

**Area 9 Asset Support Contract**

**Service Information**

**Annex 9**

**Contract Management Duties**

**SERVICE INFORMATION FOR ASC**  
**ANNEX 9**  
**CONTENTS AMENDMENT SHEET**

<b>Amend. No.</b>	<b>Issue Date</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
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## 9 CONTRACT MANAGEMENT SERVICES

The *Provider* carries out the following contract Management Services as instructed by the *Service Manager*.

### 9.1 Procurement

9.1.1 The *Provider* advises the *Service Manager* on the appropriate procurement strategy, taking into account the *Employer's* procurement procedures.

9.1.2 The *Service Manager* instructs the procurement strategy to be implemented.

#### Competitive Tender

9.1.3 If procurement is to be by competitive tender the *Provider*:

- (1) Compiles the tender documents as directed by the *Service Manager*,
- (2) arranges for the collection of tender submissions from the *Service Manager*,
- (3) advises the *Service Manager* on the assessment of tenders,
- (4) carries out a tender assessment as specified in the tender documents and reports his findings in writing to the *Service Manager*. The report additionally shall include the following:
  - details of the assessment against the specified assessment criteria for all elements of the tenders,
  - any material difference between the Scheme Budget Cost of the contract works and the levels of tendering,
  - which tenders are regarded as being most likely to be acceptable on the grounds of the specified assessment criteria,
  - a recommendation, qualified or otherwise, as to which tender should be accepted, or whether there are points that should be raised and resolved with one or more of the tenderers, whether any of the tenders show evidence of collusion, and whether any of the tenders should be regarded as invalid or ineligible for any other reasons,
  - as regards the tender recommendation for acceptance, the effects of the correction of any errors therein,
  - as regards the tender recommendation for acceptance, whether the health and safety questionnaire and details submitted are satisfactory and if applicable whether the role of principal contractor has been accepted,
  - the results of the arithmetical checks and the tender assessment sheet calculations in sufficient detail to enable the *Employer* to notify tenderers of the result. An overall

assessment sheet that clearly identifies the winning tender must be completed and

- a feedback report on how each tender compared with the winning tender,
- (5) does not make marks of any kind on the tender documents or covering documentation while carrying out the tender assessment,
  - (6) does not correspond or communicate with the tenderers prior to award without the prior approval of the *Service Manager* and
  - (7) compiles the contract documents and provides them to the *Service Manager*.

#### Framework

9.1.4 If the procurement is to be via a framework, the Contractor selection must be made in accordance with the terms of the relevant framework.

9.1.5 The *Provider*:

- (1) advises the *Service Manager* whether a direct award without further competition should be undertaken,
- (2) in the event that secondary competition is required, follows the competitive tender process in clause 9.1.3 in addition to the applicable parts of clauses 9.1.4 and 9.1.5 and complies with the process set out in the terms of the relevant framework,
- (3) in the event of a direct award,
  - advises the *Service Manager* which framework Contractors represent the most economically advantageous option as defined by the selection method detailed in the framework contract documents,
  - provides the *Service Manager* with records as may be necessary to demonstrate the criteria used to allocate work to the framework Contractor and
  - when advised by the *Service Manager* distributes the necessary documentation to the framework Contractor and obtains a submission for the work,
- (4) assesses the submission received and reports his findings in writing to the *Service Manager* to ensure that:
  - the prices submitted are consistent with framework prices,
  - the prices submitted are consistent with the breakdown of plant, material and labour rates submitted by the framework Contractor for previous work instructed and performed under the framework contract (if any) and

- the prices take account of the most efficient working practices identified in previous Schemes (if any) for similar activities, and
- (5) compiles the contract documents and provides them to the *Service Manager*.

## **9.2 General**

9.2.1 The *Provider* performs the duties and functions of the Project Manager and Supervisor as directed by the *Service Manager* according to the type of contract determined by the *Employer* and used for procurement, in order that each relevant contract is carried out and completed in accordance with its terms.

9.2.2 These functions and duties may include but are not limited to all those listed below.

## **9.3 Programme and Progress**

9.3.1 The *Provider*:

- (1) prepares for approval by the *Service Manager* a procurement schedule showing when the design for each Scheme within the approved programme has to be complete and when each contract is to be procured and commenced. The procurement programme shall cover all Schemes to be procured within the Area Network for the forthcoming 12 months and shall be updated at least on a quarterly basis,
- (2) on approval of the procurement schedule, prepares, maintains and updates a Scheme design and construction programme for each Scheme to be commenced within the next quarter and to be updated monthly. For each such Scheme, prepares programmes relevant to each contract and agrees these with each relevant Contractor, and identifies the interfaces and dependencies between activities to be performed by each relevant Contractor,
- (3) monitors construction progress and provides an action plan when progress is falling behind programme,
- (4) reviews and recommends to the *Service Manager* approval of or revision to the Contractor's work schedule and programme,
- (5) co-ordinates the activities of the Contractors by means of weekly meetings and daily discussions and
- (6) ensures that the sites are available and ready before issuing an instruction to any Contractor to commence the Scheme.

## **9.4 Commercial**

9.4.1 The *Provider*:

- (1) ensures that Contractors make applications for payment in the format set out in the relevant contract,
- (2) prepares a list of assessment dates for each Scheme and issues to each Contractor,
- (3) takes all appropriate steps in relation to authorisation of the Contractor's monthly invoices including where appropriate the verification and computation of quantities and certifies the amount due to the Contractor within the time specified in the relevant contract or (if no time is specified) in sufficient time to allow the *Employer* to make payment in accordance with the contract. If the *Provider* fails to certify within the time specified, the *Provider* reimburses the *Employer* for any interest payable by the *Employer* to the Contractor resulting from the late certification,
- (4) advises the *Service Manager* of the amount of the payment due on interim and final accounts and date when payment is to be made,
- (5) monitors, guides and co-ordinates the activities of the Contractors,
- (6) as and where required by the relevant contract, obtains quotations for and assesses compensation events for recommendations to the *Service Manager*,
- (7) in the event of a change in the scope of a contract package and after establishing the change control procedures that are to apply to the administration of the contract, prepares and issues estimates for compensation events including altering the drawings, specifications and other details,
- (8) maintains administration for compensation events, including monitoring of the financial effect of these,
- (9) issues completion certificates etc,
- (10) as appropriate, gives decisions or takes decisions as dictated by the relevant contract on all compensation events and decides all questions, disputes and differences under the contract,
- (11) maintains a database of rates, prices and costs for different types of work in a format to be advised by the *Service Manager* and makes the information available to the *Service Manager* for use in benchmarking between areas and
- (12) collects and maintains such records of the Contractor's performance as are necessary to monitor performance across work packages, to complete the Motivating Success Toolkit and to provide objective and detailed reports to the *Service Manager*.

## **9.5 Inspection and Testing**

### **9.5.1 The *Provider*.**

- (1) monitors, guides and co-ordinates the activities of the Contractors,
- (2) ensures that testing, sampling and inspection is carried out by each Contractor as required by the contract and in accordance with the relevant Contractor's quality management system,
- (3) where appropriate, audits the Contractor against its quality management system, reports the results of same to the *Service Manager* and takes appropriate action in event of nonconformity,
- (4) where appropriate, makes site inspections and tests work and Materials, reports findings to the *Service Manager* and takes appropriate action,
- (5) allocates responsibilities to inspectors and supervises their work in order to ensure that it is effectively and safely executed. Where required, delegates authority for responsibility from one job role to another to instigate night and weekend working ensuring that there is sufficient construction management presence during working hours,
- (6) ensures that the Contractors obtain all necessary statutory consents to enable the work to proceed and keeps copies of all such consents,
- (7) permits the *Employer* to inspect or view any work and affords the *Employer* facilities for this purpose,
- (8) inspects the work at the completion date or other date specified for completion of the work or sections of the work and at the expiry of maintenance period or equivalent terminology appropriate to the relevant contract, and produces lists of outstanding defective work and
- (9) on completion of all outstanding and defective work issues the appropriate completion certificates in respect of the item of work in question.

## **9.6 Other requirements**

### **9.6.1 The *Provider*:**

- (1) furnishes timely assistance and direction to the Contractor in all matters related to interpretation of the contract documents,
- (2) attends site progress meetings,
- (3) reviews Contractor's working drawings and acts as appropriate thereon,
- (4) ensures appropriate authorities, including Emergency Services, are kept informed of lane closures and access restrictions,
- (5) ensures the timely production of all as-built drawings, operational and maintenance manuals, test certificates, guarantees and warranties,

- (6) monitors the requirements of all stakeholders and relevant authorities, ensures that they have been adequately consulted and assesses the impact of their requirements on the construction programme and the operation of the *Employer's* network. Refers any unreasonable requirements imposed by any relevant authority to the *Employer*,
- (7) liaises with Contractors to identify the most appropriate location for site accommodation, welfare and compounds. Ensures the site compound can be appropriately serviced and provides for its procurement under one of the contracts and
- (8) chairs a Scheme start-up meeting, prior to the work commencing and a close down meeting on completion of the work. Any lessons learnt or innovations from the project are to be reported to the *Service Manager* in an agreed format.

### 9.7 Required Approval

The *Provider* must recommend to the *Service Manager* if he considers a need to undertake the following duties and functions of the Project Manager and Supervisor. The *Provider* does not exercise these duties and functions without permission from the *Service Manager*, unless an Incident occurs on the Area Network in which case the *Provider* may issue such limited instructions as are necessary to make safe the Area Network and must notify the *Service Manager* as soon as possible of any instructions given.

ASF Work Package Clause No	Task
14.2	Delegate or cancel delegation of <i>Project Manager</i> actions to the <i>Supervisor</i>
14.3	<p>Instruct a change to the Works Information which requires a departure from HA standards.</p> <p>Instruct a change to the Works Information if the forecast change to the Prices would exceed £50k for earthworks or £15k for other work.</p> <p>Instruct a change to the Works Information that amends the format for provision of reports or data on Completion</p>
17.1	<p>Instruct a resolution to ambiguities or inconsistencies which requires a departure from HA standards.</p> <p>Instruct a resolution to ambiguities or inconsistencies if the forecast change to the Prices would exceed £50k for earthworks or £15k for other work.</p>
18.1	<p>Instruct a resolution to illegal or impossible requirements which requires a departure from HA standards.</p> <p>Instruct a resolution to illegal or impossible requirements if the</p>

		forecast change to the Prices would exceed £50k for earthworks or £15k for other work.
38.4		Assess the benefit of taking over part of the <i>works</i> before Completion to make a reduction to the delay damages.
44.1		Propose changes to the Works Information so that a Defect does not need correction.
44.2		Accept a quotation to reduce Prices and/or early Completion if a Defect is not corrected.
61.4		Decide and act on events notified by the <i>Contractor</i> .
62.3		Reply to quotations for compensation events.
65.1		Notify acceptance of the <i>Contractor's</i> quotation for a compensation event or notifies the <i>Contractor</i> of his own assessment.
90.1		Issue a termination certificate.
91.2 & 91.3		Notify the <i>Contractor</i> of default.

Asset Support Framework Work Package conditions of contract clause references provided for information.