PROTECT - COMMERCIAL

HMP Wellingborough

PROJECT PARTNERING AGREEMENT

**Appendix D2 to the Project Partnering Agreement**

**Consultant Services Schedules**

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

PART [2] – COST CONSULTANTDESIGNER SERVICES

PPA Issue Page 1 of 1 HMP Wellingborough

PPA Appendix D

PROTECT - COMMERCIAL

# INTRODUCTION

**CONSULTANT SERVICES SCHEDULE**1

**PART [2] – COST CONSULTANTDESIGNER SERVICES PART [2]A – COST CONSULTANT SERVICES**

**1.0 Definitions**

* 1. Unless otherwise stated, all capitalized terms in this schedule shall have the meanings given to them in the Partnering Contract.
  2. "**Stage**" means, as the context permits, each of Stages 3 and 4, as more particularly described in this schedule.
  3. The Consultant Services stated in this part of the Consultant Services Schedule shall, unless otherwise instructed by the Client, apply to the Project generally and each individual Allocated PETP Package (and eventual PETP Package, if applicable), as the context permits.
  4. The Consultant acknowledges and agrees that the Consultant Services described in parts [2A] and [2B]2 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 Programme Manager 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

1 **PM COMMENT 07.08.17**: Broadly, the comments that relate to the Client Representative services schedules apply equally here, save that it has not been necessary to streamline this schedule as much as the others due to the relatively limited engagement of the Consultant.

2 **PM COMMENT 07.08.17**: To be updated to accommodate the principal designer services part of the schedule.

Client Representative. The Programme Manager shall act on all written instructions from the Client Sponsor.

* 1. The Cost Consultant shall carry out the duties and obligations necessary to achieve the satisfactory delivery of the Project:
     + at or below the approved budget;
     + to (or within) the delivery timetable;
     + to the required quality, and
     + in accordance with the client’s greening and sustainability policy.
     + shall use best practice in the translation of Level 2 BIM cost data

Such Cost Consultant duties shall include those set out in the project specific Consultant Services Schedules and the Project Contract.

* 1. The Cost Consultant shall be responsible for working collaboratively with the other 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 the Partnering Contract.
  2. Where in the following duties, the Cost Consultant is required to advise or assist the [Client and the Client Representative] in any way, such advice or assistance shall include the coordinated advice or assistance obtained from the other Partnering Team members as necessary.
  3. The Cost Consultant shall be familiar with, and ensure that, the standards noted in section 2.0 are applied.
  4. The Cost Consultant shall fully contribute to Value Engineering, Value Management and Risk Management in the design and delivery of the Project. The Client Representative 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.
  5. The Cost Consultant shall ensure all necessary information within their remit is provided to enable compliance with the CDM Regulations (or future amendments).
  6. Should there be duplication between the Consultant Services provided under the terms of the Cost Consultant’s appointment on the Project and the Consultant Services of one or more other members of the Partnering Team members, the Cost Consultant shall assist the Client Representative to ensure that any duplication is removed and appropriate financial adjustment is made.

# 1.2 Cooperation and communication

* 1. The Cost Consultant shall cooperate at all times with other Partnering Team members in accordance with the spirit and terms of the Partnering Contract.
  2. The Cost Consultant shall attend partnering/BIM 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 Cost Consultant shall provide assistance to the Client Representative to prepare a "Project Execution Plan" ("**PEP**") for the Project and each Allocated PETP Project (and eventual PETP Package, as the context permits) in consultation with the [Client, the Client Representative and (as required by the Client) the Client Sponsor] and the other relevant Partnering Team members. Each PEP shall provide the procedures by which the Project (and, as the context permits, each Allocated PETP Package and eventual PETP Package) 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 Cost Consultant shall comply with the formal communication procedures to enable the Partnering Team members to work effectively for the satisfactory delivery of the Project.
  5. The Cost Consultant shall act on all written instructions from the Client Representative that it is authorised to issue. The restrictions on the authority of the Client Representative are set out in the Partnering Contract.
  6. The Cost Consultant shall liaise with relevant staff of the client as required by the Client Representative in the best interests of the Project.
  7. The Cost Consultant shall attend design meetings and other meetings with the [Client, the Client Representative and (as required by the Client) the Client Sponsor] and the Partnering Team members necessary to deal with all matters appertaining to the delivery of the Project. The Client Representative shall prepare and circulate minutes of all 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 should be taken.
  8. The Cost Consultant shall prepare regular reports, at not less than monthly intervals as the [Client and/or the Client Representative] may instruct, for issue at the meetings referred to 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 for the Project and cash-flow is being maintained; and
     + identify those matters that require a decision from the [Client, the Client Representative and (as required by the Client) the Client Sponsor] and where necessary, provide assistance so that they can make an informed decision on all such matters.
  9. The reports required are as follows:
     + project performance indicators report (the Cost Consultant will provide the PPI 4 data and the Client Representative will provide the remainder);
     + cost component breakdown report (the Cost Consultant shall provide); and
     + Project status report (the Cost Consultant shall contribute their respective items), including BIM constructor/Client changes affecting cost.

The Cost Consultant shall provide any such information as is needed to support the MoJ project performance indicator, key performance indicator and related processes.

* 1. The Cost Consultant shall give the [Client and the Client Representative] and Client Representative sufficient notice of the requirement for any decisions and, if required, shall meet the [Client and the Client Representative] in order to discuss the content of each report and undertake any subsequent instruction from the [Client and the Client Representative]. The Cost Consultant shall additionally give the [Client and the Client Representative] and Client Representative sufficient notice of all meetings held in connection with the Project that the Cost Consultant may arrange with other Partnering Team members in order to give the [Client and the Client Representative] and the Client Representative the opportunity to attend. The Cost Consultant shall prepare and provide the Client Representative with copies of the minutes of all such meetings 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.

# 1.3 Performance

* 1. The Cost Consultant shall agree with the [Client and the Client Representative] the KPIs in relation to its performance and the performance of the other Partnering Team members.
  2. The Cost Consultant shall review the performance of the other members of the Partnering Team and assist the [Client and the Client Representative] to monitor the performance against the agreed project KPIs.

# 1.4 Early Warning System

1.40 The Cost Consultant shall participate in the operation of an Early Warning system whereby the Cost Consultant shall notify all other Partnering Team members as soon as it is aware of a matter adversely affecting the Project, programme, or its own performance.

# 1.5 Fee Quotations and Applications for Payment

* 1. Prior to the commencement of its services at each Stage, the [Client and the Client Representative] must have agreed the Cost Consultant's Consultant Payment Terms, named resources and timetable for the delivery of the required outputs for that Stage noted in this Consultant Services Schedule and the Project Brief.
  2. The [Client and the Client Representative] will advise the Cost Consultant of any proposed amendments to this Consultant Services Schedule (and provide any further Project-related information as may be required) to enable the Cost Consultant to prepare its Consultant Payment Terms for each Stage.
  3. The Client Representative will prepare the elements of the Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits) that illustrate the timetable for the outputs to be produced by each Partnering Team member.
  4. The Cost Consultant shall prepare its applications for payment and submit them to the Client in accordance with the terms of the Partnering Contract. The Cost 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.
  5. The Cost Consultant shall assist the [Client and the Client Representative] (or any other party fulfilling this role for the Client from time to time) to ascertain the applications for payment from other Partnering Team members. The Cost Consultant shall keep accurate records of all payments and other matters relating to this role and responsibility and

retain copies of all invoices and supporting substantiation and, if requested, make these available to the [Client and the Client Representative].

* 1. The Cost 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 Cost Consultant shall assist the [Client and the Client Representative] to ensure that all notices required under the EC regulations are given at the proper time and that all procedures comply with EC legislation.
  2. The Cost Consultant shall advise the client of any Volume Supply Agreements it has entered into and/or enters into that may be of benefit to the Project.
  3. The Cost 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 Project Contract or a Specialist Contract.
  4. Not used.
  5. Not used.

# 1.7 Delegated Authority

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

# ROLES, EXPERTISE AND RESPONSIBILITY OF THE COST CONSULTANT3

**2.0 Standards**

* 1. 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 Cost Consultant shall commit such resources to deliver each project to meet the Client’s Allocated PETP Package-specific (and PETP Package-specific, as the context permits) requirements.
  2. 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 any option appraisal through on-site supervision to dealing with any defects during the Defects Liability Period.
  3. Without prejudice to any higher standards in the Partnering Contract, the Project and each Allocated PETP Package (and PETP Package, as the context permits) must be designed and delivered to ensure compliance with (as relevant to the project):
     + the Project-wide Project Brief and any specific PETP Package Project Brief;
     + briefing requirements that will emerge through design, pricing and timetable development;
     + statutory and local authority requirements;
     + the Partnering Contract; and
     + the CDM Regulations.
  4. Any departure from the above requirements may only be implemented with the express written agreement of the [Client and/or the Client Representative (as the context permits)] . By accepting an appointment, the Cost 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 Cost Consultant’s professional judgement, or if discrepancies exist between requirements, the Cost Consultant must notify the [Client and/or the Client Representative (as the context permits)] in writing at the earliest opportunity.
  5. The Cost 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 Cost 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.
  6. It is a fundamental condition of appointment that the Cost 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.

3 **PM COMMENT 07.08.17**: The references in this schedule to the Principal Designer services have been deleted, as per the covering email to which the updated schedules are attached. To be discussed.

# TECHNICAL SUPPORT

**3.0 Introduction**

* 1. In addition to the Allocated PETP Package-specific (and PETP Package-specific, as the context permits) that the Client may wish to engage the Cost 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 3 FEASIBILITY STUDY

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| --- | --- |
| D3.1.1  D3.1.2  D3.1.3  D3.1.4  D3.1.5 | The Cost Consultant shall:  Develop the pricing information from the preferred option for the delivery of the Project generally and each Allocated PETP Package specifically into a feasibility study in accordance with the Client’s instruction.  Where any investigations are required to support the feasibility study, undertake any necessary further cost studies, and provide such assistance to the [Client and the Client Representative] and Client Representative as is necessary to assess the timetable implications, including those of any constraints that may be attached to the Project locations for inclusion in the feasibility study.  Undertake such studies as may be necessary in order to prepare each Budget for the Project.  Ensure that the findings of any investigations in relation to an Allocated PETP Package Site are taken into account in each Budget for the Project and where any additional investigations or tests to those recommended in the option appraisal are considered necessary, make recommendations to the Client Representative.  Provide information to assist in the preparation of a Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context  permits) by the Client Representative. |
| D3.2.1  D3.2.2  D3.2.3  D3.2.4 | The Cost Consultant shall:  Prepare the elemental cost plan, each Budget for the Project and the cash flow forecast for incorporation into the feasibility study.  Submit the cost plan, each Budget for the Project and the cash flow forecast to the Client Representative for incorporation into the feasibility study that the client will rely on as an integral part of the business case for the Project.  The Client Representative shall manage and co-ordinate a formal presentation of the option appraisal to the Client. The Cost Consultant shall attend the formal presentation.  The Cost Consultant shall clarify any cost issues raised in connection with the feasibility study. |

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| D3.3.1  D3.3.2 | The Cost Consultant shall:  Receive from the [Client and the Client Representative] any changes to the Project-wide Project Brief (which shall cover, without limitation, any Allocated PETP Packages).  Provide its updated Consultant Payment Terms and the updated Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits) in relation to the next Stage(s) as directed by the [Client and the Client Representative], in each case in accordance with the requirements of this Services Schedule or as specified by the [Client and the Client Representative] from time to time. |

**STAGE 4**

**PREPARATION OF THE PROJECT BRIEF**

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| D4.1.1 | The Cost Consultant shall assemble the pricing and health and safety information used for the feasibility study as the basis for the Client's outline business case and include any authorised changes made by the client in the approval of the business case. |
| D4.2.1  D4.2.2 | The Client Representative will establish control procedures to ensure the development of the Project-wide Project Brief and each PETP Package Project Brief is strictly monitored.  The Cost Consultant shall:  Assimilate the change control procedures implemented and apply to the preparation of the information for such Project Briefs.  Should the Client indicate the possibility of a change to a Project Brief, post business case approval, prepare such pricing information as is necessary and submit to the Client Representative and assist the Client Representative to ascertain the timetable implications of the proposed change. |
| D4.3.1  D4.3.2  D4.3.3  D4.3.4 | The Cost Consultant shall:  Submit the project budget to the Client Representative for incorporation into the above-mentioned Project Briefs.  Collate the information prepared by the Cost Consultant required for incorporation into such Project Briefs and submit them to the Client Representative. Include any authorised changes made by the client in the approval of the Client's business case.  Prepare a cost check prior to the issue of a Project Brief to the Constructor(s).  Agree the final arrangements for obtaining Constructor’s draft PETP Package Project Proposals with the [Client and the Client Representative] and the "Estates Procurement Category Management Team". |
| D4.4.1  D4.4.2 | The Cost Consultant shall:  Receive from the [Client and the Client Representative] any changes to any Project Brief.  Comply with the protocol for the submission of its Consultant Payment Terms and Partnering Timetable, the Project Timetable and/or a PETP Package Project Timetable (as the context permits) for the next stage(s) of the Project as directed by the [Client and the Client Representative] . |

**ADDITIONAL PROJECT SPECIFIC SERVICES MAY INCLUDE THE FOLLOWING**

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| D.S.1 | Facilitating Value Management workshops. |

**STAGE 5.1 CONSTRUCTORS INITIAL PROJECT PROPOSALS**

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| D5.1.1  D5.1.2  D5.1.3  D5.1.4  D5.1.5 | The CM shall:  Evaluate all Matters in each of the submitted Initial Project Proposals Provide comment and recommendations on cost and pricing data received from the Constructor to assist the Client Representative to obtain from and agree with the Constructor Project Proposals that meet the Project Brief for an Agreed Maximum Price within the Budget, and to an agreed Project Timetable.  .  Provide the evaluation findings relating to pricing to the PM for incorporation into a Recommendation Report  When requested attend a ‘consensus meeting’ with other Project Team members  When requested present he evaluation findings with the other Project Team members to the PS and EPCMT  Assemble the comment and recommendations on the pricing data received from the recommended Constructor to enable the Client to enter into the Project Partnering Agreement/Early Conditional Appointment and ensure that such documents conform to those that have the final sanction of the CM and pass to the PM. |

**STAGE 5.2 CONSTRUCTORS DETAILED PROJECT PROPOSALS**

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| D5.2.1  D5.2.2  D5.2.3  D5.2.4 | The Detailed Project Proposals shall be developed by ongoing consultation and agreement between the Project Team  The CM shall:  Provide such assistance as is necessary for the Constructor to develop, prepare and submit its Detailed Project Proposals  Review and reach agreement on all matters relating to pricing and health and safety in the Detailed Project Proposals.  Lead the preparation, on behalf of the Client, of an Agreed Price Framework and Agreed Maximum Price with the Constructor and provide regular reports of progress to the Client Representative and ensure that the Agreed Price Framework is in accordance with the Constructor’s Price Framework Second Stage Tender.  Arrange for all supporting data to receive an arithmetical and technical check, provide assistance to review and seek to agree the Price Framework and Agreed Maximum Price that, inter alia, allow for:   * The observation of health and safety statutory requirements or regulations; * The adoption of rigorous safety policies in the delivery of the Project; * The adoption of quality management procedures; * Adherence to all Statutory Requirements or Regulations including, but not confined to requirements concerning Health and Safety, Planning, Fire, Building Control, etc; * All utilities and other necessary services being in place both for the construction phase and for the permanent operation of the accommodation; * The use of Specialists to design and/or execute sections of the Project; * 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 the proposals are strictly monitored against the approved Budget and estimated life cycle costs of the Project; * The application of environmental assessment criteria; and * The adoption and implementation of an appropriate Risk Management strategy. * All pre-conditions for the implementation of the project on site have been met in accordance with the Project Contract * Compliant Delivery Timetable |

**STAGE 5.2 CONSTRUCTORS DETAILED PROJECT PROPOSALS (Continued)**

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| --- | --- |
| D5.2.4  (Con)  D5.2.5  D5.2.6  D5.2.7  D5.2.8  D5.2.9 | Arrange for all supporting data to receive an arithmetical and technical check, provide assistance to review and seek to agree the Price Framework and Agreed Maximum Price that, inter alia, allow for: (Continued)   * The development of an Agreed Maximum Price (AMP) that is evidenced by competitive tendering for not less than 80% of the AMP (exclusive of Profit, Central Office Overhead and Site Overheads). Prices not supported by competitive tenders shall be supported by Business Cases from the Constructor that evidence that the price included for any non-competed work or services is no higher than current market prices as detailed in Volume 5 Request for Proposal (RFP); * Optimizes the use of SMEs and local supply chains * The provision of opportunities for apprenticeships * Provide assistance for the procurement of tenders from Specialists;   Establish regular communication with the Constructor regarding the review of the pricing information submitted by the Constructor.  Communicate regularly with the PM, and at not less than fortnightly intervals, on the progress of the Price Framework and provide a written report from on these matters to the PM on a monthly basis.  Assist the PM to deal with all enquiries from the Constructor and ensure that any clarification is unequivocal and in writing.  Copy all correspondence regarding progress in satisfying the pre-conditions to enable commencement of the Project on site as set out in the Project Contract to the PM where not already copied.  Manage the analysis of the Risk Management strategy for the Project and make and receive recommendations in respect of the inclusion of any risk contingency in the AMP. |
| D5.3.1 | The CM shall prepare and provide an unequivocal recommendation, or otherwise, of the Constructors Project Proposals in respect of all matters pertinent to pricing to the PM. |
| D5.4.1  D5.4.2 | The CM shall assemble the pricing ety related documents that form the basis of the Agreed Price Framework, Agreed Maximum Price and Detailed Project Proposals to enable the Client to enter into the Commencement Agreement and pass to the PM. All such documents should conform to those that have the final sanction of the CM. |

**STAGE 6 CONSTRUCTION**

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| D6.1.1  D6.1.2  D6.1.3  D6.1.4  D6.1.5 | The CM shall:  Monitor the development of the detailed design and construction activity for the delivery of the Project in accordance with the Project Contract and the impact such development may have on the Project Budget, Agreed Maximum Price, any agreed risk contingencies, cash flow forecast and life cycle costs including.   * The observation of health and safety statutory requirements or regulations; * Compliance with safety policies; * Compliance with quality management procedures; * Compliance with standards adopted by the Client and Statutory Requirements and Regulations * The Constructor’s proposed use of specialists to design and/or execute sections of the Project; * 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; * The application of environmental assessment criteria; and * The Risk Management strategy adopted and expenditure against all risk contingencies * Project Performance Indicator 4.   Provide assistance for the procurement of Business Case or tenders from Specialists.  Visit the Project at regular intervals during construction as is necessary to monitor the progress of the Project and maintain control of the Price Framework.  Establish regular communication with the PM regarding the review of cost and pricing information submitted by the Constructor and the construction activity undertaken by the Constructor. Communicate regularly with the PM, at not less than fortnightly intervals, on any necessary adjustments to the Price Framework, Agreed Maximum Price, any agreed risk contingencies, cash flow forecast and life cycle costs and provide a written report from on these matters to the PM on a monthly basis.  Assist the PM to deal with all cost and pricing related enquiries from the Constructor and ensure that any clarification is unequivocal and in writing. |

**STAGE 6 CONSTRUCTION (Continued)**

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| --- | --- |
| D6.2.1  D6.2.2  D6.2.3 | The CM shall:  Observe the Change control procedures in order to manage the Price Framework, Project Budget, Delivery Timetable.  Assist the PM to operate the Change provisions in the Project Contract.  Assist in the analysis of Business Cases submitted by the Constructor and provide information and recommendations to the PM including the impact on the Price Framework, Agreed Maximum Price and any agreed risk contingencies, cash flow forecast and life cycle cost. |
| D6.3.1  D6.3.2 | The CM shall:  Inform the PM of the issue of cost and pricing related information from the Constructor that is not in accordance with the Project Contract and/or any difficulties that may arise during the course of the Project and obtain the PM instruction.  Throughout the construction phase and until the Final Account is agreed, inform the PM of any claims that are likely to arise and make recommendations to the PM and implement the PM’s instruction. |
| D6.4.1 | The CM shall assist the PM in the regular review of any agreed risk contingencies in the Project Contract in full consultation with the Project Team and make recommendations to the PM. |
| C6.5.1 | The CM shall provide information and recommendations to the PM to assist in the issue of valuations. |
| D6.6.1  D6.6.2 | The CM shall:  Provide information and recommendations to the PM to assist in the issue of Certificates.  Ensure that Payment Certificates are issued in accordance with the terms of the Project Contract and provide information and recommendations to the PM to assist in the issue of such Certificates.  . |

**STAGE 7 COMPLETION**

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| D7.1.1 | The CM shall provide information and recommendations to assist the Client Representative to issue a Certificate to the Constructor relating to Project Completion pursuant to clause 21.2 of PPC2000. |
| D7.2.1  D7.2.2  D7.2.3 | The CM shall:  Agree the Final Account with the Constructor.  Prepare and agree the Final Payment for the services provided by the CM with the PS.  Prepare an Elemental Cost Analysis based on the Final Account for the Project. |
| D7.3.1 | The CM shall provide information and recommendations to assist the PM to issue a Certificate to the Constructor confirming the satisfaction of the Client in respect of the Constructor’s obligation to rectify defects pursuant to the Project Contract. |
| D7.4.1  D7.4.2 | The CM shall:  Attend and participate in the Post Project Review.  Assist the PM to prepare a 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 Documents for specialist Project and provisionally measured work; * the costs included against any Change clause; * the expenditure against approved Change and additional work authorised by the Client; * a comparison of timetable dates with the actual dates achieved; * the performance of Project participants; and * the findings of the Post Project Review. |

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

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| --- | --- |
| D.S.1 | Receive an initial brief from the Client and assist in identifying possible options and expenditure limits (prior to the Option Appraisal). |
| D.S.2 | Assist the Client to select and procure the Site on behalf of the Client and assess the implications of any constraints attaching to it and report thereon to the Client. |
| D.S.3 | Facilitating value management workshops. |
| D.S.4 | Facilitating risk management workshops. |
| D.S.5 | Undertaking the roles and responsibilities of the Client Representative as detailed in Annex A of the Consultant Services Schedules. |
| D.S.6 | Attend Core Group Meetings. |
|  |  |

**TYPES OF ACTIVITY**

These will be primarily construction related, including but not limited to projects to deliver:

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 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, Contractor 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 AV/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;

ICT Consultant;

Security;

Ecology

Fire Risk Assessments/Certification Site Project Management

Seismic Services

Project Sponsorship Services Counter Terrorism Design Blast Design

Core disciplines required will include: Client Advisers

Project lead, Lead Designer Architect

Building Services Engineer Civil & Structural Engineer CM

Construction Lead Contract Administrator Health & Safety Adviser