

Tender and Schedule

for

The Provision of

Engineering and Environmental Consultancy Services

For

Nenagh Flood Relief Scheme

using the

Standard Conditions of Engagement for Consultancy Services (Technical)

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v1.10

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Department of Public Expenditure NDP Delivery and Reform
Government Buildings
Upper Merrion Street
Dublin 2

Tender

To	<i>The Contracting Authority</i>	Tipperary County Council
	<i>Address of Contracting Authority</i>	Civic Offices, Emmet Street, Clonmel, Co. Tipperary
	<i>For the attention of</i>	Emma Ryan
Date:		
Contract	<i>For the provision of</i>	Engineering and Environmental Consultancy Services
In relation to	<i>Project title</i>	Nenagh Flood Relief Scheme

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Consultancy Services (Technical)**, the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract.

Terms used in this tender that are defined in those documents have the same meaning in this tender. We submit with this tender a detailed breakdown of the tender price (if requested). We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

the lump sum fee of:

insert amount euro excluding VAT for the whole of Stage I, and
 insert amount euro excluding VAT for the whole of Stage II
 which both include the quantities of Specific Service Items and rates as per the completed Specific Service Items Rates and Quantities spreadsheet provided with this tender.

as adjusted in accordance with the contract.

and/or

an overall percentage fee of:

[insert %] % for the whole of Stages III, IV and V where the construction cost falls in the range: €0million - €16million
 and
 [Insert %] % for the whole of Stages III, IV and V where the construction cost falls in the range: greater than €16 million,
 which both include the quantities of Specific Service Items and rates as per the completed Specific Service Items Rates and Quantities spreadsheet provided with this tender.
 [These construction cost ranges have been estimated. A revised construction cost estimate shall be completed just prior to construction tender receipt, which will allow the Client to convert the relevant percentage fee to a lump sum for the whole of Stages III, IV and V]

Tender & Schedule for the Conditions of Engagement for Consultancy Services (Technical)

together with the rates for Time Charges to be determined in accordance with the provisions of the Invitation to Tender.

The amounts set out in this Form of Tender include for expenses, for any intellectual property rights required and, where the Services include acting as Project Supervisor for the Design Process, Assigned Certifier, or signing of the Design Certificate, any fee for so acting.

Rates for Tendered Time Charges

Grade	Hourly rate
Project Director _____	€
Project Manager _____	€
Project Supervisor Design Process (Coordinator) _____	€
Senior Project Engineer _____	€
Project Engineer _____	€
Hydrology Lead (Senior) _____	€
Hydrology Support (Junior) _____	€
Hydraulics Modeller Lead (Senior) _____	€
Hydraulics Modeller Support (Junior) _____	€
Technician (Senior) _____	€
Technician (Junior) _____	€
Scheme Analysis Options and Development Lead (Senior) _	€
Scheme Analysis Options and Development Support (Junior)	€
Detailed Design Lead (Senior) _____	€
Detailed Design Support (Junior) _____	€
Quantity Surveyor Lead (Senior) _____	€
Quantity Surveyor Support (Junior) _____	€
Construction Phase Management Lead (Senior) _____	€
Construction Phase Management Support (Junior) _____	€
Environmental Lead (Senior) _____	€
Environmental Support (Junior) _____	€
Landscape Architect Lead (Senior) _____	€
Landscape Architect Support (Junior) _____	€
Project Ecologist _____	€
Part X (An Coimisiún Pleanála) Coordinator _____	€
Employer's Representative _____	€
Senior Resident Engineer _____	€
Resident Engineer _____	€
Assistant Resident Engineer _____	€
Chartered Quantity Surveyor _____	€
Clerk of Works _____	€

basis at the level set out in the Schedule.

Is sinne, le meas,

Signed on behalf of

Name of Tenderer

Signature of authorised person

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR (If the Tenderer is an individual)

Signed by

Signature of Tenderer

Name of Tenderer

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

**STANDARD CONDITIONS OF ENGAGEMENT
FOR CONSULTANCY SERVICES (TECHNICAL)
SCHEDULES**

SCHEDULE A: CONTRACT PARTICULARS¹

INTERPRETATION

The Agreement is organised in elements, by individual numbers and line breaks, and titled groups, within each clause. One purpose is to identify clearly which contents go together as part of the same element, especially which qualifications, modifications and exceptions apply to what, and the relationships between elements.

Element numbers provide precise references, They are preceded by clause numbers in larger font except where the reference is in and to the same clause [e.g. '1, 5,6,7' in clause 2.4, but '7' alone in 2.10].

Instead of including 'and' or 'or' where either would cause ambiguity, commas are used between contents of an element, and semi-colons between elements in a sentence (with indenting where convenient for listing them), to show that they apply individually and together as relevant to the subject.

Square brackets are included where useful to identify as such clarifications, explanations, reminders of purposeful implications or of general law, and cross-references, to show that significance is not to be given to their absence elsewhere, or in the case of general law that it is not being changed.

In the Agreement, Schedules, except where the context indicates, words in the singular include the plural and the reverse.

1. APPOINTMENT

1 Client, Consultant, Contact Details

Client	
Name	Tipperary County Council
Telephone	
Mobile	
Email	

Client's Representative	
Name	Emma Ryan
Telephone	
Mobile	
Email	

Consultant	
Name	
Telephone	
Mobile	
Email	

¹ Completed by the Client

Consultant's Representative	
Name	
Telephone	
Mobile	
Email	

2 Project

Nenagh Flood Relief Scheme

7 Whole, parts, of other documents included in the Contract

1. Letter of Acceptance
2. Pricing Schedule
3. Service Requirements
(as detailed in the Project Brief)
4. Specific Service Items Rates & Quantities Spreadsheet
5. Standard Conditions of Engagement
6. Form of Tender and Schedule A & B
7. Professional Indemnity Insurance Certificate fully completed (MF2.1)
8. Pre- Tender Clarifications (specifically identified), if any
9. Post- Tender Clarifications (specifically identified), if any
10. Where required, Appendix 1 of the ITTs form of Confirmation Letter in relation to parent or other company support in the form of resources and the approved formal agreement to that effect
11. Details of Tenderer's quality submission.
12. Letter of Appointment as PSDP and Letter of Acceptance as PSDP
13. Data Processing Agreement
14. All applicable Model Forms

2. PERFORMANCE

12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 1000 exclusive of VAT

to make Change Orders in any three month period with a cumulative extra value above:

€ 5000 exclusive of VAT

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.

to waive any of the Client's rights or the Contractor's obligations under a Project construction contract without limitation to notice periods such as those set out in sub-clause 10.3 of the Public Works Contracts (PW-CF1 to PW-CF5).

Any works additional to those outlined in the Project Brief or works identified in the Project Brief to be carried out on a time and rates basis shall be approved by the Client before commencement of these works.

17 Limit of Liability

The Liability Cap is:

€ 3,000,000 /Three million(euro)
2

The Liability Cap shall not apply to any claim, loss, damage, cost, expense or liability relating to

- a) death, personal injury or illness;
- b) fraud or fraudulent misrepresentation;
- c) wilful default;
- d) gross negligence;
- e) third party property;
- f) sub-clause 13.26 of this Agreement; or
- g) any liability which the Consultant cannot lawfully exclude or limit.

19 Insurance types, terms

COVER	Minimum cover	Permitted deductible each and every occurrence	Period
<p>Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence.</p> <p>The conditions provide for claims for breach of professional duty or civil liability as well as negligence.</p> <p>The jurisdiction in which claims can be lodged and settled includes IRELAND</p>	<p>Each and every claim or series of claims arising out of the same originating cause³</p> <p>€2,500,000</p> <p>OR</p> <p>Per claim and limited in the Annual Aggregate⁴</p> <p>€3,000,000</p>	<p>2.0% of gross fee turnover, or €5,000 whichever is greater</p>	<p>From start to completion of the Services; and six years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.</p>
<p>Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal</p>	<p>€ 6,500,00</p>	<p>€ 10,000</p>	<p>From start to completion of the Services.</p>
<p>Employers' Liability for death, injury, to employees</p>	<p>€ 13,000,000</p>	<p>None</p>	<p>From start to completion of the Services.</p>

² If no sum is stated, the applicable amount is €1,500,000 (one million, five hundred thousand euro)

³ The Each and Every Insurance for the purpose of the Tender

⁴ The Annual Aggregate Insurance for the purpose of the Tender

COVER	Minimum cover	Permitted deductible each and every occurrence	Period
Insurance of plans, documents	€ 2,000,000 to include cover for Cyber Liability Insurance	None	From start to completion of the Services.

25 Key Team Members

Key Team Members are the members of the Consultant's team that are named in the Consultant's tender submission for the Services and/or named in the Consultant's suitability assessment questionnaire response for the Services, as applicable.

7. COORDINATION

5 Facilities from the Client

n/a

6 Client's resident staff

n/a

11 Team Leader

The Consultant is team leader.

9. PAYMENTS

13 Inflation Adjustment

First Adjustment Date means for any element of the Fee that is

- a) a Lump Sum [by Schedule B only, not by conversion under 9.11,12], the date that is the Base Date;
- b) based on Tendered Time Charges, the date that is the Base Date;
- c) a Lump Sum [by conversion under 9.11,12 only] the date that is the later of:
 - (i) the Base Date; or
 - (ii) the Percentage Fee Conversion Date;
- d) a percentage applied under 9.7,8 the date that is the later of:
 - (i) the Base Date; or
 - (ii) the Percentage Fee Application Date.

Base Date means the date that is the first day of the 25th month falling after the date that is 10 days before the last date of receipt of the Consultant's tender for the Services, or, if there was none, 10 days before the Client received the Consultant's tender for the Services.

Calculated Time Charges means Time Charges that are calculated by the Client in accordance with Section 5.5 (Pricing) of the Instructions to Tenderers for Consultancy Services using a formula to calculate hourly rates and carrying a document reference of ITT-S1a or ITT-S2a, as applicable. Calculated Time Charges shall only apply where ITT-S1a or ITT-S2a was used in the tender for the Contract.

COE Fee Adjustment Factor is the figure for a Relevant Quarter in an Indexation Year published on the constructionprocurement.gov.ie [or any successor] website.

Indexation Year means a period of a year with the first Indexation Year being the period starting on the First Adjustment Date and ending on the day before the anniversary of the First Adjustment Date; for each subsequent Indexation Year it shall be the period of a year from the last anniversary of the First Adjustment Date and ending on the day before the next anniversary.

Percentage Fee Application Date means the date upon which the Client applies a Scheduled Percentage for the Total Fee under 9.7,8.

Percentage Fee Conversion Date means the date upon which the Client converts a Scheduled Percentage Total Fee to a Lump Sum Fee under 9.11,12.

Quarter means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December in any calendar year.

Relevant Quarter means the Quarter in which a First Adjustment Date occurs.

Tendered Time Charges means Time Charges tendered by the Consultant in accordance with Section 5 (Pricing) of the Instructions to Tenderers for Consultancy Services using tendered hourly rates and carrying a document reference of ITT-S1b or ITT-S2b, as applicable. Tendered Time Charges shall only apply where ITT-S1b or ITT-S2b was used in the tender for the Contract.

10. DEBTS TO CLIENT

4 Interest

The rate of interest payable on Client's wrongful deduction is ECB +8% p.a⁵.

12. BUDGETARY CONTROL

2 Excess Percentage

'Excess Percentage' means the percentage [if any] in excess of 10% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

13. INTELLECTUAL PROPERTY etc

11 Assignment

There is assignment to the Client instead of a licence.

Document, design or deliverable

The ownership, copyright and intellectual property rights of and in all data, information, drawings, calculations, images, reports and other material collated for, prepared during and produced in undertaking the Project shall be vested in the Client and the OPW, other than where pre-existing ownership or rights exist for the Consultant or a third party, such as in proprietary, commercial computational hydraulics modelling software packages or analytical tools developed and owned by the Consultant prior to commencement of the Project. These requirements are in addition to, and shall not replace, any conditions in the Conditions of Engagement

⁵ If no rate of interest is specified, the European Central Bank main refinancing rate ('ECB') plus eight percentage points (ECB+8%) shall apply.

14 Licence

Client may use Consultant's design etc. for –

Individual projects:	Yes
Types of project:	All

15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: .

18 Publicity

Consent to publicity is required from the Client.

14. TERMINATION

9 Scheduled termination events

The following are Scheduled termination events:

1. Where the Contract is subject to Statutory Instrument 284 of 2016 European Union (Award of Public Authority Contracts) Regulations 2016 or Statutory Instrument 286 of 2016 European Union (Award of Contracts by Utility Undertakings) Regulations 2016 and:
 - (i) the Consultant has, at the time of Contract award, been in one of the situations referred to in Article 57(1) of SI 284 of 2016 and, in the opinion of the Employer, should therefore have been excluded from the procurement procedure; or
 - (ii) the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the Treaties and Directives 2014/24/EU or Directive 2014/25/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union; or
 - (iii) in the opinion of the Employer, the Contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to Regulation 72 of SI 284 of 2016 or Regulation 97 of SI 286 of 2016; or
 - (iv) the Consultant (or its or sub consultant(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine or any subsequent amendments to same).
2. Any breach of clause 2.22,23 Corrupt Gifts or the commission of any offence by the Consultant, any subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018. [Without affecting its other rights], the Client shall be entitled to recover from the Consultant the amount or value of any gift, consideration or commission.

In this Form of Tender and Schedule, the reference to "Treaties" means the Treaty on European Union, the Treaty on the Functioning of the European Union, the Treaty establishing the European Atomic Energy Community and the Charter of Fundamental Rights of the European Union.

30 Payment where Client terminates at will

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 5% of the difference between the Fees payable under clause 14.27 [without any apportionment under 14.28], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

16. DISPUTES

1 Initial resolution method

Conciliation as per Engineers Ireland Conciliation Procedure 2013 (as amended)

4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: President of Engineers Ireland

In default of agreement an adjudicator, under the Construction Contracts Act 2013, will be appointed at

the request of either party by the Chairperson of the Panel of Adjudicators.

5 Rules

The applicable Rules are the following published for use with these Standard Conditions of Engagement:

In the case of Arbitration, the arbitration rules are the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts* (AR1) published on <http://constructionprocurement.gov.ie/arbitration-rules/> on the date 10 days before the latest date for submission of Tenders for this contract (disregarding any amendments posted on that date).

(Identify the Rules that apply in each other resolution method, or where none any Rules agreed by the parties.)

SCHEDULE B: CONSULTANT'S SERVICES AND FEES

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for Whole Stage as tabled below.

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process is included in the Services as tabled below [and the Stage Fees].

ASSIGNED CERTIFIER SERVICES

Performance of all the duties of Assigned Certifier under the Building Control (Amendment) Regulations 2014 is included in the Services [and the Stage Fees].

DESIGN CERTIFICATE SERVICES

The Consultant is required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

TOTAL FEE [9]

Percentage of Project costs:

STAGE SERVICES

Stage (i)					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
		The below sets out the payment schedule for this Stage			5%
All services and deliverables as set out in the Project Brief, including the quantities of Specific Service Items identified in Schedule B.	30	Monthly pro-rata payment based on the delivery of the programme	23.5%		
		Hydrology Report & GIS layers	2.4%		
		Hydraulics Report & GIS layers	2.4%		
		Option Development Report & GIS layers	2.4%		
		Scheme Design Report & GIS layers	2.4%		
		NIS	2.4%		
		EIAR	4.7%		
		Geotechnical Design Report, Buildability Report, CEMP	2.4%		
		Upon confirmation that all stage services have been delivered in accordance with the Project Brief and to the client's satisfaction	4.7%		

STAGE SERVICES

Stage (ii)					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
Whole Stage		The below sets out the payment schedule for this Stage	%		5%
All services and deliverables as set out in the Project Brief, including the quantities of Specific Service Items identified in Schedule B.	24	Monthly pro-rata payment based on the delivery of the programme	11.8%		
		Planning Documentation	2.4%		
		Stage II Design Report	2.4%		
		Tender Documents	4.7%		
		Upon confirmation that all stage services have been delivered in accordance with the Project Brief and to the client's satisfaction	2.4%		

Sub-Stage (ii a)					
Sub-Stage (ii b)					
Sub-Stage (ii c)					

STAGE SERVICES

Stage (iii) Tender Action, Evaluation, Award					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
		The below sets out the payment schedule for this Stage			5%
All services and deliverables as set out in the Project Brief, including the quantities of Specific Service Items identified in Schedule B.	12	Monthly pro-rata payment based on the delivery of the programme	3.9%		
		Construction Tender Report	2.0%		
		Upon confirmation that all stage services have been delivered in accordance with the Project Brief and to the client's satisfaction	0.7%		

STAGE SERVICES

Stage (iv) Construction					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
		The below sets out the payment schedule for this Stage			5%
All services and deliverables as set out in the Project Brief, including the quantities of Specific Service Items identified in Schedule B.	24	Monthly pro-rata payment based on the delivery of the programme	10.5%		
		Upon confirmation that all stage services have been delivered in accordance with the Project Brief and to the client's satisfaction	2.6%		

STAGE SERVICES

Stage (v) Handover of Works					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
		The below sets out the payment schedule for this Stage			5%
All services and deliverables as set out in the Project Brief, including the quantities of Specific Service Items identified in Schedule B.	18	Monthly pro-rata payment based on the delivery of the programme	4.9%		
		Safety File	1%		
		Final Modelling and Mapping	1%		
		Scheme Completion Report	1%		
		Upon confirmation that all stage services have been delivered to the client's satisfaction	2%		

DETAILS OF STAGE SERVICES REFERRED TO ABOVE

Stage services to be provided are as per the Project Brief.

The Consultant shall be paid 70% of the payment milestone for a deliverable specified in Schedule B upon a successful 'Initial Examination' (Section 4.11 of the Project Brief) and the remaining 30% upon agreement of the deliverable as Final (Section 4.11 of the Project Brief).

The quantities of Specific Service Items, as identified in the Specific Service Items Rates & Quantities Spreadsheet are included in the Lump Sum Fee or Percentage Fee for the relevant stage and shall be provided in accordance with the requirements described in the Project Brief and ITT. Where quantities vary, the Lump Sum Fee for the relevant Stage shall be adjusted up or down using the rates which are inserted into the Specific Service Items Rates & Quantities Spreadsheet.

PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES	Performance period	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2013, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

TIME CHARGES

The following Tendered Time Charges apply to suspension [4.21], Client's Changes [clause 11] (unless the Time Charges are Calculated Time Charges, in which case Calculated Time Charges apply)

Grade	€ per hour (exclusive of VAT)
Project Director _____	
Project Manager _____	
Project Supervisor Design Process (Coordinator) _____	
Senior Project Engineer _____	
Project Engineer _____	
Hydrology Lead (Senior) _____	
Hydrology Support (Junior) _____	
Hydraulics Modeller Lead (Senior) _____	
Hydraulics Modeller Support (Junior) _____	
Technician (Senior) _____	
Technician (Junior) _____	
Scheme Analysis Options and Development Lead (Senior) _____	
Scheme Analysis Options and Development Support (Junior) _____	
Detailed Design Lead (Senior) _____	
Detailed Design Support (Junior) _____	
Quantity Surveyor Lead (Senior) _____	
Quantity Surveyor Support (Junior) _____	
Construction Phase Management Lead (Senior) _____	
Construction Phase Management Support (Junior) _____	
Environmental Lead (Senior) _____	
Environmental Support (Junior) _____	
Landscape Architect Lead (Senior) _____	
Landscape Architect Support (Junior) _____	
Project Ecologist _____	
Part X (An Coimisiún Pleanála) Coordinator _____	
Employer's Representative _____	

Grade	€ per hour (exclusive of VAT)
Senior Resident Engineer _____	
Resident Engineer _____	
Assistant Resident Engineer _____	
Chartered Quantity Surveyor _____	
Clerk of Works _____	

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CHARGES FOR SPECIFIC SERVICE ITEMS:

As per figures inserted into Specific Service Items Rates & Quantities Spreadsheet

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MANAGEMENT SERVICES

[Included in Stage Services as relevant, and in the Total Fee and Stage Fees]

REPORTING		
Timing	Contents	Method
Within 1 week of project start	Methods for changing key team member	By email to Client's Representative
As detailed in the Project Brief, or if earlier,	Updates, Reports, Deliverables, Minutes etc	By email to Client's Representative
As soon as the Consultant becomes aware of	Delays, Change Orders, H&S issues	By email to Client's Representative

TRANSFERS [3]		
Timing	Contents	Method
At least one month prior to the proposed assignment	Request for consent Name of person to whom sub-contract/benefit the consultant proposes to make the assignment Consultant reasons and justifications for doing so	By email to Client's Representative as issues that may affect delivery arise

COMMUNICATIONS [6]		
Timing	Contents	Method
As issues that may affect delivery arise	Details of issues	By email to Client's Representative
Reporting as required by the Project Brief	As per the Project Brief	By email to Client's Representative
When queries arise that require input from the Client to progress work	Details of queries and information required	By email to Client's Representative

COORDINATION [7]		
Timing	Contents	Method
As outlined in the Project Brief	As per the Project Brief	By email to Client's Representative

COOPERATION [8]		
Timing	Contents	Method
It is the responsibility of the parties to the Contract to direct their respective staff to fulfil their roles in a constructive and supportive manner at all times throughout the services		
All Stages	Consultant to maintain the Project Team consistently through stages, to maintain continuity of service.	As required
All Stages	Consultant to co-ordinate all sub-consultants to ensure maintenance of Programme	As required
All Stages	Consultant to co-operate with Contractors appointed for advanced works and Main Works Contracts to avoid unneccenary disputes and delays.	As required

PAYMENTS [9]

Timing	Contents	Method
Monthly	Consultant to submit draft invoice for approval wrt services performed Payments will be made in accordance with the Form of Tender and Schedule and Cl.9 of the Standard conditions of Engagement for Consultancy Services on submission of a valid invoice	By email to Client's Representative
On reaching key milestones and/or completion of stages	Payments will be made in accordance with the Form of Tender and Schedule and C.9 of the Standard conditions of Engagement for Consultancy Services on submission of a valid invoice Consultant to submit draft invoice for approval wrt services performed	By email to Client's Representative

CLIENT'S CHANGES [11]

Timing	Contents	Method
<p>For all Services and Deliverables as set out in the Project Brief or otherwise where the Consultant expects to incur additional costs, as soon as possible, but prior to carrying out such work.</p>	<p>Where the consultant believes it is being instructed to carry out works or services by the Client which are not included in the Scope of Services, it shall inform the Client's Representative before carrying out such work seeking approval to carry out the work.</p> <p>The Client is to provide a written statement of the scope of the change, seeking a costed proposal from the consultant on the matters covered in Clause 11 within a reasonable time. Rates used for personnel shall be with reference to the time charges as scheduled in accordance with the tenderers proposal. Where work is covered in part or in full by a Specific Service Item Rate, the relevant rate shall be used as scheduled in accordance with the tenderers proposal. The Client may endorse the change proposal with any amendments, at their discretion, within 10 working days of its receipt. The consultant shall respond with a written acceptance within 5 days.</p> <p>The Consultant shall provide a brief programme including additional resources required and details of how the work will impact the overall programme.</p> <p>Where agreed in writing between the parties, the Client changes shall form part of the contract</p>	<p>By email to Client's Representative</p>

TERMINATION [14]

Timing	Contents	Method
As required as soon as practicable	For termination for cause, the Consultant shall notify the Client that they are contemplating termination, together with the details of the basis of the breach, and what if any remedial action by the other party will prevent such Termination	By email to Client's Representative
As required as soon as practicable	Client to notify the Consultant that they are contemplating Termination, together with the detail of the basis of the breach, and what if any remedial action by the other party will prevent such Termination	By email to the Consultant
As required as soon as practicable	Detailed summary of works carried out up to termination (including a comprehensive handover report) and any payments deemed outstanding	By email to Client's Representative

ALERTS, FOLLOW UP

Timing	Contents	Method
<p>Conflict of Interest [2.29]</p>	<p>Details of Conflict of Interest- Full details of the conflict of interest or potential conflict of interest together with any further information which the Client may require [including any steps proposed to manage the conflict or potential conflict].</p>	<p>By email to the Client's Representative</p>
<p>For all Services and Deliverables as set out in the Project Scope of Services or otherwise, as soon as, but within 1 week of the Consultant becoming aware of:</p> <ul style="list-style-type: none"> • Circumstances which require a change in the agreed scope, price or accepted Project Programme, including Client Changes [11] • Circumstances that will affect the work of the Client, their contractor, or another consultant <p>Circumstances which require changes to sub-consultants or other third part resources</p> <ul style="list-style-type: none"> • Circumstances that will impair the usefulness of the services to the Client • A delay in completion or meeting a Key Date • Insurance default or details of renewal • Information, access, assistance, etc., that is urgently needed • Notifiable incident • Service or threatened service of court proceedings or injunctions 	<p>The Consultant shall issue an Early Warning Notice which shall at a minimum identify the specific issue(s) that have prompted the notice.</p> <p>Should the Consultant not raise the Early Warning Notice within 1 week of becoming aware of any of the matters listed, then the Consultant shall not be entitled to reimbursement of any associated additional costs under Client Changes [11]</p>	<p>By Email, Consultant to provide to Client's Representative:</p> <ul style="list-style-type: none"> • Precise details of the additional work required • Updated overall programme (if affected), taking account of the change • Proposed Fees for the additional work using: <ul style="list-style-type: none"> a) the Service Item rate in Schedule B, where the additional work is listed as a specific Service Item, OR b) the hourly rates in Schedule B, applied to the estimated extra time required for the increased Services, OR c) A combination of (a) and (b) where work is required in addition to defined Service Item(s)

<p>Changes to Key Team Members, as soon as practicable and in any event not less than 2 months prior to the change being made</p>	<p>Issue proposal to the Client providing details of the reason for the change, details of the proposed replacement key Team Member(s) of equivalent qualification and experience, possible impacts including anything likely to cause loss, damage and inconvenience to the Client and how they will be overcome. Details of the proposed co-working arrangements for existing and replacement Key Team Members during a minimum 1 month transition period.</p>	<p>Meetings, interviews with replacement Key Team Member(s). Proposal by email to Client's Representative</p>
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