Tender and Schedule

for

The Provision of	Integrated Multi-Disciplinary Consultancy Services Design Team through Stages II to V inclusive of the Department of Public Expenditure & Reform Capital Works Management Framework
For	Kilkenny City Centre Vibrant Streets East

using the

Standard Conditions of Engagement for Consultancy Services (Technical)

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v1.10

16 September 2024

© 2024 Office of Government Procurement

Published by: Office of Government Procurement

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

Tender

To	*The Contracting Authority*	Kilkenny County Council
	Address of Contracting Authority	County Hall, John Street, Kilkenny.
	For the attention of	David Tynan
Date:		

Contract	*For the provision of*	Technical Consultancy Services Phases (ii)-(v) of the Department of Public Expenditure and Reform Capital Works Management Framework
In relation to	*Project title*	Kilkenny City Centre Vibrant Streets East

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 / Not Applicable	euro excluding VAT for the Stages (ii) to (v)

as adjusted in accordance with the contract.

and/or

an overall percentage fee of:

Not Applicable	% for the

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 [*CA Note: delete this table where ITT-S1a or ITT-S2a is in use* **]**

Grade	**Hourly rate**
Project Director	**€**

Project Manager	**€**
Senior Civil Engineer	**€**
Project Design Engineer	**€**
Employer's Representative	**€**
Resident Engineer	**€**
Technician	**€**
Administrator	**€**
Project Supervisor for Design Process (PSDP)	**€**
	€
	€
	€

In consideration of your providing us with the contract documents, we agree not to withdraw this offer until the later of:

- 180 days after the end of the last day for submission of this Tender
- expiry of at least 21 days written notice to terminate this Tender given by us.

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive.

We agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under Clause 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

We agree that if, at the date of the Contract formed by the acceptance of this Tender, we have in place Annual Aggregate Insurance:

(a) we shall monitor the EU and UK market at no longer than yearly intervals to establish whether (i) the Each and Every Insurance, or (ii) better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal, can be obtained at the Increased Premium Rates; and

(b) if the Each and Every Insurance:

(i) becomes available to us at the Increased Premium Rates; or
(ii) is not available (or not available to us at the Increased Premium Rates) but better cover than the Annual Aggregate Insurance in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal becomes available to us at the Increased Premium Rates,

we shall immediately effect such available cover (subject to having obtained your prior written approval, such approval not to be unreasonably withheld or delayed) and notify you in writing within seven days that we have so effected the cover.

For the purposes of this Tender,

the "**Increased Premium Rates**" means premium rates that do not exceed 125% of the premium rates payable by us for cover on an annual aggregate basis at the time of the applicable annual renewal PROVIDED THAT any difference between (i) premium rates for cover on an annual aggregate basis and (ii) premium rates for the Required Insurance or better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal (whichever is applicable), is not due to any act, omission, default, claim, notice of claim, negligence or otherwise of or against us;

"**Each and Every Insurance**" means professional indemnity insurance on an each and every claim basis at the level set out in the Schedule; and

"**Annual Aggregate Insurance**" means professional indemnity insurance on an annual aggregate 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 PARTICULARS[1]

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	Kilkenny County Council
Telephone	0567794000
Mobile	
Email	info@kilkennycoco.ie

	Client's Representative
Name	David Tynan
Telephone	0567794934
Mobile	
Email	david.tynan@kilkennycoco.ie

	Consultant
Name	
Telephone	
Mobile	
Email	

[1] *Completed by the Client*

	Consultant's Representative
Name	
Telephone	
Mobile	
Email	

2 Project

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

1. Letter of Acceptance
including any agreed record of any relevant post tender clarifications
2. Pricing Schedule
as contained in the Form of Tender
3. Service Requirements
As outlined in Technical Consultancy Services Design Brief for Kilkenny City Centre Vibrant Streets East

4. Form of tender and Schedule

5. Agreement and Standard Conditions of Egagement for Consultancy Services (Technical)

6. Any post-tender clarifications

7. Where rerquired, collatoral warranties from Sub Consultants

2. PERFORMANCE

12 Consultant has no authority –

to make any Change Order with an extra value above:	€ 2000 exclusive of VAT
to make Change Orders in any three month period with a cumulative extra value above:	€ 10000 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).

Client/Client Represenative to be informed of any change orders as soon as possible

17 Limit of Liability

The Liability Cap is:	€ 1,250,000 /1,500,000(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;

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

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
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence. The conditions provide for claims for breach of professional duty or civil liability as well as negligence. The jurisdiction in which claims can be lodged and settled includes IRELAND	Each and every claim or series of claims arising out of the same originating cause[3] €1,250,000 *OR* Per claim and limited in the Annual Aggregate[4] €1,500,000	2.0% of gross fee turnover, or €5,000 whichever is greater	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.
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 6,500,000	€ 500,000	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 13,000,000	None	From start to completion of the Services.
Insurance of plans, documents	€ N/A	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.

[3] The Each and Every Insurance for the purpose of the Tender
[4] The Annual Aggregate Insurance for the purpose of the Tender

7. COORDINATION

5 Facilities from the Client

Facility for client meetings available in Kilkenny County Council Offices, subject to pre-booking.

6 Client's resident staff

Client Resident Staff and his/her nominees.

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 specified in the European Communites (Late Payment in Commerical Transactions) Regulations 2012 p.a[5].

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	All documents produced during the commission

14 Licence

Client may use Consultant's design etc. for –

Individual projects:	Kilkenny City Centre Vibrant Streets East
Types of project:	Any Kilkenny County Council project or plan that might be affected by the scheme. Similar Projects.

15 Fees [if any]

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

18 Publicity

Consent to publicity is required from both the Client and the Consultant.

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

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

(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

Engineers Ireland Conciliation

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).

SCHEDULE B: CONSULTANT'S SERVICES AND FEES

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for Whole Stages for Stages (ii) to (v) 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]

Lump Sum:

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]**
Refer to item (i a) 1 in Schedule B: Annex 1	.5	Appointment as PSDP execution of preliminaries	100		0
Refer to item (i a) 2 in Schedule B: Annex 1	.5	Scheme familiarisation	0		0

STAGE SERVICES

Stage (ii) Design					
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	Complete fields for whole Stage OR for Sub-Stages, below.		%		%

Sub-Stage (ii a) Design (Associated Works, Surveys, Option Selection & Cost Estimation)					
Refer to item (ii a) 1 in Schedule B: Annex 1	1.5	All Specialty Surveys & Utility Investigations Completed	15		5
Sub-Stage (ii b)					
Refer to item (ii b) 1 in Schedule B: Annex 1	2	Preliminary Design Options (Min. 3) & Updated PBC Approved	40		2.5
Refer to item (ii b) 2 in Schedule B: Annex 1	3	Part 8 Planning Application Documentation including NIS	35		5
Sub-Stage (ii c)					
Refer to item (ii c) 1 in Schedule B: Annex 1	3	Public Consultation findings report	10		5

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]
Refer to item (iii) 1 in Schedule B: Annex 1	5.5	Detailed Design Complete & Pre-Tender FBC Approved	40		5
Refer to item (iii) 2 in Schedule B: Annex 1	7.5	Tender Process Finalised & Gateway 3 Departmental Sign-off Secured	60		5

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]
Refer to item (iv) 1 in Schedule B: Annex 1	8.5	September 2027 Main Contractor Site Mobilisation	5		1
Refer to item (iv) 2 in Schedule B: Annex 1	19	Construction Quarterly Progress & Financial Reporting	10		5
Refer to item (iv) 3 in Schedule B: Annex 1	30	Civil Works Streetscape Substantially Complete	67.5		5
Refer to item (iv) 4 in Schedule B: Annex 1	32	Snagging & Scheme Fully Open to Traffic	10		5
Refer to item (iv) 5 in Schedule B: Annex 1	32	Defects management	5		5
Refer to item (iv) 6 in Schedule B: Annex 1	32	Stage 3 RSA Completed	2.5		1

STAGE SERVICES

Stage (v) Handover of Works					
STAGE SERVICES	Performance Period from permission to start [4.4] (days)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
Refer to item (v) 1 in Schedule B: Annex 1	33	Defects Liability Resolution, Safety File Handover & DHLGH Project Completion Report Submitted	80		5
Refer to item (v) 2 in Schedule B: Annex 1	34	Final Financial Account Reconciliation Signed	10		5
Refer to item (v) 3 in Schedule B: Annex 1	38	Stage 4 RSA Resolved & Certified	10		5
Refer to item (v) 4 in Schedule B: Annex 1	44	Final defects period liability resolution			

DETAILS OF STAGE SERVICES REFERRED TO ABOVE

All stages and sub-stages:

1. Candidates should include in their lump sum fee for each Stage the time required for attendance at all progress meetings, monthly progress steering meetings and any ad-hoc liaison meetings and all other meetings described in Schedule B: Stage Services as required throughout the commission and the Consultant shall be represented by appropriate staff at these meetings.

2. Candidates should include in their lump sum fee for each Stage the cost of expenses i.e. printing, travel, phone calls (mobiles or otherwise), hotel expenses, subsistence in connection with work undertaken at each Stage.

3. Candidates should include in their Lump Sum Fee for the supply, installation, operation and maintenance of all computers, computer services, hardware and software required by the Consultant to deliver the services as described in Schedule B: Stage Services together with all associated consumables

4. Any unusual expenses shall be brought to the attention of the Contracting Authority and agreed in advance with the Contracting Authority, and shall be reimbursable upon furnishing vouched evidence that such expenses were properly and necessarily incurred. If the Candidate is aware of any circumstances that he believes might entitle him to additional expenses then he is obliged to bring this to the attention of the Contracting Authority before submitting his tender.

5. Candidates should note that the Candidate will be required to undertake consultations to facilitate the development, assessment and promotion of the Works and will, in the development of the project, be responsible for the continuation of the consultations with the various bodies consulted at previous stages and with other relevant authorities

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	
Senior Civil Engineer	
Project Design Engineer	
Employer's Representative	
Resident Engineer	
Technician	
Administrator	
Quantity Surveyor	
Lighting Design Consultant	
Urban Streetscape/Landscape Architect	
Project Supervisor Design Process (PSDP)	

MANAGEMENT SERVICES

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

REPORTING		
Timing	**Contents**	**Method**
Within one week of project start	Confirmation of key team members including commitments, change in commitments. Methods of changing any key team members: Any proposed changes to key personnel will require an application in writing to the client for approval accompanied by full details of proposed replacement. The client may reject such a proposal. Programme showing planned progress Method for implementing other services below	To be delivered via email to the client representative
Monthly, three working days before scheduled monthly meetings	Updates highlighting all changes from previous contents. Updated programme to clearly identify all key milestones and dates including loss or gains over preceding month with reasons and rectifying measures Design Issues Information Required Minutes of meetings Quarterly updates during construction phase as per the DHLGH Towns and Cities Regeneration Investment Fund - Guidance Note including Progress Report and Contract Works,Financial Report, Details of emerging risks	Monthly updates to be delivered via email to the client representative. Quarterly updates to be delivered in a PDF report format to the client to submit to the DHLGH.

TRANSFERS [3]		
Timing	**Contents**	**Method**

COMMUNICATIONS [6]		
Timing	**Contents**	**Method**
As required		By email between nominees set down at clause 1
As required		Tasks assigned to the parties to be notified by action listing on the minutes of the Progress Meetings. Consultant to prepare minutes of all meetings

COORDINATION [7]		
Timing	**Contents**	**Method**
Monthly (see method)		Attendance at monthly progress meetings. Consultant to maintain record of all meetings and prepare minutes of all meetings
As required		Liaision with statutory bodies, non statutory bodies, utility providers, landowners and Occupiers, landowner's and occupiers representatives and interested parties, including attendance at meetings and recording of minutes. Allow for attendance at public meetings and briefing of Local Authority Members. Preparation of drawings and displays for any such meetings. Working with teams from other organisations during the process
Every Quarter	Construction Stage	Progress Report and Contract Works,Financial Report, Details of emerging risks

COOPERATION [8]		
Timing	**Contents**	**Method**
As required		Responsibility of the nominees to direct their respective staff to fulfill their roles
As required		Participate in workshops to deal with any adversarial issues which may arise during the performance period (Assume 2 workshops required)
Monthly	Client/Design Team	Progress Report and Progress Meeting

PAYMENTS [9]		
Timing	**Contents**	**Method**
Notification required at least 2 weeks in advance of required payment date		Written by e-mail or letter to Client's representative.
As per Schedule B		Payments will be linked to the successful completion of each stage or sub-stage, including the sucessful deilvery of milestones.
Requests for advance sanction of special disbursements (clause 9.4)	Details, estimates etc	Written requests to be lodged with the client, detailing costs and reasons, not less than one week before decision is required in accordance with the programme. Client will consider any request for payment based on its merits and provide a writtent response.

CLIENT'S CHANGES [11]		
Timing	**Contents**	**Method**
As required	Client may provide written statement of the scope of proposed changes, seeking a costed proposal from the consultant on the matters coverered in clause 10 within a stated time	To be delivered via email
Consultant must respond to the requried proposal within the stated time	Costed proposal to use rates included for personnel in the original tender	To be delivered via email
Client must respond to the proposal within one week of receiving it	Client to endorse or reject the change proposal with amendments, at his/her discretion. Client may instruct a Change in accordance with Clause 11.	To be delivered via email

TERMINATION [14]		
Timing	**Contents**	**Method**
As per clause 14.10-14	Consultant to prepare a comprehensive Handover Report covering all contract obligations on termination	Written Report
As per Standard Conditions of Engagement		Refer to section 14 of the Conditions of Engagement for Consultancy Services.

ALERTS, FOLLOW UP		
Timing	**Contents**	**Method**
Conflict of Interest [2.29]	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].	To be delivered via email. Written report within 2 working days of the circumstances becoming apparent.
From Consultant to Client as soon as aware likely	Circumstances likely to require change in agreed scope of works	To be delivered via email. Written report within 2 working days of the circumstances becoming apparent.
From Consultant to Client as soon as aware likely	Insurance Default. Information/Access/ Assistance urgently needed	To be delivered via email. Written report within 2 working days of the circumstances becoming apparent.