PROTECT - COMMERCIAL

HMP Wellingborough

PROJECT PARTNERING AGREEMENT

**Appendix D1 to the Project Partnering Agreement**

**Consultant Services Schedules**

**The Services Schedules for the following consultants are attached:**

Client Representative - Services Schedule - Part 01 - General Services Client Representative - Services Schedule - Part 02 - Design Services

PPA Issue Page 1 of 1 HMP Wellingborough

PROTECT - COMMERCIAL

# CONSULTANT SERVICES SCHEDULE PART 1 – CLIENT REPRESENTATIVE SERVICES

**PART 1A – GENERAL SERVICES**

**PETP - Alternative Design for Wellingborough Only Edit 6th August 2018**

**Overview**

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| Introduction |
| Roles Responsibilities |
| Technical Support |
| Stage 2 – Partnering Team members selection & appointments |
| Stage 3 – Option Appraisal |
| Stage 4 – Feasibility Study |
| Stage 5 – Preparation of the Project Brief |
| Stage 6 – Preparation & agreement of detailed proposals for phases I & II for NEC &  PPC, JCT |
| Stage 7 – Construction |
| Stage 8 – Completion |
| Additional Services |

The structure of this part of the Consultant Services Schedule is as above. This part sets out the general roles and responsibilities of the Consultant in connection with the Project and should be read in conjunction with the Partnering Contract.

# CLIENT REPRESENTATIVE – GENERAL ROLES & RESPONSIBILITIES

**1 INTRODUCTION**

**1.0 Definitions**

* 1. Unless otherwise stated, all capitalised terms in this part of the Consultant Services Schedule shall have the meanings given to them in the Partnering Contract.
  2. "**Stage**" means, as the context permits, each of Stages 1 to 4 (inclusive), Stage A5, Stage B5 and Stages 6 and 7 (inclusive), as more particularly described in this Consultant Services Schedule.
  3. The Consultant Services stated in this part of the Consultant Services Schedule shall, unless otherwise instructed by the Client, apply to the HMP Wellingborough New Build Project.
  4. The Consultant acknowledges and agrees that the Consultant Services described in parts 1A and 1B of this Consultant Services Schedule are complementary in nature and are intended to be undertaken by the Consultant in parallel throughout the duration of the Project.
  5. Without prejudice to clauses 2.4 to 2.6 (inclusive) of the Partnering Contract:
     + if the Consultant becomes aware of any discrepancy, mistake, inaccuracy / inconsistency, omissions, conflict and/or divergence in or between one or more of the documents comprising this Consultant Services Schedule, it shall immediately give the Client written notice of the same;
     + as soon as reasonably practicable upon receiving such written notice from the Consultant, the Client shall (at its sole and exclusion discretion) issue an instruction to the Consultant as to how to address such discrepancy, mistake, inaccuracy / inconsistency, omissions, conflict and/or divergence; and
     + the Consultant shall be obliged to comply with the instruction of the Client at its own cost (provided always that this obligation shall not prejudice the right of the Consultant under the Partnering Contract in relation to the affected Services properly performed up to and including the date of such instruction).

# 1.1 General matters

* 1. The Consultant shall undertake its duties under the general direction of the Client's project sponsor, as notified to it in writing from time to time, or such other person(s) designated by the Client who will act on behalf of the Client in all matters concerning the Project, who will ultimately be responsible for taking the Project from mandate stage through to delivery and completion within the agreed budget and timescale (the "**Client Sponsor**"). The Client Sponsor shall represent the Client in all matters but may delegate specific matters to other members of the Client's staff or to the Client Representative. The Consultant shall act on all written instructions from the Client Sponsor.
  2. The Consultant shall carry out the duties and obligations necessary to achieve the satisfactory delivery of the Project at or below each approved Budget and to, or within, the Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits). Such Consultant duties shall include those set out in this Consultant Services Schedule and/or the Partnering Contract, as the context permits.
  3. The Consultant shall be responsible for managing the Partnering Team members. The duties and obligations of the Partnering Team members shall include those set out in their respective section(s) of the Consultant Services Schedules and generally those as set out in the Partnering Contract.
  4. Where in the following duties, the Consultant is required to advise or assist the Client and/or the Client Sponsor in any way, such advice or assistance shall include the coordinated advice or assistance obtained from the Partnering Team members, as may be necessary.
  5. The Consultant shall be familiar with, and ensure that, the standards noted in paragraph

2.02 are applied in the design and delivery of the Project.

* 1. The Consultant shall contribute to and ensure that Value Engineering, Value Management and Risk Management are applied in the design and delivery of the Project. The Consultant shall be responsible for organising such activities in accordance with the Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits) and as otherwise agreed with the Client.
  2. The Consultant shall ensure that the Partnering Team members provide all necessary information to enable compliance with the CDM Regulations and ensure, as far as practicable, that all those undertaking design and construction comply with their statutory duties and obligations.
  3. Should there be duplication between the Consultant Services provided under the terms of the Consultant’s engagement on the Project and the Consultant Services of one or more other Partnering Team members, the Consultant shall ensure that any duplication is removed and appropriate financial adjustment is made with the agreement of those concerned. The outcome shall be agreed in writing and copied to the Client and the Client Sponsor.

# 1.2 Cooperation and communication

* 1. Not used.
  2. The Consultant shall establish and comply with formal communication procedures to enable the Partnering Team members to work effectively for the satisfactory delivery of the Project.
  3. The Consultant shall prepare and comply with a "Project Execution Plan" (each a "**PEP**") for the Project in consultation with the Client and (if required by the Client) the Client Sponsor and the relevant Partnering Team members. Each PEP shall provide the procedures by which the Project shall be delivered and handed over, the protocol for communication during the Project and the nature and timing of meetings and key reviews throughout the Project.
  4. The Consultant shall attend meetings with the Client and (if required by the Client) the Client Sponsor and the other Partnering Team members necessary to deal with all matters appertaining to the delivery of the Project. The Consultant shall prepare and circulate minutes of formal meetings to the Partnering Team members and the Client within five Working Days of the meeting. The minutes shall record time bound, measurable actions to be taken, and by whom they shall be taken.
  5. The Consultant shall attend design meetings with the other Partnering Team members as necessary.
  6. The Consultant shall prepare and contribute towards regular reports, at not less than monthly intervals or at such intervals as the Client may instruct, for issue at the meetings referred to in 1.23 above. Each report shall:
     + illustrate progress against the Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits);
     + identify whether each approved Budget and cash-flow is being maintained; and
     + identify those matters that require a decision from the Client and where necessary, provide assistance to the Client to make an informed decision on all such matters.

The reports required are as follows:

* + - project performance indicators report;
    - cost component breakdown report;
    - project status report;
    - Project status sheet report;
    - key performance indicators report; and
    - any other information as is needed to support the Client's project performance indicator, key performance indicator and related processes.
  1. The Consultant shall provide the Client with sufficient notice of the requirement for any decisions and, if required, shall meet the Client and (if required by the Client) the Client Sponsor in order to discuss the content of each report and undertake any subsequent instruction from the Client.
  2. The Consultant shall organise and attend partnering workshops as provided for in the Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits) or as otherwise required.
  3. The Consultant shall if required organise and attend meetings to provide input to the "Government Soft Landings" ("**GSLs**") processes. The Consultant will organise and provide collection of other information relating to GSLs if required.
  4. The Consultant shall if required by any member of the Core Group or the Partnering Team members, or as required by the Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits), call, organise, attend and minute meetings of the Core Group.
  5. The Consultant shall give the Client and (as the context permits) the Client Sponsor sufficient notice of all meetings arranged by the Consultant in order to give them, the other Partnering Team members, the Core Group and any other attendees as may be necessary, the opportunity to attend.

# 1.3 Performance

* 1. The Consultant shall agree with the Client and (if required by the Client) the Client Sponsor the KPIs in relation to its performance and the performance of the other

Partnering Team members. The Consultant shall ensure full compliance with all KPIs for the Project as agreed with (or on behalf of) the Client.

* 1. The Consultant shall review the performance of the other Partnering Team members and assist the Client to monitor their performance against the agreed KPIs.
  2. A supplier relationship manager ("**SRM**"), in conjunction with the Client and the Client Sponsor, will be responsible for issuing and recording written warnings for poor performance on behalf of the Client.
  3. A Consultant will be asked to acknowledge its agreement to a written warning and, if it so requests, will be given the opportunity to discuss the matter with the Client and SRM.
  4. Should a third warning be issued, the SRM and Client will invite the Consultant to discuss its performance.

# 1.4 Early Warning System

1.40 The Consultant shall participate in the operation of an Early Warning system whereby, in addition to its obligations and duties under the Partnering Contract, the Consultant shall notify all other Partnering Team members as soon as it is aware of a matter adversely affecting, or a potential matter that may adversely affect the Project or its own performance.

# 1.5 Fee Quotations and Applications for Payment

***The provisions of this paragraph 1.5 shall apply to each role that the Consultant provides (or is required to provide) pursuant to this Consultant Services Schedule to the Client in connection with the Project.***

* 1. Prior to the commencement of its services at each Stage, the Client must have approved the Consultant's:
     + Consultant Payment Terms and the scope of the Consultant's Services Schedules (as well as any amendments to the Consultant Payment Services and/or the scope of the Consultant's Services Schedules as previously submitted by the Consultant to the Client in relation to the Project);
     + named resources; and
     + the delivery timetable for the required outputs for the Consultants Services as noted in this Consultant Services Schedule and/or the Project Brief.
  2. Pursuant to paragraph 1.50, the Client will advise the Consultant of any proposed amendments to this Consultant Services Schedule (and provide any further Project- related information as may be required) to enable the Consultant to prepare its Consultant Payment Terms for each Stage.
  3. When requested by the Client, the Consultant shall advise the Client of any proposed revisions to this Services Schedule in the context of the services to be provided for the relevant Stage (with supporting information) and propose any amendments to the Consultant Payment Terms previously submitted by the Consultant that are reasonably required to address such change(s) to this Services Schedule.
  4. The Consultant shall, in conjunction with the Client, prepare and develop (from time to time) the Partnering Timetable and the Project Timetable relevant to each of Stages 2

to Stage 6 (inclusive) that shall illustrate the timetable for the outputs to be produced by each Partnering Team member in relation to that Stage.

* 1. The Consultant shall prepare its own applications for payment and submit them to the Client in accordance with the terms of the Partnering Contract. The Consultant shall keep accurate records of all payments and other matters relating to its duties and retain copies of all invoices and supporting substantiation and, if requested, make these available to the Client.
  2. When requested by the Client from time to time, the Consultant, on behalf of the Client, shall receive, verify the accuracy (in terms of the duties and/or works undertaken and the price for such duties and/or works) and certify all applications for payment from the other Partnering Team members with the prior approval of the Client. The Consultant shall keep accurate records of all payments and other matters relating to these duties and retain copies of all invoices and supporting substantiation and, if requested, make these available to the Client. The Consultant shall assist the Client to operate all other provisions in respect of payment to the Partnering Team members.
  3. The Consultant shall only receive additional payment for any work not included, or reserved, in its Consultant Payment Terms for the relevant Stage that is properly chargeable.

# 1.6 General Obligations

* 1. The Consultant shall assist the Client to ensure that all notices required under EU regulations are given at the proper time and that all procedures comply with EU legislation.
  2. The Consultant shall advise the Client of any Volume Supply Agreements / bulk purchase agreements it has entered into and/or about to enter into that may be of benefit to the Project.
  3. The Consultant shall receive the sanction of the Client prior to offering or receiving any payment or benefit in relation to the Project other than pursuant to the Partnering Contract or a Specialist Contract.
  4. Not used.
  5. Not used.

# 1.7 Delegated Authority

* 1. The Consultant may be provided (by the Client) with the delegated authority required to carry out all reasonable actions in order to deliver its Services subject to the restrictions set out below:
     + such delegated authority shall be in writing and capable of being withdrawn by the Client at any time;
     + the Consultant will not have the authority to:
       - act as an "authorised signatory" for the Client;
       - commit the Client to expenditure included in any risk contingency;
       - commit the Client to adjustments in the Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits); and
       - commit the Client to expenditure in excess of the Project Budget and any Agreed Maximum Price in relation to a PETP Package; and
     + save as permitted under the terms of the Partnering Contract, the Consultant must not engage sub-consultants to undertake any of its duties unless the Client has provided written authorisation to the contrary. Subject to such authorization the Consultant shall be responsible for ensuring that its sub- consultants deliver the duties and obligations necessary to achieve the satisfactory completion of its duties including the coordination, integration and testing of all outputs.
  2. If any required action is beyond the Consultant’s delegated authority, the Consultant must immediately inform the Client of the nature of the work to be undertaken, and provide sufficient details to enable the Client to make an informed decision.
  3. The Consultant shall be responsible for (and liable for the consequences of) action taken without requisite written authority.

# ROLES, EXPERTISE AND RESPONSIBILITY

**2.0 Standards**

* 1. Not used.
  2. Without prejudice to any higher standards in the Partnering Contract, the services shall be provided by personnel who possess professional qualifications and experience appropriate to their roles and responsibilities and the Consultant shall commit such resources to deliver each project to meet the Client’s Project-specific requirements.
  3. The Client is committed to quality, lean principles and customer care and it requires a similar commitment from the Partnering Team members from Project inception to project completion. This extends from production of the option appraisal through on-site supervision to dealing with any defects during the Defects Liability Period.
  4. the Project must be designed and delivered to ensure compliance with (as relevant to the Project):
     + the Project Brief ;
     + briefing requirements that will emerge through design, pricing and timetable development;
     + statutory and local authority requirements;
     + the Partnering Contract;
     + the CDM Regulations; and
     + a Building Regulations compliance system.
  5. Any departure from the above requirements may only be implemented with the express written agreement of the Client and (as the Client may require) the Project Sponsor. By accepting an appointment, the Consultant accepts that any briefing requirement does not diminish its duty of care and responsibility. Should any briefing or Client instruction be at variance with the Consultant’s professional judgement, or if discrepancies exist between requirements, the Consultant must notify the Client in writing at the earliest opportunity.
  6. The Consultant shall maintain professional indemnity insurance in accordance with the terms of the Partnering Contract. The basis of insurance shall be in accordance with the Client’s recommendations which include an indemnity in respect of the Consultant’s business generally. Confirmation of renewal of this insurance must be provided to the Client annually. Insurance must also cover any additional services commissioned by the Client.
  7. It is a fundamental condition of appointment that the Consultant declares to the Client any interest of staff or associates of its practice and the practice generally which represent, or may represent, any conflict of interest with their principal role, whether such conflict is professional or pecuniary.

# TECHNICAL SUPPORT

**3.0 Introduction**

* 1. In addition to the Consultant Services contained herein the Client may wish to engage the Consultant to provide a range of technical support services, appropriate to its expertise that may be project specific or may alternatively be a discrete non-Project specific requirement.
  2. Indicative non-Project specific services may include, for example:
     + updating standard Project documents;
     + cost management, health and safety and project management related research and development;
     + data collection, storage and analysis;
     + assistance in the production of cost management, health and safety and project management related policy and standards; and
     + assistance in the development of Project-wide strategy initiatives.
  3. Not used.

# STAGE 1

**PROJECT TEAM SELECTION AND APPOINTMENTS**

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| --- | --- |
| A1.1.1  A1.1.2  A1.1.3 | Not used.  Not used.  Not used. |
| A1.2.1  A1.2.2  A1.2.3  A1.2.4 | Not used. Not used. Not used. Not used. |
| A1.3.1 | Not used. |
| A1.4.1  A1.4.2 | Not used.  Not used. |

**STAGE 2 OPTION APPRAISAL**

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| --- | --- |
| A2.1.1  A2.1.2  A2.1.3  A2.1.4 | Not used. Not used. Not used.  Not used. |
| A2.2.1  A2.2.2  A2.2.3  A2.2.4  A2.2.5 | Not used. Not used. Not used. Not used.  Not used. |
| A2.3.1  A2.3.2 | Not used.  Not used. |
| A2.4.1  A2.4.2 | Not used.  Not used. |

**STAGE 3** **FEASIBILITY STUDY**

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| --- | --- |
| A3.1.1  A3.1.2  A3.1.3  A3.1.4 | Not used. Not used. Not used.  Not used. |
| A3.2.1  A3.2.2  A3.2.3  A3.2.4  A3.2.5  A3.2.6  A3.2.7 | Not used. Not used. Not used. Not used. Not used. Not used.  Not used. |
| A3.3.1  A3.3.2 | Not used.  Not used. |
| A3.4.1  A3.4.2 | Not used.  Not used. |

**STAGE 4**

**PREPARATION OF THE PROJECT BRIEF**

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| --- | --- |
| A4.1.1 | Not used. |
| A4.2.1  A4.2.2 | The Consultant shall establish, apply and comply with control procedures to ensure that the preparation of the Project Brief (which shall cover, without limitation, any updates and/or replacement versions of the Project Brief from time to time) is strictly monitored and implemented against the Client's control document (as provided by the Client from time to time), any difficulties are rectified and each approved Budget and Partnering Timetable, the Project Timetable and/or Project Timetable (as the context permits) are not compromised.  Should the Client indicate the possibility of a change to a Project Brief, post-business case approval, the Consultant shall obtain information from the Partnering Team members and inform the Client of the cost, health and safety and timetable implications of the proposed change, obtain instruction from the Client and communicate the instruction to the other Partnering Team members. |
| A4.3.1  A4.3.2  A4.3.3  A4.3.4 | The Consultant shall:  Undertake and provide a cost check to the Client prior to issuing the above- mentioned Project Briefs for approval.  Ensure that each such Project Brief is fully coordinated.  Agree the final arrangements for obtaining the Constructors' initial forms of Project Proposals that will apply to their Project Proposals as the Project progresses with the Client and the Client's "Estates Procurement Category Management Team" ("**EPCMT**").  Submit such Project Proposals to the Client and EPCMT for approval prior to issue to the relevant Constructor(s). |
| A4.4.1  A4.4.2 | The Consultant shall:  Receive and confirm receipt of instruction from the Client.  Provide its updated Consultant Payment Terms and the updated Partnering Timetable and/or Project Timetable (as the context permits) in relation to the next Stage(s) as directed by the Client, in each case in accordance with the requirements of this Services Schedule or as specified by the Client from time to time. |
| A4.5.1  A4.5.2 | The Consultant shall:  Communicate the instruction to the other Partnering Team members.  Assist the Client to obtain the other Partnering Team members' updated Consultant Payment Terms (as required by the Client) where applicable) and (subject to having previously been provided with the applicable delegated authority to do so) instruct the  other Partnering Team members to undertake the next Stage(s) as noted previously. |

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**STAGE AA5 (as part of Stage A5)**

**PREPARATION AND AGREEMENT OF THE CONSTRUCTION PARTNER DETAILED PROJECT PROPOSALS, PHASE I – PPC2000**

|  |  |
| --- | --- |
| AA5.1.1 | The Consultant shall:  Issue the Project Brief developed and finalised during Stage 4 to the EPCMT to enable it to invite the Constructor to develop and submit their draft Project Proposals. |
| AA5.2.1  AA5.2.2 AA5.2.3  AA5.2.4 | The Consultant shall  Respond to queries as is necessary for the Constructor to prepare and submit their respective draft Project Proposals.  Lead the review of the draft Project Proposals.  Prepare a recommendation report and submit to the Client and EPCMT for approval. Receive and confirm receipt of instruction from the Client. |
| AA5.3.1 AA5.3.2  AA5.3.3 | The Consultant shall (in each case as directed by the Client):  Prepare the Partnering Contract (including all supporting documentation).  Issue a copy of the Partnering Contract to all Partnering Team members, entering into the Partnering Contract, for signature and return to the Consultant.  Collate all signed pages and issue a copy to all signatories. |
| AA5.4.1 AA5.4.2 | The Consultant shall:  Receive and confirm receipt of instruction from the Client.  Provide its Consultant Payment Terms and the updated Partnering Timetable and/or Package Project Timetable (as the context permits) in relation to the next Stage(s) as noted previously, in each case in accordance with the requirements of this Services Schedule or as specified by the Client from time to time. |
| AA5.5.1 AA5.5.2 | The Consultant shall:  Communicate the instruction to the other Partnering Team members.  Assist the Client to obtain the other Partnering Team members' updated Consultant Payment Terms (as required by the Client) where applicable and (subject to having previously been provided with the applicable delegated authority to do so) instruct the other Partnering Team members to undertake the next Stage(s) as noted previously. |

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| AA5.6.1 | The Consultant shall:  Invite the Constructor to further develop their respective and final draft Project Proposals. |

**STAGE A5**

**PREPARATION, EVALUATION AND AGREEMENT OF THE CONSTRUCTION PARTNER DETAILED PROJECT PROPOSALS, PHASE II – PPC2000**

|  |  |
| --- | --- |
| AA5.7.1  AA5.7.2  AA5.7.3 | The final Project Proposals shall be developed by ongoing consultation and agreement between the Partnering Team members.  The Consultant shall  Provide such assistance as is necessary for the Constructor to develop, prepare and submit their final draft Project Proposals.  Lead the review and agreement of such final draft Project Proposals. This shall include all supporting data receiving a technical and arithmetical check and coordinating the review and agreement of the Constructor's final draft Project Proposals with regard to:   * the observation of health and safety statutory requirements or regulations, the health and safety implications of design and the adoption of rigorous safety policies that are fully observed in the development of the final draft Project Proposals and the development of the "Construction Phase Plan" (pursuant to the CDM Regulations); * the adoption of quality management procedures; * compliance with BIM requirements; * compliance with all standards adopted by the Client and statutory requirements or regulations including, but not confined to planning, fire, building control, security etc.; * all utilities and other necessary services being in place for the construction and for the permanent operation of the accommodation; * each Constructor's proposed use of Specialists to design and/or execute sections of their proposals; * identification and availability of the major items of plant and equipment for the Project; * any pre-ordering of items of materials, plant and/or equipment to ensure delivery of the Project in accordance with the Project Timetable; * assistance for the procurement of Business Cases or tenders from Specialists; * cost control in order that the final draft Project Proposals are strictly monitored against the approved Budget and estimated life cycle costs of the Project; * the application of environmental assessment criteria; * the adoption and implementation of an appropriate Value Management and Risk Management strategy; * all pre-conditions for the implementation of the project on site have been met in |

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|  | accordance with clause 14.1 of the Partnering Contract;   * a compliant Project Timetable; * the development of an Agreed Maximum Price for which eighty per cent (80%) of such sum (exclusive of Profit, Central Office Overhead and Site Overheads) is predicated upon competitive tendering processes, with a failure to achieve this requirement needing to be supported by a Business Case that evidences that the price included for any non-competed works and/or services is no higher than current market prices as detailed in the cost plan prepared by the Cost Consultant; * optimising the use of micro-, small- and medium-sized enterprises and local supply chains; and * the provision of opportunities for apprenticeships. |
| AA5.8.1  AA5.8.2 AA5.8.3 | The Consultant shall:  Prepare a recommendation report and submit to the Client and EPCMT for approval. Receive and confirm receipt of instruction from the Client.  Before Stage 7 is implemented, ensure that the Client approves all matters that permit the execution of the Commencement Agreement have been resolved. |

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| --- | --- |
| AA5.9.1 AA5.9.2  AA5.9.3 AA5.9.4  AA5.9.5 | The Consultant shall:  Prepare the Commencement Agreement (including all supporting documentation).  Issue a copy of the Commencement Agreement to all relevant Partnering Team members, entering into the Commencement Agreement for signature and return to the Consultant.  Collate all signed pages and issue a copy to all signatories.  Obtain collateral warranties from the Constructor and any other relevant parties who are not signatories to the Partnering Contract that have prepared design information.  Ensure that the Principal Contractor and Principal Designer submits Form F10 to the Health & Safety Executive. |
| AA5.10.1 AA5.10.2 | The Consultant shall:  Receive and confirm receipt of instruction from the Client.  Provide its updated Consultant Payment Terms and the updated Partnering Timetable and/or Project Timetable (as the context permits) in relation to the next Stage(s) as noted previously, in each case in accordance with the requirements of this Services Schedule or as specified by the Client from time to time |

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| AA5.11.1 AA5.11.2 | The Consultant shall:  Communicate the instruction to the other Partnering Team members.  Assist the Client to obtain the other Partnering Team members' updated Consultant Payment Terms (as required by the Client) where applicable) and (subject to having  previously been provided with the applicable delegated authority to do so) instruct the other Partnering Team members to undertake the next Stage(s) as noted previously. |

**STAGE B5**

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| BB5.1.1 | Not used. |
| BB5.2.1 BB5.2.2 BB5.2.3  BB5.2.4 | Not used. Not used. Not used.  Not used. |
| BB5.3.1 BB5.3.2 BB5.3.3 | Not used. Not used. Not used. |
| BB5.4.1 BB5.4.2 | Not used.  Not used. |
| BB5.5.1 BB5.5.2 | Not used.  Not used. |
| BB5.6.1 | Not used. |

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| --- | --- |
| AA5.7.1 AA5.7.2 AA5.7.3 | Not used. Not used. Not used. |
| AA5.8.1 AA5.8.2 AA5.8.3 | Not used. Not used. Not used. |

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| AB5.4.1  AB5.4.2 AB5.4.3 | Not used.  Not used.  Not used. |

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| --- | --- |
| AB5.4.4 | Not used. |
| AB5.5.1 AB5.5.2 | Not used.  Not used. |
| AB5.6.1 AB5.6.2 | Not used.  Not used. |

**STAGE 6 CONSTRUCTION**

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| --- | --- |
| A6.2.1  A6.2.2 | The Consultant shall:  Administer the terms and conditions in the Partnering Contract.  Distribute information to the relevant parties and coordinate the review and monitoring of the development of the remaining detailed design and the construction activity for the delivery of the Project in accordance with the Partnering Contract, including:   * the observation of health and safety statutory requirements or regulations and rigorous safety policies; * compliance with BIM requirements; * compliance with quality management procedures; * compliance with standards adopted by the Client and statutory requirements or regulations including, but not confined to planning, fire, building control, etc.; * the maintenance of proper and adequate standards of construction in accordance with the Partnering Contract including inspecting the quality of the work (and the coordination of the Site inspection visits by other the Partnering Team members), and the need for special inspections and/or tests; * regular communication to review design information submitted by each Constructor and responsibility for monitoring the distribution of that information to the Partnering Team members as may be necessary; * adequate records and photographs being available at all times throughout the construction phase, to record progress of the Project (and each PETP Package) and to highlight the cause and effect of any delays; * monitor each Constructor’s progress with all utilities and other necessary services being in place both for the construction phase and for the permanent operation of the accommodation; * each Constructor's proposed use of Specialists to design and/or execute sections of the Project; * monitor each Constructor’s progress with identification of the major items of plant and equipment necessary for the Project and its availability; * any pre-ordering of items of materials, plant and/or equipment to ensure delivery of the Project in accordance with the Project Timetable; * cost control in order that delivery is strictly monitored against the approved Budget and estimated life cycle costs of the Project; * the agreement, before commencement on Site of procedures to be adopted should any damage occur to existing services; * expenditure against all risk contingencies; |

|  |  |
| --- | --- |
|  | * the application of environmental assessment criteria; * compliance with the Value Management and Risk Management strategies and monitoring any risk contingencies; and * project performance indicators. |
|  | The Consultant shall: |
| A6.3.1 | Establish and observe the Client's control procedures in order to manage the Agreed |
|  | Maximum Price, health and safety and Project Timetable. Provide a consolidated and |
|  | coordinated written report on these matters to the Client on a monthly basis. |
|  | Operate the Change provisions in the Partnering Contract in full consultation with the |
| A6.3.2 | Client. |
|  | Manage and coordinate the analysis of Business Cases and shared savings initiatives |
| A6.3.3 | submitted the Constructor. |
|  | Ensuring that any re-tendering of the supply chain by the Constructor is monitored and |
| A6.3.4 | that Business Cases and shared savings initiatives are submitted by the Constructor |
|  | where applicable as a result of re-tendering. |
|  | Monitor the development and production of the health and safety file to ensure its |
| A6.3.5 | completion at Project Completion. |

|  |  |
| --- | --- |
| A6.4.1  A6.4.2 | The Consultant shall:  Inform the Client of the issue of information from the Constructor to the other Consultants that is not in accordance with the Project Timetable and each PETP Package Project Timetable and/or any difficulties that may arise during the course of the Project and obtain the Client's instruction.  Throughout the construction phase and until Final Account is agreed, inform the Client of any claims that are likely to arise and make recommendations to the Client and implement the Client's instruction. |
| A6.5.1 | The Consultant shall prepare and issue valuations / certificates in accordance with the Partnering Contract and make recommendations to the Client regarding payments. |
| A6.6.1  A6.6.2  A6.6.3 | The Consultant shall  Inform the Client four weeks prior to the anticipated date for Project Completion.  Manage, coordinate and issue the list(s) of defects at the appropriate time for completion, defect free, on the Completion Date.  Coordinate the witnessing of and witness any commissioning tests to be carried out by a Constructor and by the relevant Consultants and Specialists and coordinate the  assessment of the results. Reconcile the results with the requirements to ensure that the tests are satisfactory and meet the performance and other requirements stipulated |

A6.6.4

in the Partnering Contract and provide a report to the Client.

If any commissioning tests fail to meet the requirements in any way, ensure that, at no cost to the Client, the Constructor complies with its obligations and rectifies any defects and subsequently arranges for such further tests to be undertaken until satisfactory results are obtained.

**STAGE 7 COMPLETION**

|  |  |
| --- | --- |
| A7.1.1 | The Consultant shall ensure that all defects are rectified. |
| A7.2.1 | The Consultant shall ensure that each building comprising The Project is cleaned, tested and commissioned prior to handover to the Client. |
| A7.3.1  A7.3.2 | The Consultant shall ensure that all statutory approval certificates and other approvals provided by the Constructor are given to the Client.  The Consultant shall ensure that the Principal Contractor and Principal Designer hands the completed health and safety file to the Client. |
| A7.4.1  A7.4.2 | On behalf of the Client, the Consultant shall provide information and recommendations to assist the Client to issue a certificate to the Construction Partner relating to Project Completion in accordance with the requirements (and subject to the provisions of) the Partnering Contract.  Coordinate with the BREEAM Assessor the obtaining of certification. |
| A7.5.1  A7.5.2  A7.5.3  A7.5.4 | The Consultant shall:  Provide information and recommendations to assist the Client to agree the Final Account with the Constructor.  On behalf of the Client, support the Cost Consultant prepare and issue a Final Account agreement between the relevant Constructor and the Client.  As required by the Client, prepare and agree with the Client the final payment for each of the Consultants.  On behalf of the Client, support the Cost Consultant prepare and issue a final account statement between each of the Consultants and the Client. |
| A7.6.1 | On behalf of the Client, the Consultant shall provide information and recommendations to the Client regarding any defects and then issue (as appropriate) a certificate to the Constructor confirming the satisfaction of the Client in respect of their obligation to rectify defects in relation to The Project at the end of the Defects Liability Period. |
| A7.7.1  A7.7.2 | The Consultant shall:  Manage, coordinate, attend and participate in a Project Completion review. Prepare a post-Project Completion report to the Client showing:   * a comparison between the outturn cost and the approved Budget cost; * the actual expenditure against sums included in the Partnering Contract for |

|  |  |
| --- | --- |
|  | specialist and provisionally-measured work;   * the costs included against any Change clause; * the expenditure against approved Changes and additional work authorised by the Client; * a comparison of timetable dates with the actual dates achieved; * the performance of participants; and * the findings of the review. |

**Additional Project Specific Services may include the following**

|  |  |
| --- | --- |
| A.S.1 | Not used. |
| A.S.2 | Not used. |
| A.S.3 | Not used. |
| A.S.4 | Not used. |
| A.S.5  A.S.6 | Not used.  Not used. |
| A.S.7 | Full time site inspection and/or resident engineering staff. |
| A.S.8 | Not used. |

**ADDITIONAL SERVICES**

The additional Consultant Services (with cost reimbursement to be agreed upon instruction pursuant to and in accordance with the terms of the Partnering Contract) that the Client may require the Consultant to undertake from time to time in connection with the Project may include (but shall not be limited to) the following:

* refurbishment exercises;
* programmes of work;
* regeneration projects;
* new build projects;
* alteration/extension projects;
* relocation exercises;
* demolition;
* ancillary construction projects connected to main construction contracts (i.e. roads and bridges);
* option appraisal on potential new construction projects;
* building search, building surveys, due diligence surveys;
* business justification of a project;
* procurement strategy;
* construction management;
* relocation services;
* programme management;
* Project management,
* multidisciplinary design and engineering;
* urban design, master planning, site analysis;
* constructor procurement;
* cost planning / budgeting / estimating;
* space planning and interior design;
* project design management and cost management;
* change management;
* project auditing;
* technical authoring;
* building services engineering and integration;
* environment services/surveys & additional related services;
* sustainability;
* furniture specification and procurement;
* audiovisual/media consultancy;
* Models / 3D computer rendered images / building information modelling;
* geotechnical, contamination and other site investigations, surveys and reports;
* BREEAM assessments;
* archaeological surveys;
* highways / transport assessments;
* public consultations;
* appointment of or advising on adjudications, arbitration or litigation;
* planning;
* building control fees;
* Other statutory fees and charges;
* educational advisor;
* party wall surveyor;
* topographical surveys;
* information and communication technology consultant;
* security;
* ecology;
* fire risk assessments/certification;
* site project management;
* seismic services;
* project sponsorship services;
* counter terrorism design;
* blast design; and
* core disciplines required will include:
  + client advisers;
  + project lead;
  + lead designer;
  + architect;
  + building services engineer;
  + civil & structural engineer;
  + cost consultant;
  + construction lead;
  + contract administrator; and
  + health & safety adviser.

# CONSULTANT SERVICES SCHEDULE PART 1 – CLIENT REPRESENTATIVE SERVICES

**PART 1B – DESIGN SERVICES**

**PETP- Alternative Design for Wellingborough Only Edit 6th August 2018**

**Overview**

|  |
| --- |
| Introduction |
| Roles Responsibilities |
| Technical Support |
| Stage 1 – Fee proposal |
| Stage 2 – Option Appraisal |
| Stage 3 – Feasibility Study |
| Stage 4 – Preparation of the Project Brief |
| Stage 5 – Evaluation of Construction Partners IPP & DPP for NEC & PPC, JCT |
| Stage 6 - Construction |
| Stage 7 - Completion |
| Additional Services |

The structure of this part of the Consultant Services Schedule is as above. This part sets out the design-related roles and responsibilities of the Consultant in connection with the Project and should be read in conjunction with the Partnering Contract.

# CLIENT REPRESENTATIVE – DESIGN-RELATED ROLES & RESPONSIBILITIES

**1 INTRODUCTION**

**1.0 Definitions**

* 1. Unless otherwise stated, all capitalised terms in this part of the Consultant Services Schedule shall have the meanings given to them in the Partnering Contract.
  2. "**Stage**" means, as the context permits, each of Stages 1 to 7 (inclusive), as more particularly described in this Consultant Services Schedule.

The term "**Client Sponsor**" shall have the meaning given to such term in part 1A of this Consultant Services Schedule.

* 1. The Consultant Services stated in this part of the Consultant Services Schedule shall, unless otherwise instructed by the Client, apply to the HMP Wellingborough Project as the context permits.
  2. The Consultant acknowledges and agrees that the Consultant Services described in parts 1A and 1B of this Consultant Services Schedule are complementary in nature and are intended to be undertaken by the Consultant in parallel throughout the duration of the Project.
  3. Without prejudice to clauses 2.4 to 2.6 (inclusive) of the Partnering Contract:
     + if the Consultant becomes aware of any discrepancy, mistake, inaccuracy / inconsistency, omissions, conflict and/or divergence in or between one or more of the documents comprising this Consultant Services Schedule, it shall immediately give the Client written notice of the same;
     + as soon as reasonably practicable upon receiving such written notice from the Consultant, the Client shall (at its sole and exclusion discretion) issue an instruction to the Consultant as to how to address such discrepancy, mistake, inaccuracy / inconsistency, omissions, conflict and/or divergence; and
     + the Consultant shall be obliged to comply with the instruction of the Client at its own cost (provided always that this obligation shall not prejudice the right of the Consultant under the Partnering Contract in relation to the affected Services properly performed up to and including the date of such instruction).

# 1.1 General matters

* 1. Not used.
  2. Not used.
  3. The Consultant shall perform its roles and responsibilities to ensure that its outputs are fully integrated (with the design by others) and tested throughout the design phase of the Project against costs targets and planning or other controls, take any action necessary to rectify deficiencies and, where described in the following roles and responsibilities and at other times necessary for the satisfactory outcome of the Project, communicate the status of such matters to the Client.

The Consultant shall be responsible for managing and coordinating the designs for all aspects of the Project up to and including the issue of the Project Brief to the

Constructor. The Consultant will be expected to undertake the role of "Technical Assessor" as stated in this schedule.

* 1. Where in the following duties, the Consultant is required to advise or assist the Client in any way, such advice and assistance shall include the coordination of all design inputs.
  2. Not used.
  3. Not used.
  4. Not used.
  5. Not used.

# 1.2 Cooperation and communication

* 1. Not used.
  2. Not used.
  3. Not used.
  4. Not used.
  5. Not used.
  6. Not used.
  7. The Consultant shall provide any such information as is needed to support the Client's project performance indicator, key performance indicator and related processes.
  8. Not used.
  9. The Consultant shall act on all written instructions from the Client.
  10. The Consultant shall liaise with relevant staff of the Client as required by the Client and (as required by the Client) the Project Sponsor in the best interests of the Project. This includes any work connected with the "Government Soft Landings" ("**GSL**") framework, as required.

# 1.3 Performance

* 1. Not used.
  2. Not used.

# 1.4 Early Warning System

1.40 Not used.

# 1.5 Fee Quotations and Applications for Payment

* 1. Not used.
  2. Not used.

1.53 Not used.

|  |  |
| --- | --- |
| 1.54 | Not used. |
| 1.55 | Not used. |
| **1.6** | **General Obligations** |
| 1.61 | Not used. |
| 1.62 | Not used. |
| 1.63 | Not used. |
| **1.7** | **Delegated Authority** |
| 1.70 | Not used. |
| 1.71 | Not used. |
| 1.72 | Not used. |

# ROLES, EXPERTISE AND RESPONSIBILITY

* 1. Not used.
  2. Not used.
  3. Not used.
  4. Not used.
  5. Not used.
  6. Not used.
  7. Not used.

# TECHNICAL SUPPORT

**3.0 Introduction**

* 1. Not used.
  2. Indicative non-Project specific services may include (subject to additional fee when not for the purposes of a single project), for example:
     + updating the design guidance for specific types of accommodation
     + preparation of business cases;
     + computer aided design (CAD) support;
     + BIM advice and support;
     + design related research and development;
     + assistance in the production of design related policy and standards; and
     + assistance in the development of regional programme strategy initiatives.
  3. Not used.
  4. Not used.

# STAGE 1

**FEE PROPOSAL FOR OPTION APPRAISAL**

|  |  |
| --- | --- |
| C1.1.1 | Not used. |
| C1.2.1  C1.2.2 | Not used.  Not used. |
| C1.3.1  C1.3.2  C1.3.3 | Not used. Not used. Not used. |

**STAGE 2 OPTION APPRAISAL**

|  |  |
| --- | --- |
| C2.1.1  C2.1.2  C2.1.3 | Not used.  Not used.  Not used. |
| C2.2.1  C2.2.2  C2.2.3 | Not used. Not used. Not used. |
| C2.3.1  C2.3.2 | Not used.  Not used. |

**STAGE 3 FEASIBILITY STUDY**

|  |  |
| --- | --- |
| C3.1.1  C3.1.2  C3.1.3  C3.1.4 | Not used. Not used. Not used.  Not used. |
| C3.2.1  C3.2.2  C3.2.3  C3.2.4 | Not used. Not used. Not used.  Not used. |

|  |  |
| --- | --- |
| C3.3.1 | Not used. |
| C3.4.1  C3.4.2 | Not used.  Not used. |

**STAGE 4**

**PREPARATION OF THE PROJECT BRIEF**

|  |  |
| --- | --- |
| C4.1.1 | Not used. |
| C4.2.1  C4.2.2 | The Consultant shall:  Not used.  Should the Client indicate the possibility of a change to a Project Brief, post- business case approval, the Consultant shall coordinate the preparation of such design information as is necessary to enable the Project Budget and timetable implications of the proposed change to be ascertained and submit to the Client. |
| C4.3.1  C4.3.2  C4.3.3 | The Consultant shall:  Submit the design information to the Client for incorporation into each such Project Brief.  Provide assistance on any design issues to the Client for the preparation of a cost check prior to the issue of a Project Brief to the Constructor(s).  Assist the Client in the preparation of a protocol and timetable for the submission of design information from the Constructors. |
| C4.4.1  C4.4.2 | The Consultant shall:  Receive from the Client any design changes to the Project Brief. Not used. |

**STAGE A6 (PPC)**

**EVALUATION OF THE CONSTRUCTORS' INITIAL PROJECT PROPOSALS & PREPARATION AND AGREEMENT OF THE CONSTRUCTORS' DETAILED PROJECT PROPOSALS**

|  |  |
| --- | --- |
| C5.1.1 | The Consultant shall:  In collaboration with the Client's "Client Design Adviser", Bryden Wood Limited, evaluate and provide comments and recommendations on design data received from the Constructor to enable the Client to prepare any recommendation report in relation to the whole or part of the Project (as the context permits). |
| C5.2.1 | In collaboration with the Client's "Client Design Adviser", Bryden Wood Limited, assemble the comments and recommendations on design data received from the Constructor and ensure that such documents conform to those that it has evaluated and pass to the Client to consider in the context of the Partnering Contract. |

**STAGE A6 (PPC)**

**EVALUATION OF THE CONSTRUCTORS' INITIAL PROJECT**

|  |  |
| --- | --- |
| CC5.3.1 CC5.3.2  CC5.3.3 | Not used. Not used.  Not used. |

**STAGE 5 (PPC)** **PROJECT PROPOSALS**

|  |  |
| --- | --- |
| CC5.4.1  CC5.4.2 | The Consultant shall:  Assist the Client to prepare one or more recommendation reports in relation to the whole or part of the Project (as the context permits) for submission to the Client and the Client's "Estates Procurement Category Management Team" ("**EPCMT**") for approval.  Not used. |
| CC5.5.1 | The Consultant shall:  Coordinate the incluison of all agreed design information in the Commencement Agreement (including all supporting documentation). |
| CC5.6.1 CC5.6.1 | The Consultant shall:  Receive from the Client any changes to the Project Brief. Not used. |

**STAGE 5 (NEC3) PROJECT PROPOSALS**

|  |  |
| --- | --- |
| CD5.3.1 | Not used. |
| CD5.3.2 | Not used. |
| CD5.3.3 | Not used. |

|  |  |
| --- | --- |
| CD5.1.1 | Not used. |
| CD5.2.1 | Not used. |

|  |  |
| --- | --- |
| CD5.4.1 CD5.4.2 | Not used.  Not used. |
| CD5.5.1 | Not used. |
| CD5.6.1 CD5.6.2 | Not used.  Not used. |

**STAGE 6 CONSTRUCTION**

|  |  |
| --- | --- |
| C6.2.1  C6.2.2 | The Consultant acting as the "technical assessor" shall:  Not used.  Assist the [Client] to deal with all design related enquiries from the Constructor and ensure that any clarification is unequivocal and in writing. |

|  |  |
| --- | --- |
| C6.3.1  C6.3.2 | The Consultant shall:  Observe the Change control procedures to manage the Agreed Maximum Price for the Project.  Assist the Client in the analysis of Business Cases on all design-related issues for any Specialist Contracts, not previously concluded, submitted by the Constructor. |
| C6.4.1  C6.4.2 | The Consultant shall:  Inform the Client of the issue of design-related information from the Constructor to the other Consultants that is not in accordance with the Project Timetable and/or any difficulties that may arise during the course of the Project and obtain the Client's instructions.  Not used. |
| C6.5.1 | Not used. |
| C6.6.1  C6.6.2  C6.6.3 | The Consultant shall:  Not used. Not used.  Prepare such information as is necessary for inclusion in the health and safety file and ensure that any such information is submitted to the Client. |

**STAGE 7 COMPLETION**

|  |  |
| --- | --- |
| C7.1.1 | Not used. |
| C7.2.1  C7.2.2 | Not used. Not used. |
| C7.3.1 | Not used. |
| C7.4.1 | Not used. |
| C7.5.1  C7.5.2 | Review record drawings (prepared by the Constructor) to update the archive for the establishment.  The Consultant shall, in collaboration with the Client's "Client Design Adviser", Bryden Wood Limited, and the Constructors' input, coordinate the preparation of the information required for presenting material to illustrate the Project. The presentation shall include an appropriate digital photographic record as directed by the Client. All such photographic records shall be taken by a professional photographer. |
| C7.6.1  C7.6.2 | Not used. Not used. |

**Additional Project Specific Services may include the following**

|  |  |
| --- | --- |
| C.S.1 | Not used. |
| C.S.2 | Not used. |
| C.S.3  C.S.4 | Not used.  Not used. |
| C.S.5 | Not used. |
| C.S.6 | Not used. |
| C.S 7 | Not used. |
| C.S 8 | Not used. |
| C.S.9 | Not used. |
| C.S.10 | Not used. |
| C.S.11  C.S.12  C.S.13 | Not used.  Not used.  Not used. |
| C S 14 | Not used. |
| C.S.15 | Not used. |
| C.S.16 | Co-ordinate / liaise with the Client's "Client Design Adviser", Bryden Wood Limited,  to fully understand the Project concept in order to ensure it delivered. |
| C.S.17 | Work with Constructors and design for manufacture and assembly to meet programme requirements. |
| C.S.18 | Work with the Constructors' design teams to address specific Site issues. |

**ADDITIONAL SERVICES**

The additional Consultant Services (with cost reimbursement to be agreed upon instruction pursuant to and in accordance with the terms of the Partnering Contract) that the Client may require the Consultant to undertake from time to time in connection with the Project may include (but shall not be limited to) the following:

* refurbishment exercises;
* programmes of work;
* regeneration projects;
* new build projects;
* alteration/extension projects;
* relocation exercises;
* demolition;
* ancillary construction projects connected to main construction contracts (i.e. roads and bridges);
* option appraisal on potential new construction projects;
* building search, building surveys, due diligence surveys;
* business justification of a project;
* procurement strategy;
* construction management;
* relocation services;
* programme management;
* Project management,
* multidisciplinary design and engineering;
* urban design, master planning, site analysis;
* constructor procurement;
* cost planning / budgeting / estimating;
* space planning and interior design;
* project design management and cost management;
* change management;
* project auditing;
* technical authoring;
* building services engineering and integration;
* environment services/surveys & additional related services;
* sustainability;
* furniture specification and procurement;
* audiovisual/media consultancy;
* Models / 3D computer rendered images / building information modelling;
* geotechnical, contamination and other site investigations, surveys and reports;
* BREEAM assessments;
* archaeological surveys;
* highways / transport assessments;
* public consultations;
* appointment of or advising on adjudications, arbitration or litigation;
* planning;
* building control fees;
* Other statutory fees and charges;
* educational advisor;
* party wall surveyor;
* topographical surveys;
* information and communication technology consultant;
* security;
* ecology;
* fire risk assessments/certification;
* site project management;
* seismic services;
* project sponsorship services;
* counter terrorism design;
* blast design; and
* core disciplines required will include:
  + client advisers;
  + project lead;
  + lead designer;
  + architect;
  + building services engineer;
  + civil & structural engineer;
  + cost consultant;
  + construction lead;
  + contract administrator; and
  + health & safety adviser.