which: <ul style="list-style-type: none"> (a) a copy, or relevant extract, is attached at Schedule 3; or

- (b) the Contracting Authority notifies the Supplier in writing after the date of this agreement enclosing a copy or relevant extracts.

“Transferring Customer Employees” has the meaning given in the Staff Transfer Schedule;

“VAT” value added tax imposed by the Value Added Tax Act 1994, or any similar tax in addition to or replacing it from time to time.

“Working Day” a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

- 1.2 Terms defined in the Order Form to which these Contract Conditions are annexed apply to this agreement. Capitalized terms not defined in this agreement have the meaning given to them in the Framework Agreement. Terms for which no interpretation is provided shall have the meaning ordinarily given to them by the legal profession where appropriate but otherwise shall be interpreted in accordance with their dictionary meaning.
- 1.3 Reference to ‘this agreement’ means this Call Off Contract.
- 1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors or permitted assigns.
- 1.6 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.10 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to legislation is a reference to all legislation having effect in the United Kingdom from time to time, including:
- (a) directives, decisions and regulations of the Council or Commission of the European Union;
 - (b) acts of Parliament;
 - (c) orders, regulations, consents, licences, notices and bye-laws made or granted;
 - (i) under any act of Parliament; or
 - (ii) under any directive, decision or regulation of the Council or Commission of the European Union; or
 - (iii) By a local authority or by a court of competent jurisdiction; and
 - (d) any mandatory codes of practice issued by a statutory body.
- 1.13 A reference to legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it from time to time.
- 1.14 Any reference to a party's consent or approval being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.
- 1.15 A reference to writing or written excludes faxes but includes e-mail (save where specifically stated otherwise).
- 1.16 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.17 The documents forming this agreement shall be read and taken together. In the event and to the extent only of any conflict or inconsistency in this agreement, the following order of precedence shall prevail:
- (a) the Order Form

- (b) the Contract Particulars
- (c) the Contract Conditions (excluding the Schedules)
- (d) the Framework Agreement
- (e) Schedule 1 (Services)
- (f) Schedule 2 (Fees and Payment)
- (g) where it is stated in the Contract Particulars that Clause 32 (MOD Additional Clauses and Access to MOD Sites) applies, the MOD DEFCONS and DEFFORMS Schedule
- (h) other Schedules

2. AGREEMENT

- 2.1 The Contracting Authority appoints the Supplier to carry out the Services, subject to and upon the terms of this agreement and the Framework Agreement. This agreement takes effect from the Call Off Commencement Date.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier warrants and undertakes that it shall comply with the terms of this agreement and the terms of the Framework Agreement.
- 3.2 The Supplier warrants and undertakes that it shall, in the performance of the Services:
- (a) carry out and fulfil, in all respects, its duties under the CDM Regulations in relation to the Project;
 - (b) where the Services include the carrying out of any design of the Project not, without the Contracting Authority's written consent, make any change to the designs or specifications for the Project after they have been settled or approved;
 - (c) where the Services include the administration of the Building Contract, act fairly and impartially when exercising any power to issue certificates and award extensions of time under the relevant Building Contract;
 - (d) comply with any Contracting Authority policies notified to the Supplier prior to the Call Off Commencement Date in force from time to time save that where an Contracting Authority policy comes into force after the date of this

agreement, the Supplier is not required to act, in relation to such Contracting Authority policy, in any way that may increase its liability in excess of that which was reasonably foreseeable at the Call Off Commencement Date.

3.3 The Supplier warrants and undertakes that it shall exercise the Required Standard:

- (a) when performing the Services;
- (b) to the extent that the Services include the carrying out of any design of the Project, not to specify for use anything in the Project which is Prohibited at the time of specification or use;
- (c) to comply with (and to see that the completed Project complies with) Law;
- (d) to perform the Services and prepare all Material for those elements of the Project for which the Supplier is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project; and
- (e) to see that the Project complies with all planning agreements, permissions and conditions and any other applicable consents;
- (f) not to cause or contribute to any breach by the Contracting Authority of any Third Party Agreement provided that, where the Contracting Authority notifies the Supplier of a Third Party Agreement after the date of this agreement, the Supplier is not required to act in any way that may increase its liability in excess of that which was reasonably foreseeable at the Call Off Commencement Date; and
- (g) where it is stated in the Contract Particulars that Clause 34 (Building Information Modelling) applies, to comply with the BIM Documents.

3.4 The Supplier's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Project; or
 - (ii) any designs or specifications for the Project; or
- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Contracting Authority.

4. CO-OPERATION AND CO-ORDINATION

The Supplier shall:

- a) liaise with and cooperate with other members of the Professional Team;
- b) comply with the reasonable instructions of the Project Lead; and
- c) notify the Contracting Authority if its performance of the Services is delayed, or is likely to be delayed, setting out the cause of the delay and its likely duration.

5. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

5.1 The Supplier shall keep and maintain for the liability period stated in the Contract Particulars full and accurate records and accounts of the operation of this agreement including the Services provided under it, any sub-contracts and the amounts paid by the Contracting Authority.

5.2 The Supplier shall:

- (a) keep the records and accounts referred to in Clause 5.1 in accordance with Required Standard and Law; and
- (b) afford any Auditor access to the records and accounts referred to in Clause 5.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the liability period stated in the Contract Particulars in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its sub contracts of any of the Supplier's obligations under this agreement including in order to:
 - (i) verify the accuracy of the Fee and any other amounts payable by the Contracting Authority under this agreement (and proposed or actual variations to them in accordance with this agreement);
 - (ii) verify the costs of the Supplier (including the costs of all sub-contractors and any third party suppliers) in connection with the provision of the Services;
 - (iii) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened

breach of security and in these circumstances the Contracting Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

- (iv) obtain such information as is necessary to fulfil the Contracting Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - (v) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Authority has used its resources;
- (c) Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:
- (i) all reasonable information requested by the Contracting Authority within the scope of the audit;
 - (ii) reasonable access to sites controlled by the Supplier and to any Supplier equipment used in the provision of the Services; and
 - (iii) access to the Supplier Personnel.
- (d) The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 5, unless the audit reveals a default by the Supplier in which case the Supplier shall reimburse the Contracting Authority for the Contracting Authority's reasonable costs incurred in relation to the audit.
- (e) This Clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Supplier and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Supplier is not a function exercisable under this agreement.

6. SUPPLIER'S AUTHORITY

Unless the Contracting Authority has provided its prior written approval the Supplier has no authority to:

- (a) make (or instruct the Contractor or any member of the Professional Team to make) any material alteration to the Project or its Services;
- (b) vary, terminate or waive compliance with the terms of:
 - (i) any Building Contract;
 - (ii) the appointment of any member of the Professional Team; or
 - (iii) any Third Party Agreement;
- (c) enter into any contract, commitment or undertaking on behalf of the Contracting Authority; or
- (d) without prejudice to clause 3.2(c), issue any instruction or notice under any Building Contract, the appointment of any member of the Professional Team or any Third Party Agreement that:
 - (i) delays any of the Project; or
 - (ii) increases the cost of any of the Project.

7. REPRESENTATIVES AND PERSONNEL

- 7.1 The Contracting Authority's Representative has full authority to act on the Contracting Authority's behalf in connection with this agreement, provided that the Contracting Authority's Representative shall have no authority to:
- (a) terminate the Supplier's engagement under this agreement; or
 - (b) agree or instruct any Additional Services that increase the Fee by more than the sums stated in the Contract Particulars.
- 7.2 The Supplier shall ensure that the Supplier's Representative and the Key Personnel:
- (a) devote sufficient time and attention fulfilling their respective roles;
 - (b) are not removed without the Contracting Authority's prior written consent (such consent not to be unreasonably withheld or delayed), except in the event of (i) death; (ii) permanent incapacity; (iii) an illness making the relevant individual unavailable for work; or (iv) the relevant individual leaving the Supplier's employment.
- 7.3 The Contracting Authority may at any time instruct the Supplier to remove any person engaged in performing the Services if, in the Contracting Authority's reasonable

opinion and after discussion with the Supplier's Representative, that person's performance or conduct is or continues to be unsatisfactory. The Supplier shall remove any such person promptly.

- 7.4 Any personnel appointed by the Supplier to replace staff removed under clause 7.2(b) or clause 7.3 shall be subject to the written approval of the Contracting Authority (such approval not to be unreasonably withheld or delayed).

8. REMUNERATION

8.1 The Contracting Authority shall pay:

- (a) the Basic Fee as full remuneration for the Core Services; and
- (b) the Additional Fee as full remuneration for any Additional Services.

8.2 The Fee shall be the Supplier's entire remuneration under this agreement.

8.3 Unless specifically excluded in Schedule 2 (Fees and Payment) any and all expenses and disbursements that the Supplier incurs in connection with the provision of the Services are deemed to be included in the Fee. Any expenses or disbursements payable by the Contracting Authority to the Supplier shall be included within the next invoice after they are incurred and paid by the Contracting Authority in accordance with clause 9.1.

8.4 The Contracting Authority shall pay the Supplier any VAT properly chargeable on the Services. Any amount expressed as payable to the Supplier under this agreement is exclusive of VAT unless stated otherwise.

9. PAYMENT

9.1 Subject to clause 33, the Basic Fee shall be calculated and paid in instalments in accordance with Schedule 2 (Fees and payment). If not set out in Schedule 2 (Fees and payment), the Fee shall be paid at intervals of not less than one month, beginning one month after the Supplier begins performing the Services.

9.2 The Supplier shall submit to the Contracting Authority an invoice for each instalment of Fee, together with timesheets and any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that the Supplier considers will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.

9.3 Payment shall be due on the date stated in the Contract Particulars.

- 9.4 No later than five days after payment becomes due, the Contracting Authority shall notify the Supplier of the sum that the Contracting Authority considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated (the Payment Notice). Where clause 33 applies, the Contracting Authority shall adjust the sum due in accordance with the Key Performance Indicator Schedule.
- 9.5 The final date for payment shall be the date stated in the Contract Particulars.
- 9.6 Subject to clause 9.10 and unless the Contracting Authority has served a notice under clause 9.7, the Contracting Authority shall pay the Supplier the sum referred to in the Payment Notice under clause 9.4 (or, if the Contracting Authority has not served a Payment Notice under clause 9.4, the sum referred to in the invoice referred to in clause 9.2) (in this clause 9, the notified sum) on or before the final date for payment of each invoice.
- 9.7 Not less than five days before the final date for payment (in this clause 9, the prescribed period), the party who is to make payment, the “payer”, may give to the other party notice that it intends to pay less than the notified sum (in this clause 9, a pay less notice). Any pay less notice shall specify:
- (a) the sum that the payer considers to be due on the date the notice is served; and
 - (b) the basis on which that sum is calculated.
- 9.8 If the payer fails to pay an amount due to the other party by the final date for payment and fails to give a pay less notice under clause 9.7, simple interest shall be added to the unpaid amount from the final date for payment until the actual date of payment. This shall be calculated on a daily basis at the interest rate stated in the Contract Particulars. The parties acknowledge that the payer’s liability under this clause 9.8 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.9 In the event that the sum specified in the Contracting Authority’s payment notice at clause 9.4 is a negative figure showing a balance due to the Contracting Authority to be paid by the Supplier, the Supplier shall, subject to any pay less notice given under clause 9.7, pay the sum specified in the Contracting Authority’s payment notice to the Contracting Authority by the final date for payment. Where a pay less notice is given by the Supplier to the Contracting Authority, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the pay less notice.

- 9.10 Notwithstanding clause 9.6 and clause 9.7 and without prejudice to clause 13, if the Supplier becomes Insolvent after the prescribed period, the Contracting Authority shall not be required to pay the Supplier the notified sum on or before the final date for payment.

Payment of sub-consultants

- 9.11 The Supplier shall ensure that all sub-contracts contain a provision:
- (a) requiring the Supplier to pay any undisputed sums which are due from it to the sub-consultant within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;
 - (b) requiring that any invoices submitted by a sub-consultant shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
 - (c) requiring the sub-contractor to include in any sub-contract which it in turn awards suitable provisions to impose, as between the parties to that sub-contract, requirements to the same effect as those required by sub-clauses (a) and (b) directly above; and
 - (d) conferring a right to the Contracting Authority to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.
- 9.12 The Supplier shall pay any undisputed sums which are due from it to a sub-consultant within thirty (30) days from receipt of a valid invoice.
- 9.13 Any invoices submitted by a sub-contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.
- 9.14 Notwithstanding any provision of Clauses 17 (Confidentiality) and 27 (Publicity and Branding) if the Supplier notifies the Contracting Authority that the Supplier has failed to pay an undisputed sub-contractor's invoice within thirty (30) days of receipt, or the Contracting Authority otherwise discovers the same, the Contracting Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Recovery of sums due from Supplier

- 9.15 Where the Contracting Authority is a Crown Body and any sum of money is recoverable from or payable by the Supplier under this agreement, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the Supplier under this agreement or any other contract with any Department or Office of Her Majesty's Government.
- 9.16 Where the Contracting Authority is not a Crown Body and any sum of money is recoverable from or payable by the Supplier under this agreement or any other contract between the Supplier and the Contracting Authority, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the Supplier under this agreement or any other contract with the Contracting Authority.

10. ADJUSTMENT OF THE FEE AND ADDITIONAL SERVICES

Adjustment of the Fee

- 10.1 Subject to Clause 10.2, the Fee shall be adjusted if the performance of the Services is materially delayed or disrupted due to:
- (a) a change in the scope, size, complexity or duration of the Project; or
 - (b) any other cause outside the Supplier's reasonable control and which it could not reasonably have foreseen at the date of this agreement,
- provided that the Supplier shall not be entitled to any adjustment of the Fee where delay or disruption arises from the Supplier's default or negligence, or the default or negligence of the Supplier's sub-contractors or suppliers (if any).
- 10.2 The Supplier shall notify the Contracting Authority of its intention to claim an adjustment to the Fee as soon as reasonably practicable and in any event within 8 weeks after it becomes aware of any material delay or disruption to the Services. The Supplier's notice shall include a written estimate of:
- (a) the proposed adjustment to the Fee; and
 - (b) the likely effect of the delay or disruption on the Services and the Programme.
- 10.3 The notice by the Supplier of its intention to claim under Clause 10.2 is a condition precedent to the Supplier's entitlement to claim an adjustment to the Fee. Provided the Supplier has given notice in accordance with Clause 10.2 the Fee shall be adjusted

by a reasonable amount by reference to the time charges set out in Part 2 of Schedule 2 (unless the parties agree an alternative amount).

Additional Services

- 10.4 The Supplier shall notify the Contracting Authority as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, identifying the required services and a written estimate of cost of the Additional Service and its effect on the Programme. The Supplier shall provide such further and better particulars of the written estimate of cost as may be requested by the Contracting Authority.
- 10.5 The Supplier shall perform an Additional Service on receipt of a written instruction to do so by the Contracting Authority but the Contracting Authority shall not be obliged to accept, nor shall the Contracting Authority be bound by, any written estimate provided by the Supplier.
- 10.6 Unless the parties agree otherwise, the Additional Fee shall be a reasonable amount calculated by reference to the time charges set out in Part 2 of Schedule 2 (Fees and payment), provided that no Additional Fee shall be payable if the requirement for an Additional Service arises from the Supplier's default or negligence, or the default or negligence of the Supplier's sub-consultants or suppliers (if any).
- 10.7 Any Additional Fee payable by the Contracting Authority shall be included in the next invoice following performance of the Additional Service to which it relates.

11. SUSPENSION

- 11.1 The Contracting Authority may, at any time, suspend performance of all or part of the Services by giving written notice to the Supplier. The Supplier shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the Contracting Authority.
- 11.2 If:
- (a) subject to Clause 9.7, the Contracting Authority fails to pay in full the notified sum to the Supplier under this agreement by the final date for payment under clause 9; and
 - (b) the Contracting Authority has not given a pay less notice complying with Clause 9,

the Supplier may suspend the performance of any or all of its Services and other obligations under this agreement by giving not less than seven days' notice to the Contracting Authority of its intention to do so and stating the ground or grounds on which it intends to suspend performance.

- 11.3 In the event of a suspension by the Supplier in accordance with this agreement, the Contracting Authority shall pay the Supplier a reasonable amount in respect of costs and expenses reasonably incurred by the Supplier as a result of any exercise of its right referred to in clause 11.2 and such payment shall be the Supplier's sole compensation for suspension of its Services and obligations under this agreement.

12. TERMINATION

- 12.1 The Contracting Authority may terminate the Supplier's engagement under this agreement at any time by giving ten (10) Working Days notice in writing to the Supplier.
- 12.2 Either party may immediately terminate the Supplier's engagement under this agreement by giving written notice to the other party if:
- (a) the other party is in material breach of its obligations under this agreement and fails to remedy that breach within ten (10) Working Days of receiving written notice requiring it to do so; or
 - (b) the other party becomes Insolvent.
- 12.3 If the Supplier becomes Insolvent this is deemed to be a breach of this agreement.

Change of Control

- 12.4 The Supplier shall notify the Contracting Authority immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.
- 12.5 The Supplier shall ensure that any notification made pursuant to Clause 12.4 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 12.6 The Customer may terminate this agreement by issuing notice to the Supplier within six (6) months of:
- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or

- (b) where no notification has been made, the date that the Contracting Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where the prior written consent of the Contracting Authority has been given in respect of the Change of Control.

13. CONSEQUENCES OF TERMINATION

13.1 On termination in accordance with clause 12 the Contracting Authority shall pay the Supplier:

- (a) any amount properly due for payment under this agreement at the date of termination; and
- (b) a fair and reasonable proportion of the next instalment of the Fee together with any expenses and disbursements commensurate with the Services properly performed at the date of termination provided that:
 - (i) the Supplier shall have first submitted to the Contracting Authority an application for payment in the form of an invoice for the amount considered by the Supplier to be payable pursuant to this clause; and
 - (ii) the provisions of clause 9 shall apply to such invoice as if it were an application for payment of a part of the Fee as provided for therein.

13.2 If the Supplier's engagement under this agreement is terminated by the Contracting Authority in accordance with Clause 12.2(a) (material breach) or Clause 12.2(b) (Supplier is Insolvent) the Supplier shall pay the Contracting Authority the reasonable cost of procuring a replacement professional consultant to carry out any unperformed Services, to the extent that such cost exceeds the Fee (or, where the Fee is yet to be determined, the Contracting Authority's reasonable estimate of the Fee). Any such cost shall be deducted from the amount payable to the Supplier under clause 13.1 and if any shortfall remains following such deduction the Contracting Authority may claim it as a debt due from the Supplier.

13.3 Payment under clause 13.1 shall be the Supplier's sole entitlement to compensation for termination of its engagement under this agreement.

13.4 Except where expressly stated herein, the Contracting Authority shall not be liable to the Supplier for:

- (a) any costs, expenses, disbursements or losses;

- (b) any loss of profits, loss of fees, loss of chance or other similar losses; or
- (c) any indirect losses or consequential losses,

arising out of termination or suspension of the Supplier's engagement under this agreement.

- 13.5 Termination of the Supplier's engagement under this agreement shall not affect the accrued rights of either party under this agreement and the provisions of this agreement shall continue to bind the parties for as long as necessary to give effect to their respective rights and obligations.

14. ASSIGNMENT, SUB-CONTRACTING AND NOVATION

Assignment

- 14.1 The Contracting Authority may assign the benefit of this agreement to any person with an interest in the Project.
- 14.2 The Contracting Authority shall notify the Supplier of any assignment. If the Contracting Authority fails to do this, the assignment shall still be valid.
- 14.3 The Supplier shall not contend that any person to whom the benefit of this agreement is assigned under clause 14.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.
- 14.4 The Supplier may not assign or transfer its obligations under this agreement to any other person.

Sub-Contracting

- 14.5 The Supplier may sub-contract the performance of the Services without the Contracting Authority's prior written consent to Key Sub-Consultants and any Key Sub-Contractors.
- 14.6 Save for clause 14.5 the Supplier shall not sub-contract the performance of any of the Services without the Contracting Authority's prior written consent.

Novation

- 14.7 This Clause 14.7 shall only apply if it is stated in the Contract Particulars that Clause 14.6 applies. If this Clause 14.7 applies then, notwithstanding any provision of this agreement restricting the Contracting Authority's right to assign or transfer the

benefit or burden of this agreement, within five (5) Working Days of receiving a written request from the Contracting Authority, the Supplier shall:

- (a) enter into a deed of novation with the Contracting Authority and the Contractor in the form of the Novation Agreement; and
- (b) enter into a Collateral Warranty in favour of the person who is the Contracting Authority immediately before novation takes place.

15. COLLATERAL AGREEMENTS

Collateral Warranties

- 15.1 Where stated in the Contract Particulars that the Supplier shall procure a Collateral Warranty from the Supplier in favour of a beneficiary, then within ten (10) Working Days of receiving a written request from the Contracting Authority to do so, the Supplier shall enter into a Collateral Warranty as a deed in favour of any beneficiary identified in the relevant part of the Contract Particulars.
- 15.2 Where stated in the Contract Particulars that the Supplier shall procure a Collateral Warranty from Key Sub-Consultants in favour of a beneficiary, then within ten (10) Working Days of receiving a written request from the Contracting Authority to do so, the Supplier shall procure a Collateral Warranty executed as a deed from the relevant Key Sub-Consultant in favour of each of the Contracting Authority any Beneficiary identified in the relevant part of the Contract Particulars.
- 15.3 The Supplier shall provide to the Contracting Authority a certified copy of each Key Sub-Consultant's appointment within 7 days of its execution (the Supplier may redact commercially sensitive pricing information).
- 15.4 If the Supplier fails to enter into or to provide the relevant Collateral Warranty as required by this Clause 15 (Collateral Warranties) then, notwithstanding any other term of this agreement, and in addition to any other right or remedy of the Contracting Authority, the Basic Fee and, if any, the Additional Fee, shall be reduced by 25% for each outstanding Collateral Warranty, until such time as the relevant Collateral Warranty has been provided.

Parent Company Guarantee

- 15.5 Where stated in the Contract Particulars that the Supplier shall procure a parent company guarantee, the Supplier shall no later than the date of the Call Off Commencement Date procure the execution and delivery of a parent company

guarantee in favour of the Contracting Authority in the form of the Parent Company Guarantee. The parent company guarantee shall be given by the Guarantor.

- 15.6 If the Supplier does not procure execution and delivery of the parent company guarantee in accordance with Clause 15.5 then, notwithstanding any other term of this agreement, the Contracting Authority shall not be liable to make any further payment to the Supplier under this agreement until the Supplier has procured such execution and delivery.

16. COPYRIGHT

- 16.1 The Supplier grants to the Contracting Authority, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Supplier for any purpose relating to any of the Project, including any of the Permitted Uses.
- 16.2 The licence in Clause 16.1 carries the right to grant sub-licences and is transferable to third parties without the consent of the Supplier.
- 16.3 Subject to Clause 34.3, the Supplier shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 16.4 The licence in clause 16.1 allows the Contracting Authority to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.
- 16.5 The Supplier warrants to the Contracting Authority that the use of the Material for any Permitted Uses will not infringe any copyright, moral right, related right, patent, design right, database right, trademark, service mark, trade name or other intellectual property right such as know-how, trade secrets or inventions (whether patentable or not) of any third party, and the Supplier shall indemnify the Contracting Authority on demand and as a debt from and against any and all losses, expenses, liabilities, claims, costs or proceedings whatsoever arising the Supplier's breach of this warranty.
- 16.6 The Contracting Authority may, at any time (whether before or after completion of the Services, or after termination of the Supplier's engagement under this agreement), request a copy or copies of (some or all of) the Material from the Supplier. On the Contracting Authority's payment of the Supplier's reasonable charges for providing the copy (or copies), the Supplier shall provide the copy (or copies) to the Contracting Authority.

17. CONFIDENTIALITY

- 17.1 For the purposes of this Clause 17, the term “Disclosing Party” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “Recipient” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 17.2 Except to the extent set out in Clause 17 or where disclosure is expressly permitted elsewhere in this agreement, the Recipient shall:
- (a) treat the Disclosing Party’s Confidential Information as confidential and keep it in secure custody (the nature of the secure custody shall depend upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - (b) not disclose the Disclosing Party’s Confidential Information to any other person except as expressly set out in this agreement or without obtaining the owner’s prior written consent;
 - (c) not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this agreement; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.
- 17.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 29 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Contracting Authority arising out of or in connection with this agreement;
 - (ii) the examination and certification of the Contracting Authority’s accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with

which the Contracting Authority is making use of any Services provided under this agreement; or

(iii) the conduct of a Central Government Body review in respect of this agreement; or

(c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

17.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

17.5 Subject to Clause 17.2, the Supplier may only disclose the Confidential Information of the Contracting Authority on a confidential basis to:

(a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this agreement; and

(b) its professional advisers for the purposes of obtaining advice in relation to this agreement.

17.6 Where the Supplier discloses Confidential Information of the Contracting Authority pursuant to Clause 17.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this agreement by the persons to whom disclosure has been made.

17.7 The Contracting Authority may disclose the Confidential Information of the Supplier:

(a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;

(b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;

(c) to the extent that the Contracting Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 17.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this agreement; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Contracting Authority,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Contracting Authority under Clause 17.3.

17.8 Nothing in Clause 17 shall prevent a Recipient from using any techniques, ideas or Material gained during the performance of this agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of intellectual property rights.

17.9 In the event that the Supplier fails to comply with Clauses 17.2 to 17.5, the Contracting Authority shall be entitled to terminate this agreement for material breach.

18. INSURANCE

Professional Indemnity Insurance

18.1 The Supplier shall take out and maintain professional indemnity insurance covering its potential liability under this agreement in an amount and under such terms as stated in the Contract Particulars, provided that such insurance is available at commercially reasonable rates and terms. The Supplier shall maintain that professional indemnity insurance:

- (a) with reputable insurers lawfully carrying on insurance business in the United Kingdom and the European Union;
- (b) on customary and usual terms and conditions prevailing for the time being in the insurance market.

- 18.2 Any increased or additional premium required by insurers because of the Supplier's claims record or other acts, omissions, matters or things particular to the Supplier shall be deemed to be within commercially reasonable rates and terms.
- 18.3 The Supplier shall immediately inform the Contracting Authority if the Supplier's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Supplier and the Contracting Authority can discuss how best to protect the respective positions of the Contracting Authority and the Supplier regarding the Project without that insurance.

Public Liability Insurance and Employer's Liability Insurance

- 18.4 The Supplier shall effect and maintain third party public liability insurance and employer's liability insurance in accordance with Framework Schedule 14 (Insurance Requirements).

Evidence of Insurance

- 18.5 Whenever the Contracting Authority reasonably requests, the Supplier shall send the Contracting Authority evidence that the Supplier's insurance required by this Clause 18 is in force, including, if required by the Contracting Authority, an original letter from the Supplier's insurers or brokers confirming the Supplier's then current insurance and that the premiums for that insurance have been paid in full at the date of that letter.

19. DISPUTES

- 19.1 Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.
- 19.2 Notwithstanding any other provision of this agreement either party may refer a dispute arising under this agreement to adjudication at any time under Part I of the Scheme for Construction Contracts (England and Wales) Regulations.
- 19.3 Where the Contract Particulars state that the dispute resolution mechanism is Arbitration, then any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The particulars of any such arbitration are set out in the Contract Particulars.

20. NOTICES

- 20.1 Subject to clause 20.4, any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by e-mail or pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice, as set out in the Contract Particulars or as otherwise specified by the relevant party by notice in writing to each other party.
- 20.2 Any notice shall be deemed to have been duly received:
- (a) if delivered by e-mail, when delivered to the recipients e-mail server and evidenced by a delivery receipt; or
 - (b) if delivered personally, when left at the address and for the contact referred to in this clause; or
 - (c) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
 - (d) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 20.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action or where applicable, any arbitration or adjudication or other method of dispute resolution.
- 20.4 Notices under clauses 11 (Suspension), 12 (Termination) and 14.2 (Assignment) shall not be given by e-mail and e-mail shall not be an effective means of service for such notices.

21. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

22. ENTIRE AGREEMENT

This agreement constitutes the whole agreement between the parties and supersedes and extinguishes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty

(whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

23. LIMITATION OF LIABILITY

Without affecting any other limitation in this agreement, the Supplier's liability under or in connection with this agreement shall be limited to the amount set out in the Contract Particulars. This limit shall apply however that liability arises including a liability arising by tort (including the tort of negligence) or arising for breach of statutory duty. Provided that this clause 23 shall not exclude or limit the Supplier's liability for:

- (a) death or personal injury caused by the Supplier's negligence; or
- (b) fraud or fraudulent misrepresentation.

24. LIABILITY PERIOD

The Parties agree that, notwithstanding any terms and effect of the Limitation Act 1980 to the contrary, any action or proceedings under or in connection with this agreement may be commenced against the Supplier up until the expiry of the date stated in the Contract Particulars and the Supplier agrees that, for the purposes of the Limitation Act 1980 it shall not seek to rely on any failure to commence any such action or proceedings within any shorter period (whether prescribed by the Limitation Act 1980 or otherwise) as a defence to any such action or proceedings.

25. 25. PREVENTION OF FRAUD AND BRIBERY

25.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

25.2 The Supplier shall not during the Call Off Contract Period:

- (a) commit a Prohibited Act; and/or

- (b) do or suffer anything to be done which would cause the Contracting Authority or any of the Contracting Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

25.3 The Supplier shall during the Call Off Contract Period:

- (a) establish, maintain and enforce, and require that its sub-consultants establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) keep appropriate records of its compliance with its obligations under Clause 25.3(a) and make such records available to the Contracting Authority on request;
- (c) if so required by the Contracting Authority, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Contracting Authority in writing that the Supplier and all persons associated with it or its sub-consultants or other persons who are supplying the Services in connection with this agreement are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Contracting Authority may reasonably request; and
- (d) have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Contracting Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

25.4 The Supplier shall immediately notify the Contracting Authority in writing if it becomes aware of any breach of Clause 25.1, or has reason to believe that it has or any of the Supplier Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or

otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.

25.5 If the Supplier makes a notification to the Contracting Authority pursuant to Clause 25.4, the Supplier shall respond promptly to the Contracting Authority's enquiries, co-operate with any investigation, and allow the Contracting Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 5 (Records, Audit Access and Open Book Data).

25.6 If the Supplier breaches Clause 25.3, the Contracting Authority may by notice:

(a) require the Supplier to remove from performance of this agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

(b) immediately terminate this agreement for material breach.

25.7 Any notice served by the Contracting Authority under Clause 25.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Contracting Authority believes has committed the Prohibited Act and the action that the Contracting Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

26. SECURITY REQUIREMENTS

26.1 This Clause 26 shall only apply if it is stated in the Contract Particulars that Clause 26 applies. If this clause applies, then:

(a) the Supplier shall comply with and procure that the Supplier Personnel comply with the Security Policy and the requirements of the Security Management Plan (if any);

(b) the Supplier shall ensure that the Security Management Plan (if any) produced by the Supplier fully complies with the Security Policy.

26.2 The Contracting Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.

27. PUBLICITY AND BRANDING

27.1 The Supplier shall not:

(a) make any press announcements or publicise this agreement in any way; or

- (b) use the Contracting Authority's name or brand in any promotion or marketing or announcement,

without the Contracting Authority's prior written consent.

- 27.2 Each Party acknowledges to the other that nothing in this agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

28. PROTECTION OF CONTRACTING AUTHORITY DATA

- 28.1 This Clause 28 shall only apply if it is stated in the Contract Particulars that Clause 28 applies.
- 28.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Contracting Authority Data.
- 28.3 The Supplier shall not store, copy, disclose, or use the Contracting Authority Data except as necessary for the performance by the Supplier of its obligations under this agreement or as otherwise approved in writing by the Contracting Authority.
- 28.4 To the extent that the Contracting Authority Data is held and/or Processed by the Supplier, the Supplier shall supply that Contracting Authority Data to the Contracting Authority as requested by the Contracting Authority and in the format (if any) specified by the Contracting Authority from time to time in writing.
- 28.5 The Supplier shall take responsibility for preserving the integrity of Contracting Authority Data and preventing the corruption or loss of Contracting Authority Data.
- 28.6 The Supplier shall perform secure back-ups of all Contracting Authority Data and shall ensure that up-to-date back-ups are stored off-site at an approved location in accordance with any Business Continuity and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Contracting Authority (or to such other person as the Contracting Authority may direct) at all times upon request and are delivered to the Contracting Authority at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 28.7 The Supplier shall ensure that any system on which the Supplier holds any Contracting Authority Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).

- 28.8 If at any time the Supplier suspects or has reason to believe that the Contracting Authority Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Contracting Authority immediately and inform the Contracting Authority of the remedial action the Supplier proposes to take.
- 28.9 If the Contracting Authority Data is corrupted, lost or sufficiently degraded as a result of a default by the Supplier so as to be unusable, the Contracting Authority may:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Contracting Authority Data to the extent and in accordance with the requirements specified in any Business Continuity and Disaster Recovery Plan or as otherwise required by the Contracting Authority, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Contracting Authority's notice; and/or
 - (b) itself restore or procure the restoration of Contracting Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any Business Continuity and Disaster Recovery Plan or as otherwise required by the Contracting Authority.

29. FREEDOM OF INFORMATION

- 29.1 The Supplier acknowledges that the Contracting Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Contracting Authority to enable the Contracting Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
 - (b) transfer to the Contracting Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - (c) provide the Contracting Authority with a copy of all Information belonging to the Contracting Authority requested in the Request for Information which is in its possession or control in the form that the Contracting Authority requires within five (5) Working Days (or such other period as the Contracting Authority may reasonably specify) of the Contracting Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Contracting Authority.

29.2 The Supplier acknowledges that the Contracting Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Contracting Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Contracting Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

30. PROMOTING TAX COMPLIANCE

30.1 The Supplier warrants that it has notified the Contracting Authority of any Occasion of Tax Non-Compliance or any litigation in which it is involved relating to any Occasion of Tax Non-Compliance.

30.2 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Contracting Authority in writing of such fact within five (5) Working Days of its occurrence; and
- (b) promptly provide to the Contracting Authority:
 - (i) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Contracting Authority may reasonably require.

30.3 In the event that the Supplier breaches the warranty under Clause 30.1 fails to comply with this Clause 30 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Contracting Authority are acceptable, then the Contracting Authority shall be entitled, without prejudice to its other rights and remedies, to terminate this agreement for material breach.

31. STAFF TRANSFER

31.1 This Clause 31 shall only apply if it is stated in the Contract Particulars that Clause 31 applies. If this Clause 31 applies, then the definitions contained in the Staff Transfer Schedule apply to this Clause.

31.2 The Parties agree that :

(a) where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, the Staff Transfer Schedule shall apply as follows:

(i) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of the Staff Transfer Schedule shall apply;

(ii) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of the Staff Transfer Schedule shall apply;

(iii) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of the Staff Transfer Schedule shall apply; and

(iv) Part C of Staff Transfer Schedule shall not apply;

(b) where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Staff Transfer Schedule shall apply and Parts A and B of Staff Transfer Schedule shall not apply; and

(c) Part D of the Staff Transfer Schedule shall apply on the expiry or termination of the Services or any part of the Services;

31.3 The Supplier shall both during and after the Call Off Contract Period indemnify the Contracting Authority on demand and as a debt against all Employee Liabilities that may arise as a result of any claims brought against the Contracting Authority by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

32. MOD ADDITIONAL CLAUSES AND ACCESS TO MOD SITES

32.1 This Clause 32 shall only apply if it is stated in the Contract Particulars that Clause 32 applies.

32.2 The following defined terms apply to this agreement:

“MoD Terms and Conditions” means the additional MOD terms conditions stated to apply to this agreement in the Contract Particulars;

“Site” shall include any of Her Majesty’s Ships or Vessels and Service Stations.

“Officer in charge” shall include Officers Commanding Service Stations, Ships’ Masters or Senior Officers, and Officers superintending Government Establishments.

32.3 The Supplier confirms that it has had the opportunity to review the MoD Terms and Conditions and has raised all due diligence questions in relation to those documents with the Contracting Authority prior to the Call Off Commencement Date.

32.4 Where required by the Contracting Authority, the Supplier shall take such actions as are necessary to ensure that the MoD Terms and Conditions constitute legal, valid, binding and enforceable obligations on the Supplier.

32.5 The Contracting Authority shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Contracting Authority and shall be surrendered on demand or on completion of the supply of the Services.

32.6 The Supplier Personnel when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship’s Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

32.7 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the Contracting Authority wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. The status to be accorded to the Supplier’s personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible, give his decision before the commencement of this agreement where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Contracting Authority and shall be obtained by the Supplier

from the Officer in charge. Such certificate shall be presented to the Contracting Authority with other evidence relating to the costs of this agreement.

- 32.8 The Supplier shall make such arrangements through the Technical Branch named for this purpose in this agreement. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Contracting Authority shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier Personnel locally overseas which is necessary for the purpose of this agreement shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 32.9 Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier Personnel back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 32.10 Accidents to the Supplier Personnel which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 32.11 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier Personnel. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.

33. KEY PERFORMANCE INDICATORS

- 33.1 This Clause 33 shall only apply if it is stated in the Contract Particulars that Clause 33 applies.
- 33.2 If this Clause 33 applies, then the Parties are bound to the rights, duties, obligations and liabilities of the Parties set out in the Key Performance Indicator Schedule appended as a Schedule to this agreement. The Contracting Authority shall apply the Key Performance Indicator Schedule to amend the amount of the Fee that is payable under Clause 9.

34. BUILDING INFORMATION MODELLING

34.1 This Clause 34 shall only apply if it is stated in the Contract Particulars that Clause 34 applies.

Where a BIM Protocol Applies

34.2 If the Contract Particulars states a BIM Protocol applies, then the Contracting Authority and the Supplier shall:

- (a) comply with their respective obligations set out in the BIM Protocol;
- (b) have the benefit of any rights granted to them in the BIM Protocol; and
- (c) have the benefit of any limitations or exclusions of their liability contained in the BIM Protocol.

Where a BIM Protocol Does Not Apply

34.3 If the Contract Particulars state that a BIM Protocol does not apply then:

- (a) if it is stated in the Contract Particulars that the Supplier is to act as the BIM Information Manager, the Supplier shall act as the BIM Information Manager for the Project as more fully set out in the BIM Documents;
- (b) if it is not stated in the Contract Particulars that the Supplier is to act as the BIM Information Manager, the Supplier shall comply with the reasonable instructions of the BIM Information Manager in relation to the BIM Documents;
- (c) The Contracting Authority grants to the Supplier, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence (or, as the case may be, sub-licence) including the right to grant sub-licences (or, as the case may be, sub-sub-licences), to copy and make full use of the Material produced in accordance with the BIM Documents by or on behalf of the Contracting Authority (including any produced by the Contractor or another member of the Professional Team) for the purpose of performing the Services and complying with the BIM Documents;
- (d) Clause 16.3 shall have no effect and neither Party shall be liable to the other for:

- (i) any use of Material created by (or on behalf of) it for any purpose other than that for which that Material was prepared and/or provided; or
- (ii) any amendment or modification of Material produced in accordance with the BIM Documents, except where such amendment or modification:
 - (A) was made with the consent (not to be unreasonably withheld) of the party that produced it (or on whose behalf it was produced);
 - (B) was permitted by the BIM Documents; or
 - (C) was made for a Permitted Use following termination of the engagement of the party that produced it (or on whose behalf it was produced) in relation to the Project.

35. QUALITY MANAGEMENT POINTS

- 35.1 This Clause 35 shall only apply if it is stated in the Contract Particulars that Clause 35 applies.
- 35.2 The Supplier shall accrue Quality Management Points in accordance with the Quality Table set out below. The Supplier shall accrue Quality Management Points for the failures listed on the Quality Table whether arising from an audit by the Supplier, the Contracting Authority or the relevant accreditation body.
- 35.3 If the Supplier fails to comply with the Supplier's quality management system, the Supplier shall accrue Quality Management Points from the date when the failure is identified in accordance with the Quality Table. The number of Quality Management Points accrued by the Supplier shall reduce in accordance with the Quality Table.
- 35.4 The Supplier shall maintain a register of the number of Quality Management Points in effect, showing when Quality Management Points are accrued and when they are removed.
- 35.5 If the number of Quality Management Points in effect at any time is more than 25 points, the Supplier and the Contracting Authority shall meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid the Supplier accruing further Quality Management Points. The Supplier shall submit a report to the Contracting Authority within one week of the meeting setting out:

- (a) the actions agreed at the meeting; and
 - (b) any other actions which the Supplier proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.
- 35.6 If the Contracting Authority does not accept the Supplier's proposals or the Supplier does not take the agreed actions, the Contracting Authority shall serve a quality warning notice on the Supplier. Within one week of receipt of the quality warning notice, the Supplier shall submit a report to the Contracting Authority setting out the actions which the Supplier has taken and what further or alternative actions he proposes to take to reduce the number of Quality Management Points in effect to 25 or less.
- 35.7 The Supplier shall take such action as set out in the Supplier's reports until the number of Quality Management Points in effect is reduced to 25 or less. The Supplier shall submit weekly up date reports to the Contracting Authority setting out the actions he has taken, the results of those actions and the actions which are still to be taken by him.
- 35.8 Failure by the Supplier to take actions to reduce the number of Quality Management Points in effect to 25 or less is deemed to be a material breach by the Supplier of its obligations under this agreement and the Contracting Authority shall have the right to terminate this agreement in accordance with clause 12.2 (Termination).

Quality Table

Failure	Quality Management Points	Period of effect
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
The Quality Plan does not comply with the requirements of this contract	10 per failure	Until audit confirms that Quality Plan complies
Failure to raise a Non-Conformity report	5 per Non-Conformity	6 months
Failure to raise a corrective action report	5 per Non-Conformity	6 months
Failure to correct Quality Plan in manner set out in a corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	25 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the <i>Employer</i>	10 per failure	Until the records are made available
Failure to allow access for <i>Employer</i> audits	10 per failure	Until <i>Employer</i> audit is carried out
Failure by <i>Consultant</i> to accrue Quality Management Points that should have been accrued	The number of Quality Management Points that should have been accrued	Applicable to the failure that should have accrued Quality Management Points
	plus an additional number of Quality Management Points equivalent to the Quality Management Points that should have been accrued	6 months
Note 1: For these failures additional Quality Management Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.		

36. COLLABORATIVE PERFORMANCE FRAMEWORK

36.1 This Clause 36 shall only apply if it is stated in the Contract Particulars that Clause 36 applies.

36.2 If this Clause 36 applies, then the Supplier's performance shall be measured in accordance with the Collaborative Performance Framework.

36.3 If the Supplier's performance, measured in accordance with the Collaborative Performance Framework, is below the Failure Level then this shall be deemed to be a material breach by the Supplier of its obligations under this agreement and the Contracting Authority shall have the right to terminate this agreement in accordance with clause 12.2 (Termination).

37. NON-WAIVER

37.1 No failure or delay by the Contracting Authority to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

37.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

38. SEVERANCE

If any provision of this agreement is declared invalid, unenforceable or illegal by the courts, such provision may be severed from this agreement and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this agreement.

39. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Subject to Clause 19 (Disputes) the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

Schedule 1 - Services

**Design & Build Project Management & Estates
Professional Services**

Crown Commercial Framework RM3741

1. EXECUTIVE SUMMARY

This is a specification for Design, Build and Project Management Services required by the Care Quality Commission (CQC) in the delivery of Business Objectives and Estate Strategy. CQC has an estate of seven properties over 11,904 m2 that accommodate 1415 estates based staff with an annual r [REDACTED]. Between January 2019 and May 2021 there are a number of lease expiries (please see below list) that CQC is required to exercise in line with Government Property Controls unless business cases are approved for exception.

Design & Project Management Services are also required wherever CQC estate requires changes to its demised or leased space in accordance with CQC business requirements and subsequent design brief to be agreed with our contracted provider. All design services must deliver cost-effective solutions that optimise the use of work space and technology by encouraging modern, collaborative and flexible working practices. CQC Estate Strategy will demonstrate that CQC is meeting the Government's accommodation space use requirements of at least 8 Full Time Equivalent (FTE) sharing 10 desks and usage of 8m2 per FTE.

Links to other Strategies:

Other CQC

This strategy sits alongside and complements other CQC and Government strategies including the CQC Business, Information Management and Digital strategies and the Government ICT and Estates strategies. This strategy will support making CQC an attractive and flexible place to work by enabling our people to work whether they are at home, in the office, travelling or on site with a provider.

Government Estates Strategy

The works would also support the Cabinet Office's "The Way We Work" programme -and the Government's Estate Strategy and sets out how CQC will optimise the cost-effective use of its work space and technology by encouraging modern, collaborative and flexible working practices

Cabinet office and DH PAM Board set central departments and ALB's a space use target of at least 8 FTE sharing 10 desks and usage of 8m2 per FTE – the support of the required professional services will allow CQC to occupy space with at least 8m2 per FTE and deliver an agile working environment.

CQC is supporting the aim of savings for accommodation in broader government where possible moving to other parts of the Crown estate will be to release commercial buildings/accommodation from the overall estate.

2. THE REQUIREMENT

Summary

Provide space planning, design, furniture and mechanical & electrical specialists for relocation or refurbishment works and to provide cost management of these contractors. The supplier will manage a competitive tender exercise for provision of

fit-out contractors, furniture providers, and logistics contractors to manage the move and disposal of assets, equipment and files.

The supplier will be required to provide work in all Design & Build Management areas. Please see list below setting out the main areas in which the Supplier will be required to provide work. This list is not exhaustive.

1. Refurbishment exercises
2. Relocation exercises
3. Regeneration Projects
4. Alteration/Extension Projects
5. Programmes of Work
6. New Build Projects
7. Mechanical and electrical systems and condition advice
8. Space management services
9. Contractor supervision
10. Cost management of all contractors

There may also be a limited amount of work in the following areas:

11. Environmental Advice, Support & Delivery Services
12. Technical Assurance Services

CQC is seeking a supplier who will:

- a. Ensure that all CQC accommodation fit-outs comply with building regulations, all other safety legislation and lease requirements;
- b. Ensure that any space is suitable for business requirements and meets Government Estates Strategy and CQC Estates Strategy objectives;
- c. Project Manage office installations including the procurement of furniture;
- d. Monitor and manage any contractors and sub-contractors;
- e. Upon completion of projects the supplier would ensure the contractor provides buildings management documents, for example, floor plans, electrical drawings, operation and maintenance manuals and; documents associated with buildings statutory testing, for example, and electrical and other testing certificates, water risk assessments, and any Asbestos register;
- f. Provide turn-key services such as project management of a relocation or refurbishment project. This will include contractor selection, supervision and cost management.

Successful completion of these deliverables will help CQC achieve the following objectives within clear timescales which will be set out by CQC at the start of individual projects:

- a. Increasing utilisation of our offices to ensure our existing accommodation can meet the future growth requirements within our budget constraints without resorting to the acquisition of additional premises.
- b. CQC will optimise the cost-effective use of its work space and technology by encouraging modern, collaborative and flexible working practices.
- c. Our space use per Full Time Equivalent (FTE) will be better than the Government's target of 8m² per FTE.

- d. The works would also support the Cabinet Office's "The Way We Work" programme and the Government's Estate Strategy and sets out how CQC will optimise the cost-effective use of its work space and technology by encouraging modern, collaborative and flexible working practices.

General Requirements

1. Take account of CQC estate strategy, estates design principles, Financial Business Case models, or alternative strategy or direction provided within a specific brief;
2. Provide risk management solutions that minimise disruption to the business and supports CQC information security procedures;
3. Provide robust plans to manage any implications for DDA and Health and Safety requirements of staff during and after the move;
4. Take full account of current legislation, Government guidance and Best Practice (including but not limited to Achieving Excellence, Revitalising Health and Safety, Sustainable Development, Sustainable Operations on the Government Estate, Design Quality, Gateway Reviews);
5. Ensure that any advice provided complies with [CQC values](#) and business objectives;
6. Prior to or upon receipt of every order to undertake services, provide an initial report setting out their detailed understanding of the brief, proposed approach to the task, resource plan and fee proposal, and must agree the level of expertise and experience of the personnel to be involved with the Client;
7. Where Project Management and Full Design Team services result in any changes to the CQC estate, the supplier is to provide all necessary assistance and information to update the CQC property records;
8. Provide and maintain personnel with appropriate qualifications and experience in the relevant professional disciplines and specialist areas;
9. Provide and maintain personnel with adequate knowledge of health and safety legislation and good practice, environmental and security issues which are relevant to the projects covered by the framework;
10. Ensure that the services, projects and programmes of work are progressed and delivered within the agreed fees and approvals. The supplier will manage all fees and costs directly with contractors, CQC will contract only with the supplier;
11. Ensure that the services, projects and programmes of work are progressed and delivered within the required timescales;
12. Ensure that the work complies with the specification and meets appropriate professional, technical, quality, safety and environmental standards and current Government education and social care standards and guidelines;
13. Ensure that the work complies with Contracting Authorities' policies and procedures, in particular the [Health & Safety Policy](#) and Security Procedures which will be set out during the work as they are bespoke to each office;
14. Demonstrate the ability to effectively review service delivery to continually improve performance;
15. Demonstrate the commitment to help raise standards.

3. AUTHORITY RESPONSIBILITIES

The Head of Workplace, Facilities & Safety will be the principle point of contact and ultimately responsible for the contract.

The Authority will contract only with the supplier. All sub-contractors for fit out, moves and furniture will contract directly with the supplier and the supplier will be contractually responsible for all sub-contracted work undertaken.

4. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

Appoint a Contract Manager to oversee the work and liaise with / report as CQC requires to CQC's Contract Manager;

- (a) Attend monthly meetings, quarterly reports, or "as and when required by the Commission Project Manager;
- (b) Perform quality assurance on all aspects of the programme;
- (c) Provide the Commission with timely and ongoing evaluation and quality assurance information relating to the programme;
- (d) Manage and supervise all contractors associated with the project on CQC premises;
- (e) Will assist the Commission with the procurement process and supervise project contractors on your behalf as well as assessing when the contractors have delivered required quality and quantity of work to warrant payment
- (f) Provide on a monthly basis updates on all costs to CQC.

Any complaints CQC has throughout the lifetime of the contract will be raised in a timely and professional manner to the supplier's contract manager and CQC expect these to be handled timely and appropriately by the successful Contractor.

5. KEY PERFORMANCE INDICATORS

Key Performance Indicators will support CQC in measuring the performance of suppliers in delivering their call off requirements. The table below is designed to not only support CQC in tracking performance but also enabling feedback to be provided to suppliers to assist in improving their service delivery approach.

The use of KPIs as performance measures assists in achieving better value for money, enhances the service offering and the ability to support improvement of service delivery by sharing lessons learnt and feedback on good and bad performance.

Service Element - KPI	Explanation	Monitoring Method/Metrics	Suggested Monitoring Period
<p align="center">Cost KPI 01</p> <p>Delivery to Price</p>	<p>Delivery of the <i>Service(s)</i> consistent with the rate card agreed with the Customer at Call Off.</p>	<p>Prior to commencement of Monitoring, the Supplier and Customer shall agree the rate Structure, procedures for reporting, payment and basis for any variations if different from that set out in the Framework Specifications. The key measure of performance will be the delivery of the Services, in line with</p>	<p align="center">Dependent on project</p>

		the price agreed, prior to the letting of the Call Off order	
Time KPI 02 Delivery to Programme	Completion of the <i>services</i> , and the meeting of specified <i>conditions</i> by <i>key dates</i> .	The key criteria for measurement includes: * Were the <i>services</i> provided in line with the <i>completion date</i> ? * Were the stated <i>conditions</i> met by the <i>key dates</i> ? * Were any Early Warnings / Compensation Events addressed, including any appropriate risk reduction measures?	Quarterly or as agreed on the project basis and programme
Quality KPI 03 Delivery of the Supplier Services to Specification and Required Standards and Quality	Provision of the <i>services</i> in accordance with the Scope agreed with the Supplier, the Specification and applicable Standards/Regulations.	Monitoring method to be the number of written complaints made by the Supplier regarding the standard of performance being delivered to the Specification. Complaints may be made for the delivery of a poor quality PMFDT service with defects/rework over and above what should be expected by 'third party comments', provision of a non-responsive service, or the lack of adequate contract management including the provision of proportionate Early Warnings and Compensation Events.	Quarterly or as agreed on the project basis and programme
Quality KPI 04 Suppliers, Resources and Staff Continuity	Provision of resources, with appropriate experience and skill level, and continuity of allocated staff.	The key criteria for measurement is the number of events where <i>key persons</i> are proposed and not accepted by the <i>Authority</i> , or where a <i>key person</i> is not proposed by the supplier within 3 weeks of being removed from <i>providing the services</i> . Acceptance of key persons may include the following considerations: * Were resources for key roles with appropriate experience and skill allocated to the task? * Was access to, and appropriate use of, Supply Chain partners evident?	Quarterly or as agreed on the project basis and programme

Sustainability KPI 05 Fair Payment for Services, works and products to Supply Chain Partners	Demonstrate that the Consultant has complied with the Government policies, subject to any specific payment terms agreed with Supply Chain Partners.	Measured as the number of payments made by the Consultant outside of the 30 days stated within the Government fair payment charter.	Quarterly
Health & Safety - Compliance with CDM Regulations KPI 06	Demonstrate Management of H&S and Compliance, with CDM Regulations, as applicable to the Call Off Appointment.	Measured as the number of RIDDOR recordable incidents by <i>Consultant</i> staff (including Contract Supplied Workers, Agency Supplied Workers and all sub-consultants) who are working on <i>delivering the services</i> .	Quarterly

Performance KPI 07 Authority Satisfaction	Authority satisfaction	Measure and survey Authority feedback and review of the feedback presented	Dependent on project
Performance KPI 08 Resolution	Design & Build Resolution within an agreed timeframe	Defects and corrective action resolved within an agreed timeframe	Dependent on project
Performance KPI 09	Provision of a named Account Manager	Responsiveness and accessibility of the Account Manager to be available within an agreed timeframe	Dependent on project

6. CONTRACT MANAGEMENT AND MONITORING

- Once the Property Design Service provider had been appointed, CQC Estates would draw up a briefing that included a description of our objective and required outputs for each instruction, the supplier is required to respond with a service order that sets out, estimated hours and cost, individual(s) assigned to work on the instruction and any special requirements. CQC will then sign and return the service order;
- Provide effective communication arrangements with CQC Workplace & Facilities teams, and where necessary, other staff groups, for example, regional teams;
- Monthly reports are required that briefly set out progress and spend to date of each instruction;
- Because Projects are condensed into a short timeframe, regular verbal and written correspondence and weekly project meetings are required where project actions, spend, outcomes and performance are discussed and reviewed;
- The Supplier will contract manage all contractors appointed by the supplier to include fit-out contractors, furniture providers and logistics and move contractors.

7. TIMETABLE

In the following table we have set out the key lease events where relocations and refurbishments may be required, depending on the outcome of options appraisals usually carried out one year prior to each lease event. This does not cover other design and build requirements in buildings where there are no lease events.

Building	Event	Date – Lease end date	Design & Build Requirement
Citygate, Newcastle	Lease expiry	August 2019	Extension likely, may require some Design & Build, internal improvements
Leeds, St Pauls House	Lease expiry	January 2019	Extension likely, may require some Design & Build
Nottingham Agora Building	Lease expiry	June 2020	Likely move into government hub, likely no Design & Build
Birmingham, McLaren	Lease break	January 2020	Likely move into government hub, likely no Design & Build

8. SKILLS AND KNOWLEDGE TRANSFER

The selected suppliers will be required to work with existing staff on a day-to-day basis to ensure knowledge transfer and upskilling.

All reports and outputs will be the property of the CQC. The requirements will of course continue to benefit the skills and experience of in-house estates and facilities staff as they will be involved as much as possible from an intelligent client function, we will also continue to use in-house staff to deliver tasks and activities where they have the necessary skills.

Post project reviews will take place that include a review of how professional property services are used, recording these experiences will allow CQC to better understand the extent to which professional property services will be used in the future.

9. FURTHER INFORMATION

Suppliers in this contract would be appointed directly by the Commission. The Contractor will assist the Commission with the procurement process and supervise project contractors on your behalf as well as assessing when the contractors have delivered required quality and quantity of work to warrant payment.

CQC Properties

An overview of the CQC estate including lease type, total space, total annual running cost, key lease events, notice periods, where applicable, and number of spare desks:

1. 151 Buckingham Palace Road, London - Civil Estate agreement of 4429 m2. The total annual cost is £5,107,909.
2. McLaren Building, Birmingham – Commercial Lease of 540 m2 until 2024 with a lease break opportunity in 2020, and a total annual property cost of £220,000;



10. SITE SPECIFIC INFORMATION AND SAFETY

1. Any work which may cause unreasonable disruption must be completed outside normal working hours which are Mon - Fri 8:00am – 5.00 pm.
2. All equipment and materials not identified in this tender document as being provided by CQC must be provided by the contractor.
3. CQC may be able to provide parking for a small number of vehicles during working hours, subject to approval at the time of works.
4. CQC will be able to provide toilet facilities during working hours.
5. Deliveries to the site must be scheduled directly to the contractor during normal working hours.
6. CQC may be able to provide secure storage for equipment and materials on site by arrangement.
7. Prior to the work commencing, all Risk Assessments and Method Statements must be provided to CQC by the supplier on behalf of all contractors.

Typical description of fit-out, move and furniture contractor works that are appointed directly by the authority

The **fit-out works** are the minimum required to meet CQC Estate Design Principles and generally comprise;

- The strip out and disposal of selected partitioning.
- Installation of new partitioning to create a more appropriate space.
- Making good of floors / walls and ceilings where damaged by the removal of current partitions.
- Alteration of existing lighting to suit new layout.
- Installation of new carpet tiles to cellular office space.
- Redecoration works.
- Relocation of data and power floor boxes to suit new layout.
- Adjustment of Air handling units to suit re-planned area.
- DDA improvements.
- Creation of new comms room, where required.
- Purchase of Audio Visual Equipment.

The **move contractor works** generally comprise:

- Delivery, collection and rental of crates for transferring all documentation between the two properties.
- Packing assistance at our offices to assist staff prior to the move.
- Dismantling of furniture at our offices.
- Transferring furniture between the properties.
- Erection of furniture at our properties.
- Transferring crates between properties.
- Unpacking assistance at our offices to assist staff after the move.

- Disposal of excess furniture from our properties in line with relevant government sustainability requirements.

The furniture contractor works generally comprise:

- Provision of furniture as per specification issued by supplier in agreement with CQC
 - Example of furniture CQC currently purchase/require:
 - Cwtch
 - Air Pod
 - Library style bench tables
 - Task chairs
 - Meeting room furniture
 - Breakout furniture
 - Office desking
 - Monitor arms
 - Cupboards
 - Delivery of furniture to CQC sites.
 - Building of furniture on CQC sites.
 - Ensuring furniture is positioned as per plans and in line with workstation and health and safety guidelines.
 - Removal of packaging from CQC sites

The Authority will require the successful supplier to provide warranty options available for the works specified.

As part of the warranty options, the Authority will require the supplier to adhere to the below:

- Supplier to guarantee the works specified for the warranty period
- If the Authority raises a fault within the warranty period, the Authority expects the supplier to remedy such faults or defects (whether by repair or replacement) free of charge.
- Where there is a replacement under warranty the repaired or replaced works shall have the remainder of the warranty period or a new full warranty period if replaced.

Contract Period

Contract duration is for three years with an option to extend for a further 1 year (3+1). The indicative whole life costing envelope for this contract is in the region of [REDACTED] but maybe subject to change in the context of potential changes in the structure of Government and its ALBs, or business requirements.

There are funds available for the fit out and furniture works etc and this will be agreed within the project budget.

CQC will adopt a model whereby one supplier will provide the professional services, ie develop the design, manage the selected contractors and manage the delivery of the project, but the Authority will contract directly with contractors Mini bids will be undertaken where required.



RM3741 Schedule
of services 9a v 4 (1).

RM3741 Schedule of Services 9a v4 is embedded above.



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Suppliers response to technical questions is embedded above.

Schedule 2 - Fees and payment

The Basic Fee is agreed per project. A time charge based on framework rates to RIBA stage 2, at which point a fixed fee is agreed against agreed scope. This is calculated and paid in instalments.

The Final Date For Payment of an instalment of the Fee is: 23 days after the Due Date for payment.

The Due Date for Payment of an instalment of the Fee is 30 days after the date of receipt of the Supplier's invoice.

The interest rate for late payment is [REDACTED] above the Bank of England base rate in force from time to time

Payment shall be due on the date stated in the agreed scope.

A quote will be provided by the Supplier following CQC requirement outline. Once agreed all payments will usually be incremental and linked to completion of key stages of the project e.g. 25%, 50%, 75% complete. Key Stages will be clearly defined at the start of any project and agreed by both parties in accordance with the project plan and works required. The Supplier shall submit to the Contracting Authority an invoice for each instalment of Fee, together with timesheets and any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that the Supplier considers will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.

CQC will adopt a model whereby one supplier will provide the professional services, ie develop the design, manage the selected contractors and manage the delivery of the project, but the Authority will contract directly with contractors. Mini bids will be undertaken where required.

ADDRESS FOR PAYMENT

All invoices must be posted to the address below.

Care Quality Commission T70 Payables F175
Phoenix House
Topcliffe Lane
Wakefield
WF3 1WE

All invoices must have a clearly visible purchase order number. CQC will aim to pay all correct invoices within 5 working days.

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 1 - Project Manager (Project Lead)



**Crown
Commercial
Service**

Ref	Scope of Services	Procurement Type					
		D&B (Single)	D&B (2 Stage)	Traditional	2 Stage Open Book	Cost Led Procurement	Integrated Project Ins
1.0	General Services						
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority.	✓	✓	✓	✓	✓	✓
1.2	In consultation with the Contracting Authority, prepare the Schedule of Services for all suppliers to be appointed by the Contracting Authority.	✓	✓	✓	✓	✓	✓
1.3	Facilitate regular meetings in order to progress Design and Pricing Information, consult and liaise with the Lead Designer, Cost Manager and Principal Designer in the preparation of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the Project Lead.	✓	✓	✓	✓	✓	✓
1.4	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Supplier are fully coordinated with the services provided by those suppliers and in accordance with the Schedule of Services for each, the Project Roles Table, the Design Responsibility Matrix and the Technology Strategy.	✓	✓	✓	✓	✓	✓
1.5	Where there is duplication between the Services provided by the Supplier and the services of another supplier(s), the Supplier shall resolve the service duplication by agreement with the supplier(s) concerned. The Supplier shall confirm the actions agreed in writing with the supplier(s) and copy to the Contracting Authority.	✓	✓	✓	✓	✓	✓
1.6	Manage, co-ordinate and participate in the operation of an Early Warning System.	✓	✓	✓	✓	✓	✓
1.7	Organise workshops and exercises and manage contributions of other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Provide recommendations for Contracting Authority approval based on the results of these exercises to deliver the best overall value for money.	✓	✓	✓	✓	✓	✓
1.8	Organise meetings with the Contracting Authority, Project Lead, Lead Designer, other suppliers and the Contractor as necessary.	✓	✓	✓	✓	✓	✓

		Procurement Type					
1.9	In conjunction with the other suppliers and subject to the specific duties pursuant to each respective Call Off Agreement and/or Building Contract, make all necessary arrangements with planning, local and other statutory bodies to enable the Project to proceed to completion and handover. Arrange for, co-ordinate and pursue all necessary applications required in connection with relevant statutory or regulatory bodies, highway authorities and (if applicable) river and waterway authorities.	✓	✓	✓	✓	✓	✓
1.10	Assist with the submission of documentation to landlords and/or funding bodies and/or any third parties who have an interest in the project.	✓	✓	✓	✓	✓	✓
1.11	Establish and maintain project management procedures, hierarchy of responsibility, the Communication Strategy and the exchange of information both informally and formally at Information Exchanges.	✓	✓	✓	✓	✓	✓
1.12	Manage the Change Control Procedures and monitor Design and Cost Information development against the Site information, Project Information, Project Budget, Design Programme, Project Programme and the risk register. Ensure that any difficulties are rectified and the approved Project Budget and Project Programme are not adversely impacted.	✓	✓	✓	✓	✓	✓
1.13	Work closely with the Contracting Authority, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓	✓	✓	✓
1.14	Check and authorise applications for payment from the Project Design Team; maintain a fee drawdown register	✓	✓	✓	✓	✓	✓
2.4: RBBA Stage 0 - Strategic Definition							
2.1	Discuss options with the Contracting Authority for the assembly of the Project Team and assist the Contracting Authority to assemble and appoint the Project Team	✓	✓	✓	✓	✓	✓
2.2	Collate comments and facilitate workshops to discuss the Business Case and to develop the Strategic Brief for the Project.	✓	✓	✓	✓	✓	✓
2.3	Review findings from post project evaluations from relevant projects and lead and manage the Sustainability Checkpoint to inform the approach to the Strategic Definition for the Project.	✓	✓	✓	✓	✓	✓
2.4	Establish the Project Brief, the Initial Project Budget and the Project Programme.	✓	✓	✓	✓	✓	✓
2.5	Draft the Project Execution Plan.	✓	✓	✓	✓	✓	✓

		Procurement Type					
3.0 RIBA Stage 1 - Preparation and Brief							
3.1	Develop the Initial Project Brief. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Contracting Authority Business Case, Project Budget and Project Programme and all other parameters, risks and/or constraints.	✓	✓	✓	✓	✓	✓
3.2	Review Site Information and Project Information and collate comments from and facilitate workshops to develop the Initial Project Brief.	✓	✓	✓	✓	✓	✓
3.3	In consultation with the Project Team and the Contracting Authority, agree the procurement route and the standard form of Building Contract.	✓	✓	✓	✓	✓	✓
3.4	Prepare the Project Roles Table and Contractual Tree and continue to assist the Contracting Authority to assemble and appoint the Project Team.	✓	✓	✓	✓	✓	✓
3.5	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer.	✓	✓	✓	✓	✓	✓
3.6	Prepare option appraisals that meet the Initial Project Brief. Options produced by the Project Team should collectively address: - Built Form: Including building size, shape, orientation, sub-division, shading, weather and noise protection etc. - Construction standards: including floor load capacities, column to column spans, insulation, fire protection, glazing ratios, thermal and noise insulation, thermal capacity, natural and artificial illumination, ventilation etc. - Structural and hard surfacing materials, foundations, temporary structures etc: - Engineering Services and components: including heating, hot water, cooling, ventilation, lighting, communications, lifting or transportation equipment and public health systems etc.; their operational relationships, methods of control and means of energy supply, distribution and recovery etc. - Foul and surface water drainage, attenuation and rainwater harvesting - External paving and surfacing, roads, car parks and footpaths	✓	✓	✓	✓	✓	✓
3.7	Prepare the Feasibility Study for the Contracting Authority preferred option(s).	✓	✓	✓	✓	✓	✓
3.8	Review and update the Project Budget and Project Programme.	✓	✓	✓	✓	✓	✓
3.9	Prepare the Handover Strategy, commence Risk Assessments in preparation for the Concept Design stage, lead and manage the Sustainability Checkpoint, and develop the Project Execution Plan.	✓	✓	✓	✓	✓	✓
3.1	Monitor and review progress and performance of the Project Team.	✓	✓	✓	✓	✓	✓
3.11	Select one or more specialists, where appropriate and legally compliant, to provide input into option appraisals and/or the Feasibility Study in consultation with the Contracting Authority and the Project	✓	✓	✓	✓	✓	✓
4.0 RIBA Stage 2 - Concept Design							
4.1	Monitor preparation and progress of the Concept Design and preliminary Cost Information. Ensure all the foregoing are in accordance with the Initial Project Brief, Design Responsibility Matrix, Information Exchanges and the Design Programme. Prepare Project Strategies.	✓	✓	✓	✓	✓	✓
4.2	Review Site Information, Project Information and collate and agree changes to the Initial Project Brief and prepare and issue the Final Project Brief.	✓	✓	✓	✓	✓	✓
4.3	Prepare the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
4.4	Review and develop the Handover Strategy and Risk Assessments.	✓	✓	✓	✓	✓	✓
4.5	Prepare the Initial Construction Strategy and the Health and Safety Strategy.	✓	✓	✓	✓	✓	✓
4.6	Review and update the Project Execution Plan.	✓	✓	✓	✓	✓	✓
4.7	Review and update the Project Programme and the Project Budget.	✓	✓	✓	✓	✓	✓
4.8	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the preliminary Cost Information, prepared by the Cost Manager.	✓	✓	✓	✓	✓	✓
4.9	Select and prepare a list of tenderers with the Contracting Authority.		✓	✓		✓	✓
4.1	Collate information from the Project Team and assemble the Employer's Requirements.		✓	✓		✓	✓
4.11	Collate and issue the tender documentation.		✓	✓		✓	✓
4.12	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.		✓	✓		✓	✓
4.13	Agree the detailed content and assist with the finalisation of the contract documentation (for pre-construction activities).		✓	✓		✓	✓

		Procurement Type					
4.14	Verify that the Contractor has all required insurances, collateral warranties, bonds etc in place.		✓	✓		✓	✓
4.15	Monitor and review progress and performance of the Project Team.	✓	✓	✓	✓	✓	✓
RIBA Stage 5 - Developed Design							
5.1	Review and comment on the preparation and progress of the Developed Design, Site Information, Project Information and Cost Information to ensure It is developed in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme and Project Budget.	✓		✓			
5.2	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
5.3	Review and update the Handover Strategy and Risk Assessments.	✓	✓	✓	✓	✓	✓
5.4	Review and update the Construction Strategy and Health and Safety Strategy	✓		✓			
5.5	Review and update the Project Execution Plan.	✓	✓	✓	✓	✓	✓
5.6	Review and update the Project Programme and the Project Budget.	✓	✓	✓	✓	✓	✓
5.7	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the Cost Information, prepared by the Cost Manager.	✓	✓	✓	✓	✓	✓
5.8	Manage the Change Control Procedures.	✓	✓	✓	✓	✓	✓
5.9	Select and prepare a list of tenderers with the Contracting Authority.	✓					
5.1	Collate information from the Project Team and assemble the Employer's Requirements.	✓					
5.12	Collate and issue the tender documentation.	✓					
5.13	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.	✓					
5.14	Agree the detailed content and assist with the finalisation of the contract documentation (for pre-construction activities).	✓					
5.15	Verify that the Contractor has all required insurances, collateral warranties, bonds etc in place.	✓					
5.16	Lead the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer. The Supplier shall lead the evaluation and review of the programmes and method statements.		✓		✓	✓	✓
5.17	Monitor and review the performance of the Project Team.	✓	✓	✓	✓	✓	✓

		Procurement Type					
6.0 RIBA Stage 4 - Technical Design							
6.1	Review and comment on the preparation and progress of the Technical Design, Site Information, Project Information and Cost Information to ensure it is developed in accordance with the project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme and Project Budget.			✓			
6.2	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
6.3	Review and update the Handover Strategy and Risk Assessments.	✓	✓	✓	✓	✓	✓
6.4	Review and update the Construction Strategy and the Health and Safety Strategy.	✓		✓			
6.5	Review and update the Project Execution Plan.	✓	✓	✓	✓	✓	✓
6.6	Review and update the Project Programme and the Project Budget.	✓	✓	✓	✓	✓	✓
6.7	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the Cost Information, prepared by the Cost Manager.	✓	✓	✓	✓	✓	✓
6.8	Manage the Change Control Procedures.	✓	✓	✓	✓	✓	✓
6.9	Select and prepare a list of tenderers with the Contracting Authority.			✓			
6.10	Collate information from the Project Team and assemble the Employer's Requirements.			✓			
6.11	Collate and issue the tender documentation.			✓			
6.12	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.			✓			
6.13	Agree the detailed content and assist with the finalisation of the contract documentation.	✓	✓	✓	✓	✓	✓
6.14	Verify that the Contractor has all required Insurances, collateral warranties, bonds etc in place.	✓	✓	✓	✓	✓	✓
6.15	Lead the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer. The Supplier shall lead the evaluation and review of the programmes and method statements.	✓	✓		✓	✓	✓
6.16	Monitor and review the performance of the Project Team.	✓	✓	✓	✓	✓	✓

		Procurement Type					
7.0 RIBA Stage 5 - Construction							
7.1	Manage the review of construction standards to verify conformance with the contract documentation Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing.	✓	✓	✓	✓	✓	✓
7.2	Manage the review of the development of the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all Design Queries are resolved in accordance with the foregoing.	✓	✓	✓	✓	✓	✓
7.3	Manage the provision of Information to the Contract Administrator to assist administration of the Building Contract.	✓	✓	✓	✓	✓	✓
7.4	Review and update the Sustainability Strategy and lead the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
7.5	Manage the implementation of the Handover Strategy	✓	✓	✓	✓	✓	✓
7.6	Review and update the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓	✓	✓	✓
7.7	Review and update the Project Programme and the Project Budget.	✓	✓	✓	✓	✓	✓
7.8	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓	✓	✓	✓	✓	✓
7.9	Agree with the Lead Designer the Information Exchange, prepared by the Lead Designer.	✓	✓	✓	✓	✓	✓
7.1	Manage the review of proposals for the testing, setting to operation and commissioning and the witnessing of a testing and commissioning and that a testing and commissioning records are present and accurate and reflect the required performance.	✓	✓	✓	✓	✓	✓
7.1	Prepare a planned maintenance programme for the project, post handover, and provide recommendations for the procurement of the planned maintenance.	✓	✓	✓	✓	✓	✓
7.12	Monitor and review the performance of the Project Team.	✓	✓	✓	✓	✓	✓
8.0 RIBA Stage 6 - Handover & Close-Out							
8.1	Manage the handover of the building in accordance with the Handover Strategy and manage and prepare the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
8.2	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.	✓	✓	✓	✓	✓	✓
8.3	Manage the update of the Project Information.	✓	✓	✓	✓	✓	✓
8.4	Manage the update of the As Constructed Information.	✓	✓	✓	✓	✓	✓
9.0 RIBA Stage 7 - In Use							
9.1	Manage the completion of the tasks in the Handover Strategy.	✓	✓	✓	✓	✓	✓
9.2	Manage and prepare the Post Occupancy Evaluation	✓	✓	✓	✓	✓	✓
9.3	Manage the update of As Constructed information in accordance with Contracting Authority Feedback	✓	✓	✓	✓	✓	✓
9.4	Manage the update of Project Information in response to ongoing Contracting Authority Feedback	✓	✓	✓	✓	✓	✓
9.5	Manage the post completion defect rectification process in accordance with GSI requirements.	✓	✓	✓	✓	✓	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741



Core Service Discipline 2 - Architectural Services

Ref	Scope of Services	Procurement Type					
		D&B (Single)	D&B (2 Stage)	Traditional	2 Stage Open Book	Cost Led Procurement	Integrated Project Ins
1.0	General Services						
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority.	✓	✓	✓	✓	✓	✓
1.2	Attend regular meetings in order to progress Design, consult and liaise with the Lead Designer in the preparation and development of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake the required activities and take responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme.	✓	✓	✓	✓	✓	✓
1.3	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Supplier are fully coordinated with the services provided by those suppliers.	✓	✓	✓	✓	✓	✓
1.4	Where there is duplication between the Services provided by the Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier shall implement the actions the Project Lead confirms in writing.	✓	✓	✓	✓	✓	✓
1.5	Participate in the operation of an Early Warning System.	✓	✓	✓	✓	✓	✓
1.6	Co-operate at all times with the Principal Designer and provide Design Information and Risk Assessments.	✓	✓	✓	✓	✓	✓
1.7	Attend meetings with the Contracting Authority, Project Lead, Lead Designer, other suppliers and the Contractor as necessary.	✓	✓	✓	✓	✓	✓
1.8	Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations for Contracting Authority approval based on the results of these exercises to deliver the best overall value for money.	✓	✓	✓	✓	✓	✓
1.9	In conjunction with the other suppliers and subject to the specific duties pursuant to each respective Call Off Agreement and/or Building Contract, assist the Project Lead to make all necessary arrangements with planning, local and other statutory bodies to enable the Project to proceed to completion and handover. Assist the Project Lead to arrange for, co-ordinate and pursue all necessary applications required in connection with relevant statutory or regulatory bodies, highway authorities and (if applicable) river and waterway authorities.	✓	✓	✓	✓	✓	✓
1.10	Assist the Project Lead with the submission of documentation to landlords and/or funding bodies and/or any third parties who have an interest in the project.	✓	✓	✓	✓	✓	✓
1.11	Participate in the Change Control Procedures and monitor Design development against the Site Information, Project Information, Project Budget, Design Programme and Project Programme.	✓	✓	✓	✓	✓	✓
1.12	Work closely with the Contracting Authority, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓	✓	✓	✓

		Procurement Type					
2.0 RIBA Stage 0 - Strategic Definition							
2.1	Provide comments to the Project Lead and attend workshops to discuss the Business Case and to develop the Strategic Brief for the project.	✓	✓	✓	✓	✓	✓
2.2	Review findings from post project evaluations from relevant projects and contribute to the Sustainability Checkpoint to inform the approach to the Strategic Definition for the project.	✓	✓	✓	✓	✓	✓
2.3	Provide contributions to the Project Lead to establish the Project Brief, the Initial Project Budget and the Project Programme.	✓	✓	✓	✓	✓	✓
2.4	Provide contributions to the Project Lead to draft the Project Execution Plan.	✓	✓	✓	✓	✓	✓
2.5	Discuss the Project with the appropriate planning authority.	✓	✓	✓	✓	✓	✓
3.0 RIBA Stage 1 - Preparation & Brief							
3.1	Discuss the Project with the appropriate planning authority.	✓	✓	✓	✓	✓	✓
3.2	Contribute to the development of the Initial Project Brief. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Project Budget and Project Programme and all other parameters, risks and/or constraints.	✓	✓	✓	✓	✓	✓
3.3	Review Site Information and Project Information and provide comments and attend workshops, as required, to assist the development of the Initial Project Brief.	✓	✓	✓	✓	✓	✓
3.4	Contribute to the agreement of the procurement route and the standard form of Building Contract.	✓	✓	✓	✓	✓	✓
3.5	Contribute to the development of the Project Roles Table and Contractual Tree.	✓	✓	✓	✓	✓	✓
3.6	Provide comment to the Lead Designer to prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief.	✓	✓	✓	✓	✓	✓
3.7	Contribute to the preparation of option appraisals that meet the initial Project Brief. Options produced by the Project Team should collectively address: - Built Form: including building size, shape, orientation, sub-division, shading, weather and noise protection etc. - Construction standards: including floor load capacities, column to column spans, insulation, fire protection, glazing ratios, thermal and noise insulation, thermal capacity, natural and artificial illumination, ventilation etc. - Structural and hard surfacing materials, foundations, temporary structures etc. - Engineering Services and components: including heating, hot water, cooling, ventilation, lighting, communications, lifting or transportation equipment and public health systems etc.; their operational relationships, methods of control and means of energy supply, distribution and recovery etc. - Foul and surface water drainage, attenuation and rainwater harvesting - External paving and surfacing, roads, car parks and footpaths	✓	✓	✓	✓	✓	✓
3.8	Contribute to the preparation of the Feasibility Study for the Contracting Authority preferred option(s)	✓	✓	✓	✓	✓	✓
3.9	Review and contribute to the update of the Project Budget and Project Programme.	✓	✓	✓	✓	✓	✓
3.10	Contribute to the preparation of the Handover Strategy, prepare Risk Assessments in preparation for the Concept Design stage and contribute to the Sustainability Checkpoint and the development of the Project Execution Plan.	✓	✓	✓	✓	✓	✓
3.11	Assist in the selection one or more specialists, where appropriate and legally compliant, to provide input into option appraisals and/or the Feasibility Study in consultation with the Contracting Authority and the Project Team.	✓	✓	✓	✓	✓	✓
3a.1	<i>Carry out a full site inspection/site survey of any existing fabric, finishings, fittings etc, and make recommendations for, any specialist investigations or surveys which may be necessary.</i>	✓	✓	✓	✓	✓	✓
4.0 RIBA Stage 2 - Concept Design							
4.1	Liaise with planning authorities as required.	✓	✓	✓	✓	✓	✓
4.2	Prepare the architectural Concept Design in accordance with the Initial Project Brief and Design Responsibility Matrix, Information Exchanges and the Design Programme. Contribute to the development of Project Strategies.	✓	✓	✓	✓	✓	✓
4.3	Undertake third party consultations and any Research and Development as required.	✓	✓	✓	✓	✓	✓
4.4	Assist the Lead Designer with preparation of the Design Programme.	✓	✓	✓	✓	✓	✓
4.5	Incorporate agreed changes to the Concept Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓	✓	✓	✓	✓	✓
4.6	Contribute to the development of the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
4.7	Contribute to the development of the Handover Strategy and review and update Risk Assessments.	✓	✓	✓	✓	✓	✓

		Procurement Type					
4.8	Contribute to the Construction Strategy and the development of the Health and Safety Strategy	✓	✓	✓	✓	✓	✓
4.9	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓	✓	✓	✓
4.10	Contribute to the review and update of the Project Programme and the Project Budget.	✓	✓	✓	✓	✓	✓
4.11	Comply with the Information Exchange requirements.	✓	✓	✓	✓	✓	✓
4.12	Contribute to the selection of a list of tenderers.		✓	✓		✓	✓
4.13	Contribute to the preparation of the Employer's Requirements.		✓	✓		✓	✓
4.14	Contribute to the preparation of the tender documentation		✓	✓		✓	✓
4.15	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.		✓	✓		✓	✓
4.16	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).		✓	✓		✓	✓

		Procurement Type					
5.0	RIBA Stage 3 - Developed Design						
5.1	liaise with planning authorities as required.	✓	✓	✓	✓	✓	✓
5.2	Submit planning application to the appropriate planning authority.	✓	✓	✓	✓	✓	✓
5.3	Prepare the architectural Developed Design in accordance with the Final Project Brief, Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme. Contribute to the development of Project Strategies.	✓		✓			
5.4	Undertake third party consultations as required.	✓	✓	✓	✓	✓	✓
5.5	Assist the Lead Designer with preparation of the Design Programme.	✓	✓	✓	✓	✓	✓
5.6	Incorporate agreed changes to the Developed Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, information Exchanges and the Design Programme.	✓	✓	✓	✓	✓	✓
5.7	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
5.8	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓	✓	✓	✓	✓	✓
5.9	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓	✓	✓	✓	✓	✓
5.10	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓	✓	✓	✓
5.11	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓	✓	✓	✓	✓	✓
5.12	Comply with the Information Exchange requirements.	✓	✓	✓	✓	✓	✓
5.13	Contribute to the selection of a list of tenderers.	✓					
5.14	Contribute to the preparation of the Employer's Requirements.	✓					
5.15	Contribute to the preparation of the tender documentation	✓					
5.16	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	✓					
5.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation (for pre-construction activities).	✓					
5.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer.		✓		✓	✓	✓

		Procurement Type					
6.0	RIBA Stage 4 - Technical Design						
6.1	Submit the Building Regulations application.			✓			
6.2	Prepare the architectural Technical Design in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme.			✓			
6.3	Undertake third party consultations as required.	✓	✓	✓	✓	✓	✓
6.4	Assist the Lead Designer with preparation of the Design Programme.	✓	✓	✓	✓	✓	✓
6.5	Incorporate agreed changes to the Technical Design, Site Information and Project Information in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓	✓	✓	✓	✓	✓
6.6	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
6.7	Contribute to the review and update of the Handover Strategy and Risk Assessments.	✓	✓	✓	✓	✓	✓
6.8	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	✓	✓	✓	✓	✓	✓
6.9	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓	✓	✓	✓
6.1	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	✓	✓	✓	✓	✓	✓
6.11	Comply with the Information Exchange requirements.	✓	✓	✓	✓	✓	✓
6.12	Liaise with specialist suppliers as necessary.	✓	✓	✓	✓	✓	✓
6.13	Contribute to the selection of a list of tenderers.			✓			
6.14	Contribute to the preparation of the Employer's Requirements.			✓			
6.15	Contribute to the preparation of the tender documentation			✓			
6.16	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.			✓			
6.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation.	✓	✓	✓	✓	✓	✓
6.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any clarifications from the tenderer.	✓	✓		✓	✓	✓

		Procurement Type					
7.0 RIBA Stage 5 - Construction							
7.1	Review standards of construction to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing.	✓	✓	✓	✓	✓	✓
7.2	Review development of the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme, Information Exchanges and the Construction Programme and that all Design Queries are resolved in accordance with the foregoing.	✓	✓	✓	✓	✓	✓
7.3	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	✓	✓	✓	✓	✓	✓
7.4	Contribute to the review and update of the Project Programme and the Project Budget.	✓	✓	✓	✓	✓	✓
7.5	Contribute to the review and update of the Sustainability Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
7.6	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓	✓	✓	✓
7.7	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	✓	✓	✓	✓	✓	✓
7.8	Contribute to the Implementation of the Handover Strategy	✓	✓	✓	✓	✓	✓
7.9	Monitor and verify that agreed changes to the Design during Construction are implemented in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	✓	✓	✓	✓	✓	✓
7.10	Comply with the Information Exchange requirements.	✓	✓	✓	✓	✓	✓
7.11	Liaise with specialist suppliers as necessary.	✓	✓	✓	✓	✓	✓
7.12	Review proposals for the testing, setting to operation and commissioning of all building fabric, walls, partitions, doors, equipment and fittings etc. Witness all testing and commissioning and check that all testing and commissioning records are present and accurate and reflect the required performance. Identify to the Lead Designer incomplete and/or inaccurate information and/or testing and commissioning that evidences the required performance is not being achieved.	✓	✓	✓	✓	✓	✓
7.13	Contribute to the preparation of a planned maintenance programme for the project, post handover, and contribute to recommendations for the procurement of the planned maintenance.	✓	✓	✓	✓	✓	✓
7.14	Prepare the 'As Constructed' Information.			✓			
7a.1	<i>Make recommendations for sample-taking and the carrying out of specialist inspection tests of materials and workmanship. Following approval of recommendations for testing, arrange for the inspections and tests to be undertaken and examine the results of such tests whether on or off site. In liaison with the Lead Designer take any necessary action to ensure that any deficiencies are rectified.</i>	✓	✓	✓	✓	✓	✓
7a.2	<i>Make recommendations for the opening of work to determine that it is generally in accordance with the contract documentation.</i>	✓	✓	✓	✓	✓	✓
7a.3	<i>Visit the sites of fabrication and assembly to inspect such materials or workmanship before delivery to site.</i>	✓	✓	✓	✓	✓	✓
7a.4	<i>Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.</i>	✓	✓	✓	✓	✓	✓
7a.5	<i>In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.</i>	✓	✓	✓	✓	✓	✓
8.0 RIBA Stage 6 - Handover & Close-Out							
8.1	Provide the Lead Designer with the defects list.	✓	✓	✓	✓	✓	✓
8.2	Undertake the tasks in accordance with the Handover Strategy and contribute to the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓
8.3	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	✓	✓	✓	✓	✓	✓
8.4	Contribute to the update of the Project Information.	✓	✓	✓	✓	✓	✓
8.5	Contribute to the update of the 'As Constructed' Information.	✓	✓		✓	✓	✓
8.6	Update the 'As Constructed' Information.			✓			
9.0 RIBA Stage 7 - In-Use							
9.1	Undertake the tasks listed in the Handover Strategy.	✓	✓	✓	✓	✓	✓

Schedule of Services (By Procurement Type)

Project Management & Full Design Team Services Procurement - RM3741

Core Service Discipline 3 - Cost Management Services

Ref	Scope of Services	Procurement Type						
		CEB (Type)	CEB (PSV)	Traditional	2-Stage	Design	Integrated	Regulated
1.0 Construction Services								
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority	✓	✓	✓	✓	✓	✓	✓
1.2	Attend regular meetings in order to progress the Cost Information, consult and liaise with the Project Lead in the preparation and development of the Project Rates Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Rates Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the Project Lead.	✓	✓	✓	✓	✓	✓	✓
1.3	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Supplier are fully coordinated with the services provided by those suppliers.	✓	✓	✓	✓	✓	✓	✓
1.4	Where there is duplication between the Services provided by the Supplier and the services of another supplier(s), the Supplier shall ensure the Project Lead is notified of the service duplication by agreement with the supplier(s) concerned. The Supplier shall implement the actions the Project Lead confirms in writing.	✓	✓	✓	✓	✓	✓	✓
1.5	Participate in the operation of an Early Warning System.	✓	✓	✓	✓	✓	✓	✓
1.6	Co-operate at all times with the Principal Designer and provide information and Risk Assessments as required.	✓	✓	✓	✓	✓	✓	✓
1.7	Attend meetings with the Contracting Authority, Project Lead, Lead Designer, other suppliers and the Contractor as necessary.	✓	✓	✓	✓	✓	✓	✓
1.8	Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations for Contracting Authority approval based on the results of those exercises to deliver the best overall value for money.	✓	✓	✓	✓	✓	✓	✓
1.9	Participate in the Change Control Procedures and monitor development of the Cost Information against the Project Budget and Project Programme.	✓	✓	✓	✓	✓	✓	✓
1.10	Work closely with the Contracting Authority, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	✓	✓	✓	✓	✓	✓	✓
2.0 A&A Strategic Stage Evaluation								
2.1	Provide comments to the Project Lead and attend workshops to discuss the Business Case and to develop the Strategic Brief for the project.	✓	✓	✓	✓	✓	✓	✓
2.2	Review findings from past project evaluations from relevant projects and contribute to the Sustainability Checkpoint to inform the approach to the Strategic Evaluation for the Project.	✓	✓	✓	✓	✓	✓	✓
2.3	Provide contributions to the Project Lead to establish the Project Brief, the Initial Project Budget and the Project Programme.	✓	✓	✓	✓	✓	✓	✓
2.4	Provide contributions to the Project Lead to draft the Project Execution Plan.	✓	✓	✓	✓	✓	✓	✓
3.0 A&A Stage 1 - Preliminary Brief								
3.1	Lead and manage the contribution in respect of budgetary considerations to the development of the Initial Project Brief and prepare the Project Budget. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Challenges, environmental performance/Sustainability Aspirations, Project Budget and Project Programme and all other parameters, risks and/or constraints.	✓	✓	✓	✓	✓	✓	✓
3.2	Review site information and Project Information and provide comments and attend workshops, as required, to assist the development of the Initial Project Brief.	✓	✓	✓	✓	✓	✓	✓
3.3	Contribute to the agreement of the procurement route and the standard form of Building Contract.	✓	✓	✓	✓	✓	✓	✓
3.4	Provide comments for the development of the Project Rates Table and Contractual Tree by the Project Lead.	✓	✓	✓	✓	✓	✓	✓
3.5	Provide comments to the Project Lead and Lead Designer for the preparation of the Information Exchange and Technology Strategy for the Initial Project Brief.	✓	✓	✓	✓	✓	✓	✓
3.6	Lead and manage the Cost Information contribution to the preparation of option appraisals that meet the Initial Project Brief. Options produced by the Project Team should collectively address: - Built Form: including building size, shape, orientation, sub-division, shading, weather and noise protection etc. - Construction standards: including floor load capacities, column to column spans, insulation, the protection, glazing ratios, thermal and noise insulation, thermal capacity, natural and artificial illumination, ventilation etc. - Structural and hard surfacing: the works, foundations, temporary structures etc. - Engineering Services and equipment: including heating, hot water, cooling, ventilation, lighting, communications, lifting or transportation equipment and public health systems etc.; their operational relationships, methods of control and means of energy supply, distribution and recovery etc. - Fuel and surface meter drainage, attenuation and rainwater harvesting - External paving and surfacing, roads, car parks and footpaths	✓	✓	✓	✓	✓	✓	✓
3.7	Lead and manage the Cost Information contribution to the preparation of the Feasibility Study for the Contracting Authority approval (applicable)	✓	✓	✓	✓	✓	✓	✓
3.8	Contribute to the update of the Project Programme. Lead and manage the update of the Project Budget.	✓	✓	✓	✓	✓	✓	✓
3.9	Contribute to the preparation of the Handover Strategy and Risk Assessments in preparation for Concept Design stage and contribute to the Sustainability Checkpoint and the development of the Project Execution Plan.	✓	✓	✓	✓	✓	✓	✓
3.10	Assist in the selection one or more specialists, where appropriate and legally compliant, to provide input into option appraisals and/or the Feasibility Study in consultation with the Contracting Authority and the Project Team.	✓	✓	✓	✓	✓	✓	✓
4.0 A&A Stage 2 - Concept Design								
4.1	Prepare the preliminary Cost Information.	✓	✓	✓	✓	✓	✓	✓
4.2	Update the preliminary Cost Information and the Project Budget for the agreed changes to the Concept Design, Site Information and Project Information in compliance with the Change Control Procedures and the Information Exchange and contribute to the production of the Final Project Brief.	✓	✓	✓	✓	✓	✓	✓
4.3	Contribute to the development of the Sustainability Strategy, the Maintenance and Operational Strategy and the Sustainability Checkpoint.	✓	✓	✓	✓	✓	✓	✓
4.4	Contribute to the development of the Handover Strategy and review and update Risk Assessments.	✓	✓	✓	✓	✓	✓	✓
4.5	Contribute to the Construction Strategy and the development of the Health and Safety Strategy	✓	✓	✓	✓	✓	✓	✓
4.6	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓	✓	✓	✓	✓
4.7	Contribute to the review and update of the Project Programme.	✓	✓	✓	✓	✓	✓	✓
4.8	Comply with the Information Exchange requirements.	✓	✓	✓	✓	✓	✓	✓
4.9	Contribute to the selection of a list of tenders.	✓	✓	✓	✓	✓	✓	✓
4.10	Contribute to the preparation of the Employer's Requirements.	✓	✓	✓	✓	✓	✓	✓
4.11	Contribute to the preparation of the tender documentation.	✓	✓	✓	✓	✓	✓	✓
4.12	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of all pricing and open-flow information in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation, and the further review and evaluation of responses to any clarifications from the tenders.	✓	✓	✓	✓	✓	✓	✓
4.13	Assist in the agreement of the detailed contract and the finalisation of the contract documentation (for pre-construction activities).	✓	✓	✓	✓	✓	✓	✓
5.0 A&A Stage 3 - Detailed Design								

		Procurement Type					
5.1	Update the preliminary Cost Information and the Project Budget for the agreed changes to the Developed Design, Site Information and Project Information in compliance with the Change Control Procedures and the Information Exchange and contribute to the production of the Final Project Brief.	✓		✓			
5.2	Contribute to the development of the Project Strategies.	✓	✓	✓	✓	✓	✓
5.3	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checklist.	✓	✓	✓	✓	✓	✓
5.4	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓	✓	✓	✓	✓	✓
5.5	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓	✓	✓	✓
5.6	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓	✓	✓	✓
5.7	Contribute to the review and update of the Design Programme and Project Programme.	✓	✓	✓	✓	✓	✓
5.8	Comply with the Information Exchange requirements.	✓	✓	✓	✓	✓	✓
5.9	Contribute to the selection of a list of tenders.	✓					
5.10	Contribute to the preparation of the Employer's Requirements.	✓					
5.11	Contribute to the preparation of the tender documentation.	✓					
5.12	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of all pricing and cash flow information in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation, and the further review and evaluation of responses to any clarifications from the tenders.	✓					
5.13	Assist in the agreement of the detailed contract and the finalisation of the contract documentation (for pre-construction activities).	✓					
5.14	Lead the assessment of the submission from the selected tenderer of pricing information and cash flows, to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any clarifications from the tenderer.		✓		✓	✓	✓
5.0 RIBA Stage 4 - Technical Design							
6.1	Update the Cost Information and the Project Budget for the agreed changes to the Technical Design, Site Information and Project Information in compliance with the Change Control Procedures and the Information Exchange and contribute to the production of the Final Project Brief.			✓			
6.2	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy and contribute to the Sustainability Checklist.	✓	✓	✓	✓	✓	✓
6.3	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	✓	✓	✓	✓	✓	✓
6.4	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓	✓	✓	✓
6.5	Contribute to the review and update of the Project Execution Plan.	✓	✓	✓	✓	✓	✓
6.6	Contribute to the review and update of the Design Programme and Project Programme.	✓	✓	✓	✓	✓	✓
6.7	Comply with the Information Exchange requirements.	✓	✓	✓	✓	✓	✓
6.8	Contribute to the selection of a list of tenders.			✓			
6.9	Contribute to the preparation of the Employer's Requirements.			✓			
6.10	Contribute to the preparation of the tender documentation.			✓			
6.11	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of all pricing and cash flow information in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation, and the further review and evaluation of responses to any clarifications from the tenders.			✓			
6.12	Assist in the agreement of the detailed contract and the finalisation of the contract documentation.	✓	✓	✓	✓	✓	✓
6.13	Lead the assessment of the submission from the selected tenderer of pricing information and cash flows, to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any clarifications from the tenderer.	✓	✓		✓	✓	✓
5.0 RIBA Stage 5 - Construction							
7.1	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	✓	✓	✓	✓	✓	✓
7.2	Attend regular progress meetings with the Contractor and other members of the Project Team and provide ongoing advice on the overall cost of the project in relation to the Project Budget and recommend any corrective action that may be necessary. Undertake valuations of the work in accordance with the provisions of the Building Contract and provide cashflow updates to the Project Lead and the Contracting Authority.	✓	✓	✓	✓	✓	✓
7.3	In consultation with the Contracting Authority and the Project Team, ensure that rigorous cost control is undertaken in accordance with Change Control Procedures and provide assistance of cost in connection therewith and negotiate the cost of approved changes with the Contractor.	✓	✓	✓	✓	✓	✓
7.4	Visit the site at such intervals as are necessary in order to be fully aware of all matters which could affect the cost of the project.	✓	✓	✓	✓	✓	✓
7.5	Produce financial statements at monthly intervals, or at such other intervals as shall be agreed with the Contracting Authority that demonstrate the current financial position of the project and a forecast of the cost at completion and submit to the Project Lead and the Contracting Authority.	✓	✓	✓	✓	✓	✓
7.6	Contribute to the review and update of the Project Programme.	✓	✓	✓	✓	✓	✓
7.7	Contribute to the review and update of the Sustainability Strategy and contribute to the Sustainability Checklist.	✓	✓	✓	✓	✓	✓
7.8	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	✓	✓	✓	✓	✓	✓
7.9	Monitor the completion of the 'As Constructed' information to be provided in accordance with the Construction Programme.	✓	✓	✓	✓	✓	✓
7.10	Contribute to the implementation of the Handover Strategy.	✓	✓	✓	✓	✓	✓
7.11	Comply with the Information Exchange requirements.	✓	✓	✓	✓	✓	✓
7.12	In consultation with the Contracting Authority and the Project Team, contribute to the preparation of a planned maintenance programme for the project, post handover, and contribute to recommendations for the procurement of the planned maintenance.	✓	✓	✓	✓	✓	✓
7.13	Lead the assessment of the submission from the selected tenderer of pricing information and cash flows, to ensure alignment with the contract documentation and the further review and evaluation of responses to any clarifications from the tenderer.	✓	✓	✓	✓	✓	✓
7.14	Alert the Project Lead, the Contract Administrator and the Contracting Authority other members of the Project Team to the possibility of resolving claims from the Contractor. If such claims are submitted, advise the Project Lead and the Contracting Authority.	✓	✓	✓	✓	✓	✓
7.15	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	✓	✓	✓	✓	✓	✓
7.16	In co-operation with the other members of the Project Team concerned, evaluate claims and make recommendations.	✓	✓	✓	✓	✓	✓
5.0 RIBA Stage 6 - Handover & Close Out							
8.1	Undertake tasks listed in Handover Strategy and contribute to the Sustainability Checklist.	✓	✓	✓	✓	✓	✓
8.2	Agree the final account, or equivalent, in accordance with the Building Contract.	✓	✓	✓	✓	✓	✓
8.3	Provide a detailed statement of final cost to the Contracting Authority, Project Lead and Contract Administrator.	✓	✓	✓	✓	✓	✓
8.4	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	✓	✓	✓	✓	✓	✓
8.5	Contribute to the update of the Project Information.	✓	✓	✓	✓	✓	✓
5.0 RIBA Stage 7 - Review							
9.1	Undertake the tasks listed in the Handover Strategy.	✓	✓	✓	✓	✓	✓
9.2	Contribute to the Post Occupancy Evaluation.	✓	✓	✓	✓	✓	✓
9.3	Contribute to the update of Project Information in response to ongoing Contracting Authority feedback.	✓	✓	✓	✓	✓	✓

		Performance Type					
9.4	Contribute to the post completion defect rectification process in accordance with QS requirements.	✓	✓	✓	✓	✓	✓
9.5	Contribute to the post completion monitoring process in accordance with QS requirements.	✓	✓	✓	✓	✓	✓
9.6	Contribute to the review of Project Performance, Project Outcomes, the Sustainability Checklist and the outcome of any research and development aspects.	✓	✓	✓	✓	✓	✓

