

Dated

2010

- (1) NORTH EAST LINCOLNSHIRE COUNCIL
- (2) BALFOUR BEATTY WORKPLACE LIMITED

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Architectural Consultancy Schedule  
Schedule 30

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## **Appendices**

1. **Definitions**

- 1.1 Terms used in this **Schedule 30** (Architectural Consultancy Service Information) shall have the meaning given to them in **clause 1** of this Agreement (Definitions and Interpretation) and if not defined in **clause 1** of this Agreement shall have the meanings given to them in this **paragraph 1.1**.

In this **Schedule 30** (Architectural Consultancy Service Information), unless otherwise stated, references to "paragraph" and "Parts" shall be to paragraphs or Parts of this **Schedule 30** (Architectural Consultancy Service Information).

The following terms shall have the following meanings in this **Schedule 30**

<b>"ABEng"</b>	the Associate of the Association of Building Engineers;
<b>"AMP"</b>	the Asset Management Plan;
<b>"BREEAM"</b>	the BRE Environmental Assessment Method;
<b>"Building Control"</b>	the Council's partnership with East Lindsey District Council (LINCS Building Consultancy) or where appropriate a similar or equivalent organisation;
<b>"Building Maintenance Unit"</b>	the unit within the Architectural Consultancy Service which has primary responsibility for the building work;
<b>"Capital Works"</b>	the works associated with the delivery of the capital programme;
<b>"CIBSE"</b>	the Chartered Institute of Building Services Engineers;
<b>"CDM"</b>	the Construction (Design and Management) Regulations 2007;
<b>"CDM Co-ordinator Services"</b>	the services set out in paragraph 3.2.22 of this Schedule;
<b>"Corporate Safety Standard for the Management &amp; Control of Asbestos"</b>	the Council's standard for the management of asbestos containing materials within its property portfolio;
<b>"Contract Procedure Rules" or "CPR"</b>	means the Contract Procedure Rules - the Council's procedures for ensuring procurement regulations are adhered to set out in <b>Schedule 3</b> (Delegation Protocol);
<b>"Cleethorpes IDP"</b>	Cleethorpes Integrated Development Plan;
<b>"Clerk of Works Services"</b>	the services set out in paragraph 3.2.16 of this Schedule;

<b>"Council's Programme"</b>	<b>Capital</b>	the programme of works associated with the delivery of the Council's Capital budget for building construction projects;
<b>"DDA"</b>		the Disability Discrimination Act 1995;
<b>"ERA"</b>		the Economic Regeneration Agency;
<b>"ICW"</b>		the Institute of Clerk of Works of Great Britain;
<b>"IEE"</b>		the Institute of Electrical Engineers;
<b>"IENG"</b>		a person recognised as an Incorporated Engineer as defined by the Engineering Council UK;
<b>"LI"</b>		the Landscape Institute;
<b>"New Horizons"</b>		the Council's Regenerations Strategy 2006 - 2022;
<b>"N.P.I."</b>		the Normalised Energy Performance Indicators;
<b>"Planned Preventative Maintenance Programme"</b>		the programme prepared by the Council to carry out planned preventive maintenance requirements on all properties where the Council acts as tenant or landlord;
<b>"Plant"</b>		the infrastructure, buildings, fixed and immovable equipment and systems installed pursuant to the Building Contract (excluding equipment) as replaced from time to time;
<b>"RIBA"</b>		the Royal Institute of British Architects;
<b>"RICS"</b>		the Royal Institute of Chartered Surveyors;
<b>"Standing Orders"</b>		the procedures for regulating various Council proceedings and business as set out in Part 4 of the Council's constitution dated 2009 and as amended from time to time;
<b>"TEAM"</b>		the brand name for the Energy Auditing Agency who produce the energy monitoring software;
<b>"Yorkshire Forward"</b>		the Regional Development Agency (RDA) covering the Humber sub-region which includes the Borough.

## 2. **Overview of the Service**

### 2.1 Outcomes

In delivering the Architectural Service, the Partner shall deliver the following outcomes and performance standards:

#### **Service Quality and Value for Money**

- 2.1.1 improving the programme and project management within the Architectural Services so that a higher proportion of projects are delivered on time and on budget;

#### **Safe and Secure Communities**

- 2.1.2 ensuring that eligible major design projects are accredited through the Secure by Design process by the end of Year 3 and this process is maintained for the remainder of the Term.

## 3. **Service Scope, Required Outputs & Process**

- 3.1 The Partner shall provide a design service from concept design, through to full design, to completion of projects.

- 3.1.1 The architectural design and contract administration service which shall include:-

- 3.1.1.1 full range of architectural design services;
- 3.1.1.2 mechanical and electrical building services engineering design;
- 3.1.1.3 energy management and monitoring (excluding housing);
- 3.1.1.4 landscape design;
- 3.1.1.5 structural design;
- 3.1.1.6 Clerk of Works; and
- 3.1.1.7 acting as CDM co-ordinator.

- 3.1.2 Quantity Surveying service including contract and construction procurement which shall include providing the following services:

- 3.1.2.1 Feasibility Estimates;
- 3.1.2.2 Cost Comparison Exercises;
- 3.1.2.3 Assessment of Procurement Routes;

- 3.1.2.4 Preparation of Tender Documents;
- 3.1.2.5 Tender Evaluation Reports;
- 3.1.2.6 Interim Payments;
- 3.1.2.7 Financial Statements; and
- 3.1.2.8 Final Account Compilation including Agreement of Valuations and Dispute Resolution.

Through the provision of the Architectural Services, the Partner shall assist and support the Council in achieving the Council strategic aims as set out in this Schedule.

The Partner shall provide the Architectural Consultancy Services as detailed in this **Schedule 30**.

Ref	Activity
<b>3.2.1</b>	<p><b>Architectural Design (General)</b></p> <p>In performing the Architectural Consultancy Services, the Partner shall appoint a Head of Architectural Consultancy Services who shall be responsible for:</p> <ul style="list-style-type: none"> <li>• delivering a service to Council in accordance with Best Industry Practice; and</li> <li>• implementing a growth driven development plan to develop the professional, technical and administrative functions of Architectural Consultancy Services.</li> </ul> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>• provide the Architectural Consultancy Services, from concept and feasibility up to and including all post completion duties, to the Council, individual Schools and third parties;</li> <li>• support the delivery of the Council's capital programme through the provision of advice on design and building services installation;</li> <li>• procure landscape projects either as lead discipline or as a member of a multi-disciplinary project team; and</li> <li>• be appropriately structured and resourced to allow staff to concentrate on their core skills and competencies whilst still providing the broader service delivery to the Council.</li> </ul>

Ref	Activity
3.2.2	<p data-bbox="362 191 821 218"><b>Growth of Architectural Services</b></p> <p data-bbox="362 260 1351 365">The Partner shall use its reasonable endeavours to expand the Architectural Consultancy Service in North East Lincolnshire within the target markets as set out below:</p> <ul data-bbox="362 407 1351 764" style="list-style-type: none"> <li data-bbox="362 407 1351 480">• operating companies including Transform Schools (the Partner BSF / PFI Vehicle); and</li> <li data-bbox="362 512 1351 764">• through other public sector organisations (including other Councils, schools) and private sector organisations including: <ul data-bbox="467 627 1351 764" style="list-style-type: none"> <li data-bbox="467 627 1351 663">• Construction Companies; and</li> <li data-bbox="467 695 1351 764">• Other design practices (offering capacity to manage peaks in workflow demand).</li> </ul> </li> </ul>
3.2.3	<p data-bbox="362 806 954 833"><b><i>Community and stakeholder consultation-</i></b></p> <p data-bbox="362 907 1351 970">The Partner will undertake community and stakeholder consultation programmes as required. The process will include:</p> <ul data-bbox="362 1012 1351 1379" style="list-style-type: none"> <li data-bbox="362 1012 1351 1117">• agreement of the consultation requirements of each aspect of the Services, including any capital and strategic projects, undertaken by the Partner with the Council;</li> <li data-bbox="362 1159 1351 1264">• the documentation and agreement of parameters of all consultation, including the detailed approach to be adopted and report the resulting findings; and</li> <li data-bbox="362 1306 1351 1379">• the involvement of the Council, its Officers and / or Members, in the appropriate consultation processes.</li> </ul> <p data-bbox="362 1421 1351 1526">For the avoidance of doubt, it is not anticipated that consultation will be undertaken on all aspects of all Services or Projects, only in respect of those Services or Projects which both Parties feel that consultation is necessary.</p>
3.2.4	<p data-bbox="362 1572 621 1600"><b>Feasibility Studies</b></p> <p data-bbox="362 1642 1351 1705">The Partner shall undertake feasibility studies in order to provide the Council with sufficient information to establish the feasibility of the scheme by:</p> <ul data-bbox="362 1747 1351 1925" style="list-style-type: none"> <li data-bbox="362 1747 1351 1820">• conducting such initial discussions as are reasonably required by the Council;</li> <li data-bbox="362 1852 1351 1925">• liaising with the Council to develop an outline brief for the feasibility study;</li> </ul>

Ref	Activity
	<ul style="list-style-type: none"> <li>distributing all relevant information to members of the design team for cost appraisal of the outline brief;</li> <li>establishing and providing details of the programme, full scope of work/brief, site conditions and ownership and any other relevant information to enable the Council to establish the feasibility of the scheme within its overall capital and/or revenue programme;</li> <li>providing such information requested by the Council to enable the quantity surveyor to carry out whole life cost appraisals (capital and running costs) for the intended life of the scheme;</li> <li>providing and collating such information necessary and any recommendations provided by members of the design team to enable the Council to determine how the project is going to proceed and the scheme's overall feasibility; and</li> <li>providing assistance where required to the Council at Cabinet meetings, council department meetings, public consultations, Government department meetings and any other relevant committee meetings necessary to gain approval for feasibility / final scheme development and funding.</li> </ul>
3.2.5	<p><b>Full Design Service (including all stages of feasibility work as detailed above plus Milestones 3 to 8)</b></p> <p>The Partner shall provide a full design service to the Council as detailed below:</p> <ul style="list-style-type: none"> <li>provide information to Lincs Building Consultancy or other relevant building control organisations for formal building regulations approval;</li> <li>act in accordance with all written approvals of design and funding which are obtained to ensure the progress of the planning process through to full planning approval including attending where required all relevant meetings and appeals as necessary, to resolve any issue. In addition the Partner shall obtain all other approvals necessary from statutory bodies (including road closures and land acquisitions) to ensure written approvals are received prior to commencement on site;</li> <li>provide a co-ordination role and/or participant role in design team meetings, to ensure clear distribution of information to all departments involved in the scheme. The Partner shall monitor the progress of all disciplines and costs throughout the design and tender preparation period and modify such design as necessary to</li> </ul>



Ref	Activity
	<p>maintain the budget (or obtaining prior approval for additional expenditure) and prepare and circulate meeting minutes;</p> <ul style="list-style-type: none"> <li>• provide procurement advice and programme advice to the Council or other representative and obtain approval to the agreed way forward;</li> <li>• provide advice to the Council in conjunction with other disciplines upon the selection of appropriate contractors to deliver the project;</li> <li>• provide all drawings, specifications, hazard assessment and/or Council requirements necessary for the quantity surveyor to prepare tender documentation and negotiate with the partner contractor, ensuring that the quantity surveyor is aware of all constraints and special requirements for the project;</li> <li>• provide advice to tenderers during the tender/cost negotiation period and answer all queries raised on information provided for pricing;</li> <li>• liaise with partner contractors during the development of the design where appropriate;</li> <li>• liaise with the Council prior to work commencing on occupied buildings to ensure all occupiers are aware of forthcoming building works. Ensure that up to date information regarding property ownership is available to contractors and inform any other agencies necessary of such works (including the police);</li> <li>• providing information for portfolio holder reports and briefings;</li> <li>• liaise with the quantity surveyor in relation to financial information including expenditure profiles;</li> <li>• provide advice if required to reduce costs / tenders which exceed the budget and prepare addendum drawings and specifications as required to allow the quantity surveyor to negotiate with the partner contractor / preferred tenderer as necessary;</li> <li>• co-ordinate and provide advice on the contractor's programme for the works and problems encountered on site during the contract. Chair pre-contract, progress and handover meetings for schemes;</li> <li>• comply with the Council's Health and Safety procedure in respect of Asbestos Management;</li> <li>• provide all necessary contractual certificates and paperwork required during the execution of a contract;</li> </ul>

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	<ul style="list-style-type: none"> <li>• provide advice to assist in agreeing final accounts with contractors;</li> <li>• provide a full set of as built drawings, guarantees and manuals to the Council;</li> <li>• provide information as required, to enable project performance to be monitored and input into the post contract assessment process;</li> <li>• liaise with the Council's ICT department when preparing their design to ensure proposals for distribution of data cabling are accommodated within the project;</li> <li>• provide all necessary surveys and calculations associated with the building services engineering design;</li> <li>• provide all necessary advice and information to the design team to accommodate the building services engineering design and installations within the project and obtain the best overall design solution; and</li> <li>• develop major design schemes with a view to seeking accreditation by Secure by Design.</li> </ul>
<b>3.2.6</b>	<p><b>General Support to Council Commissioned Design Projects</b></p> <p>The Partner shall support the Council in developing and achieving Council commissioned design project on the following basis:</p> <ul style="list-style-type: none"> <li>• where reasonably requested by the Council provide presentations to the Council's Members, Scrutiny, Cabinet and other organisations or groups to explain the Architectural Consultancy Services provided by the Partner;</li> <li>• advise and assist the Council in the preparation of lists of contractors for future construction projects other than for specific projects commissioned;</li> <li>• provide advice on alternative methods of procurement for groups of schemes and/or serial contracts;</li> <li>• promote as far as is reasonable the Council projects through publicity material, photographs and representing the Council at meetings and exhibitions;</li> <li>• provide technical material, as required, for funding bids;</li> <li>• attend, where reasonably required by the Council, any Council Member, Committee, senior officer visits to sites to explain and</li> </ul>

Ref	Activity
	<p>publicise the Architectural Consultancy Services and/or provide expert advice;</p> <ul style="list-style-type: none"> <li>• attend, where reasonably required by the Council, any public exhibitions or meetings either during or outside of normal working hours to publicise various Council activities or involvements;</li> <li>• attend public meetings either during or outside of normal working hours to assist on matters involving the Council;</li> <li>• provide advice on materials and specification;</li> <li>• provide, as reasonable requested by the Council, any miscellaneous advice, ad hoc professional and technical advice; and</li> <li>• respond to resident complaints and queries in line with the complaints procedure.</li> </ul> <p>In addition, the Partner will promote the use of innovation with the Council, Professional Advisors and Contractors in the design, procurement and construction of the Council's capital projects to deliver more innovative and cost effective long term solutions.</p>
3.2.7	<p><b>Additional Architectural Advisory Services</b></p> <p>Where required by the Council the Partner shall, perform any additional architectural advisory duties. Where the Partner can demonstrate that the requirement for additional duties from the Council requires additional resources that are in excess of those identified and committed in the SDP the Partner will notify the Council with a request for reprioritisation in accordance with <b>clause 28</b> (variation and change), <b>Schedule 5</b> (Change) <b>paragraph 4</b> (reprioritisation and change) to deliver these duties.</p> <p>The typical additional advisory duties within the Architectural Consultancy Service which the Partner shall be obliged to perform includes the following: -</p> <ul style="list-style-type: none"> <li>• provide advice during an adjudication and/or dispute process;</li> <li>• provide advice following insolvency of a contractor;</li> <li>• advise on amendments to contract documentation required as a result of case law, legislation, professional body recommendations or changes to the Council's policies and Standing Orders;</li> <li>• carry out comparisons of specific design data;</li> <li>• assist in the formulation of economic maintenance expenditure strategies in conjunction with the Council's Building Maintenance</li> </ul>

Ref	Activity
	<p>Unit;</p> <ul style="list-style-type: none"> <li>• assist in the preparation of tender documentation for specialist contracts;</li> <li>• investigate specific issues encountered in relation to design and/or construction problems and provide remedial advice;</li> <li>• advise Council Members on any matter that may arise relating to building issues other than for specific Projects commissioned; and</li> <li>• liaise with other services in connection with accidental or fire damage, assisting with and preparing schedules and contract documentation for reinstatement.</li> </ul>
<b>3.2.8</b>	<p><b>Building Services Engineering</b></p> <p>The Partner shall, where required also act on schemes, where the main focus relates to building services engineering, managing all duties that would typically be carried out by a full design team (as detailed in paragraphs 3.2.5 and 3.2.6 above) including lead discipline and financial control. The Building Services Engineering services provided will include:</p> <ul style="list-style-type: none"> <li>• Mechanical design;</li> <li>• Electrical Design; and</li> <li>• Public Health Engineering Design (drainage).</li> </ul>
<b>3.2.9</b>	<p><b>Structural Design</b></p> <p>The Partner shall provide structural engineering work within the design or planned maintenance projects. Such work shall include:</p> <ul style="list-style-type: none"> <li>• preparation of designs, calculations, drawings, and specifications for the structural aspects of architecturally designed building projects;</li> <li>• site inspection of buildings being constructed and attendance at site meetings;</li> <li>• provision of information to take account of the Construction (Design and Management) Regulations 2007; and</li> <li>• contract management</li> <li>• structural inspections of buildings; and</li> <li>• advice for the structural repair of buildings.</li> </ul>

Ref	Activity
<b>3.2.10</b>	<p><b>Landscape Design</b></p> <p>The Partner shall provide (either directly or via a third party) all services required by the Council relating to landscape design.</p>
<b>3.2.11</b>	<p><b>Design Requirements</b></p> <p>The Partner shall ensure that all designs and specifications shall provide satisfactory performance, be fit for the agreed purpose and be as safe as reasonably practicable during construction, use, maintenance and ultimate demolition, in accordance with the CDM Regulations 2007.</p> <p>The Partner shall ensure that the final Council brief concentrates only on the information necessary to enable the designers and contractor to develop the final solution to Council requirements.</p> <p>The Partner shall introduce an ISO 9001 accredited design quality management system which shall include four peer reviews to be carried out at the following stages:</p> <ul style="list-style-type: none"> <li>• feasibility;</li> <li>• pre-planning submission;</li> <li>• design development (pre production info stage); and</li> <li>• pre tender.</li> </ul> <p>The Partner shall review the designs against the following criteria at the reviews set out above:</p> <ul style="list-style-type: none"> <li>• Council's brief;</li> <li>• budget;</li> <li>• programme;</li> <li>• planning requirements;</li> <li>• any other statutory consultees;</li> <li>• any non statutory consultees;</li> <li>• design standards (including Building Bulletin 98); and</li> <li>• Best Industry Practice.</li> </ul>

Ref	Activity
	<p>The Partner shall conduct the reviews by a panel including:</p> <ul style="list-style-type: none"> <li>• Council representative;</li> <li>• A senior architect;</li> <li>• Project manager;</li> <li>• CDM co-ordinator;</li> <li>• senior quantity surveyor; and</li> <li>• Planning consultant.</li> </ul> <p>The Partner shall measure the outcome of the review through the following performance measures:</p> <ul style="list-style-type: none"> <li>• the satisfaction of the project commissioners with the service provided will be tracked through satisfaction surveys; and</li> <li>• for significant design projects the satisfaction with the resulting building and structure will be tested through satisfaction surveys.</li> </ul>
<b>3.2.12</b>	<p><b>Project Milestones</b></p> <p>The Partner shall ensure that the Capital Works progress in agreed stages, in accordance with the appropriate plan of work, agreed between the Partner and the Council prior to commencement of each Project.</p> <p>The stages are based on the RIBA outline plan of work as detailed in the table at <b>Appendix 3</b> of this <b>Schedule 30</b> (Architectural Consultancy Service), and as amended by RIBA from time to time.</p>
<b>3.2.13</b>	<p><b>Material Requirements</b></p> <p>The Partner shall ensure that all selected materials, products and building systems are “fit for purpose” and that partners and contractors product selection must be clarified with the project team before approval. Products used that are not deemed to satisfy any applicable health and safety legislation and applicable British Standard (BSI) or similar requirements will be rejected by the project team.</p>
<b>3.2.14</b>	<p><b>Workmanship Requirements</b></p> <p>The Partner shall ensure that all work complies with all relevant standards for quality. Where a specification or a code of practice has been issued or approved by the European Union at the time of a tender proposal, then all plant and materials, used or supplied, and all workmanship executed, shall</p>

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	<p>be in accordance with that standard.</p> <p>The Partner shall ensure that all work shall be of a standard appropriate to the contract in question and shall be fit for the purposes stated in or which can be reasonably inferred from the contractual or commissioning documents and shall be in accordance with Best Industry Practice.</p>
<b>3.2.15</b>	<p><b>Environmental Design Requirements</b></p> <p>The Partner shall ensure that it considers sustainability issues in all design and refurbishment work including reducing energy usage, reducing carbon footprints and using of energy from sustainable sources.</p> <p>In compliance with the obligation above, the Partner shall take into account the following:</p> <ul style="list-style-type: none"> <li>the Council's brief and/or requirements;</li> <li>the requirements of external funders (including RDA, DCSF); and</li> <li>the Project's budget.</li> </ul> <p>In delivering the Architectural Consultancy Service the Partner shall:</p> <ul style="list-style-type: none"> <li>bring Best Industry Practice in environmental and sustainable design in line with relevant industry standards or codes;</li> <li>achieve a standard equivalent to BREEAM rating of "Very Good" for larger projects (or exceed these standards as required); and</li> <li>reduce energy consumption and building maintenance and running costs.</li> </ul>

Ref.	Activity
<b>3.2.16</b>	<p><b>Clerk of Works Services</b></p> <p>The Partner shall, provide a full range of Clerk of Works Services across all types of projects, including building services engineering and landscape design. Where the Partner can demonstrate that the requirement for clerk of works from the Council requires additional resources that are in excess of those identified and committed in the SDP the Partner will notify the Council with a request for reprioritisation in accordance with <b>clause 28</b> (variation and change), <b>Schedule 5</b> (Change) <b>paragraph 4</b> (reprioritisation and change) to deliver these duties.</p>



Ref.	Activity
	<p>The Partner's main role in providing the Clerk of Work Services is to ensure compliance with project and contract specification and quality control on building sites on behalf of Councils.</p> <p>In the provision of the following Services the Partner shall within the design or planned maintenance projects):</p> <ul style="list-style-type: none"> <li>• provide preliminary visits to sites and provide advice on the accuracy of drawn information relating to site features, sewers and utilities positions, invert levels of drains and sewers, record fly tipping, access difficulties, effects of works on adjoining properties or existing building on the site, reporting any discrepancies to the relevant representative of the service in question;</li> <li>• liaise with tenants / occupiers on the site or in adjacent properties;</li> <li>• advise the design team on the practical nature of detail drawings/specifications and the integration of drawn, specified and measured information (including at pre contract and post contract site progress meetings);</li> <li>• provide a site presence during setting out, levelling and testing operations on site and maintenance of records of site operations on behalf of the Council;</li> <li>• provide quality control services, inspect materials/products delivered to site and all works executed to ensure compliance with contract documentation and report any non-compliance to the contract administrator and contractor;</li> <li>• provide accurate records of dates for completion of various elements of the works, relevant inspections and other relevant information;</li> <li>• maintain on site a copy of the contractors programme illustrating actual progress on site;</li> <li>• providing records for items of defective or hidden work for the information of the design team and Council and inspect service at completion stages, preparing schedules of defects for the Council contract administrator; and</li> <li>• providing assistance on site to the contractor to interpret drawings and other contract documentation, and Clerk of Works instructions in relation to the works covering urgent matters, forwarding</li> </ul>



Ref.	Activity
	instructions to the Council contract administrator.
3.2.17	<p><b>QUANTITY SURVEYING AND CONSTRUCTION PROCUREMENT:</b></p> <p><b>Quantity Surveying (General Duties)</b></p> <p>The Partner shall provide a comprehensive quantity surveying service on projects of all sizes. Such service shall include making initial contact with the Council, advising on the financial and procurement strategies, project and financial management, completing project final accounts and settling contractual disputes.</p> <p>The Partner will promote the use of innovation with the Council, professional advisors and contractors in the design, procurement and construction of Council capital projects to deliver more innovative and cost effective long term solutions.</p> <p>In addition to the above, the Partner shall provide a leading role in delivery of the Council's 'Rethinking Construction' agenda including supporting and developing early contractor involvement, appraisals of performance and similar activities and open book accounting with contractors.</p> <p>The Partner shall contribute towards the management and successful implementation of the Council's work programmes and support the development of funding submissions through financial input including life cycle costings, estimates and profiling.</p>
3.2.18	<p><b>Overall Quantity Surveying Service</b></p> <p>When undertaking a feasibility study and providing cost estimates, the Partner shall:-</p> <ul style="list-style-type: none"> <li>• provide, in conjunction with other disciplines, early financial advice necessary to establish the feasibility of schemes within the Council's overall capital and revenue programme. This includes taking into consideration any site investigation costs and specialised design services, site remediation, asbestos removal and similar services and fee information from all disciplines (including statutory fees and charges);</li> <li>• provide as requested, in conjunction with other disciplines, whole life cost appraisals. This includes capital and running costs throughout the intended life of the scheme and advice on the best balance between capital and revenue expenditure;</li> <li>• provide such financial advice as may be necessary to obtain funding, including option appraisals, specification appraisals,</li> </ul>

Ref.	Activity
	<p>analyses and reports;</p> <ul style="list-style-type: none"> <li>provide detailed elemental cost plans, estimates or expenditure programmes. Comparing targets with budgets and expenditure forecasts, reporting variances to the design team and advising on remedial actions necessary. The Partner shall ensure that the Council is aware of the latest financial position during the design and procurement process; and</li> <li>undertake studies of the financial implications of the environmental impact of development proposals and land use changes, in conjunction with other professionals.</li> </ul>
3.2.19	<p><b>Quantity Surveying: Pre-contract stage:</b></p> <p>The Partner shall provide as part of the Architectural Service a comprehensive quantity surveying service at the pre-contract stage of a project which shall include:</p> <ul style="list-style-type: none"> <li>cost planning of projects from total build cost to detailed elemental cost plans;</li> <li>feasibility studies and option appraisals for projects ranging from individual minor works to major strategic programmes of multiple building projects;</li> <li>provide expert advice, information and identify the scope of the work required and develop project programmes in consultation with the Council;</li> <li>develop cost estimates ranging from feasibility studies to detailed cost models;</li> <li>provide procurement strategies through ascertaining and implementing appropriate procurement routes based on individual project requirements in accordance with the CPR;</li> <li>prepare tender documentation, ensuring compliance with CPR; and</li> <li>provide support for specific funding bids and initiatives, through the provision of financial information, estimates, expenditure profiles and other relevant information.</li> </ul>
3.2.20	<p><b>Quantity Surveying: Post contract stage</b></p> <p>Following execution of contracts in respect of a particular project, the Partner shall:</p>

Ref.	Activity
	<ul style="list-style-type: none"> <li>• compile the contract documentation including priced tenders, drawings, proof of insurance, contract forms and other relevant information;</li> <li>• evaluate tenders in accordance with the evaluation criteria set out in the tender documentation and the CPR and preparing and submitting appropriate reports and recommendations to the Council for approval;</li> <li>• provide contract and financial management to keep projects within agreed finances;</li> <li>• validate and certify account payments on building projects;</li> <li>• avoid disputes and resolve any unavoidable disputes through appropriate contractual actions; and</li> <li>• prepare and agree final accounts.</li> <li>• provide assistance to other members of the design / project team during the design and construction process to ensure that the scheme is delivered to programme and in accordance with the expenditure plans of the Council Department and within the financial controls or limitations of the Council;</li> <li>• provide at monthly intervals or as necessary, financial statements, current and future expenditure for the project throughout the life of the design and construction process (including from inception to completion and final account);</li> <li>• providing procurement advice to the contract administrator, including selection of forms of contract most suited to the project;</li> <li>• provide the tenderers with all tender documentation for projects, including bills of quantities, specifications, together with drawings and specifications from other disciplines. Ensure all special requirements for the project are incorporated;</li> <li>• provide advice to tenderers during the tender period, answering queries raised on tender documentation;</li> <li>• liaise with partner contractors during design development, the preparation of contract documents and during establishment of the target cost;</li> <li>• provide all necessary financial information for reports to the Council and funding providers for the acceptance of preferred tenders,</li> </ul>

Ref.	Activity
	<p>acceptance of target costs and programmes;</p> <ul style="list-style-type: none"> <li>• provide financial support to the design team at pre start and for the project progress meetings;</li> <li>• provide interim valuations in accordance with the contract, completing certification of same and forwarding for approval, ensuring all information relating to adjustments and amounts withheld are included;</li> <li>• provide and agreeing final accounts with contractors, and certifying final payments; and</li> <li>• provide information, as required, to monitor project performance.</li> </ul>
3.2.21	<p><b>Quantity Surveying - Additional Duties</b></p> <p>If requested by the Council, the Partner shall, provide the additional quantity surveying duties. Where the Partner can demonstrate that the requirement for additional duties from the Council requires additional resources that are in excess of those identified and committed in the SDP the Partner will notify the Council with a request for reprioritisation in accordance with <b>clause 28</b> (variation and change), <b>Schedule 5</b> (Change) <b>paragraph 4</b> (reprioritisation and change) to deliver these duties.</p> <p>Typical additional duties shall include: -</p> <ul style="list-style-type: none"> <li>• providing financial advice during an adjudication and/or dispute process;</li> <li>• providing financial and procurement advice following insolvency of a contractor;</li> <li>• providing miscellaneous advice, ad hoc professional and technical advice (on issues which are not readily definable as a project);</li> <li>• presenting, explaining and justifying of any of the services to the Council's Members, Cabinet and other organisations or groups, as required;</li> <li>• advising on revisions to standard contract documentation as a result of legal case law, government legislation, professional body recommendations, the Council's policies or Standing Orders, or general good practice;</li> <li>• preparing tender documentation for specialist contracts, examine</li> </ul>

Ref.	Activity
	<p>and report on tenders, provide post contract services;</p> <ul style="list-style-type: none"> <li>advising on alternative methods of procurement for groups of schemes or serial contracts;</li> <li>liaising with surveyors and architects in connection with accidental or fire damage giving rise to an insurance claim and preparing estimates, schedules and contract documentation for reinstatement;</li> <li>promoting the Council through publicity material, photographs and representing the Council at meetings and exhibitions;</li> <li>attending Member, Committee and Senior Officer visits to sites to explain and publicise work carried out;</li> <li>attending public exhibitions and meetings, in or out of normal working hours, to publicise Council or associated activities;</li> <li>attending Member and Cabinet meetings or visits to proposed sites where specialist knowledge is considered helpful in resolving issues, in addition to those previously specified; and</li> <li>advising Council Members on any matter that may arise relating to building finance issues other than for specific projects commissioned.</li> </ul>
<b>3.2.22</b>	<p><b>CDM Coordinator Services</b></p> <p>Where required by the Council the Partner shall provide a range of CDM Co-ordinator Services (or procure these services where practicable) across all types of building construction projects. The duties will include providing advice in relation to the Construction (Design and Management) Regulations 2007 and providing all duties in accordance with the same Regulations.</p>
<b>3.2.23</b>	<p><b>Contract and Construction Procurement</b></p> <p>The Partner will review the approach to construction procurement with a view to:</p> <ul style="list-style-type: none"> <li>reducing the time and cost of procuring construction works; and</li> <li>improving Value For Money whilst taking into account the Council's desire to maximise the benefits of construction spend within the local economy.</li> </ul> <p>The Partner shall report the findings of the review to the Council, this may</p>

Ref.	Activity
	<p>include the option to replace the current Standing List of Approved Contractors with a construction framework agreement with contractors to achieve these obligations. If the construction framework agreement is accepted the Partner shall procure, implement and manage the delivery in accordance with the Council's Contract Procedure Rules.</p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>• provide services including, the preparation, maintenance and operation of the Council's list of approved contractors and consultants ("Standing List of Approved Contractors"), appointment of external contractors and consultants, ensuring compliance with the Council Contract Procedure Rules, commissioning of in-house and private projects, fee account preparation and management, Council liaison, budget monitoring, contractor and consultant performance assessment and Council satisfaction;</li> <li>• prepare, maintain and operate the Council's construction related Standing List of Approved Contractors, to prepare project tender lists;</li> <li>• review and monitor contractor and consultant performance, quality and financial assessments for inclusion on the Standing List of Approved Contractors;</li> <li>• collate Post Contract Performance Assessments of contractor, consultant and Council for performance management information;</li> <li>• project commissioning both from the Council and third parties;</li> <li>• gather and process performance management data relating to building and construction projects;</li> <li>• appoint and manage external consultants.</li> <li>• liaise with the Council to provide feedback for continuous improvement targets and action plans.</li> <li>• agree fee levels, establish commissions and incorporate into the monitoring and trading account systems.</li> </ul> <p>The Partner shall implement the Council's Contract Procedure Rules in regard to tendering and post contract assessment ensuring that all necessary procedures are followed by staff within the Architectural Consultancy Service.</p>



#### 4. **Systems**

- 4.1 The Council's current Architectural Consultancy Service uses the following systems:

<b>System Name</b>	<b>Function</b>	<b>Licensed / Owned</b>
NBS	Project management package	Council
TEAM	Energy	Council
AUTOCAD	Design	Council
MASTERBILL	QS	Council
TRIBAL	Property Management data base	Council
SCMS	Procurement / Standing Lists	Council
REVITE	Architectural design package for design project concepts	Council

- 4.2 Use of the above systems is not a mandatory ongoing requirement. The Partner may seek to improve the Architectural Consultancy Service and, subject to the agreed governance rules and prior written agreement of the Council, make its own investment decisions in order to meet the output targets.
- 4.3 The Partner shall comply with its obligations in respect of Systems, as set out in **clause 12.7** of this Agreement in line with the relevant SLA.

#### 5. **Service Volumes**

- 5.1 For volumes in relation to the Architectural Consultancy Services which are within the scope of this **Schedule 30** (Architectural Consultancy Services) see **Schedule 14** (Pricing).

#### 6. **Performance**

- 6.1 The Partner's performance in the delivery of the Architectural Consultancy Service shall be measured against a selection of appropriate statutory, national or local performance indicators.
- 6.2 In accordance with the Architectural Consultancy Service the Partner shall be responsible for collecting, submitting, commenting on, analysing and reporting all performance data and produce all relevant Performance Indicators.
- 6.3 The Partner shall monitor and report on the Key Performance Indicators and Performance Indicators contained in **Appendix 1**.

## 6.4 **Service Standards**

- 6.4.1 The Partner shall comply with its obligations under **clause 12.5.9** of this Agreement.
- 6.4.2 In the absence of any specification or code of practice referred to above, all Plant and materials used or specified, and all workmanship specified or executed, shall be in accordance with any specification or code of practice issued by the British Standards Institution, or equivalent national standards of another member state of the European Union, or equivalent international standards recognised in the United Kingdom.

## 7. **Legislation and Policy**

- 7.1 The Partner, in carrying out the Architectural Service, shall comply with its obligations in **clauses 6.2.5** (Services – General Provisions) and **76** (Laws, Policies and Related Matters) of this Agreement.
- 7.2 The parties agree that the following list of legislation is not an exhaustive list but is of particular relevance to the Architectural Service:
  - 7.2.1 The Education (School Premises) Regulations;
  - 7.2.2 Health and Safety at Work Act;
  - 7.2.3 Control of Substances Hazardous to Health (COSHH) Regulations;
  - 7.2.4 Control of Asbestos Regulations;
  - 7.2.5 Workplace (Health, Safety and Welfare) Regulations;
  - 7.2.6 The Construction (Design & Management) Regulations;
  - 7.2.7 Codes of Practice and British Standards;
  - 7.2.8 Building Regulations, Planning Permission and other relevant statutory legislation;
  - 7.2.9 Special Educational Needs and Disability Act;
  - 7.2.10 The Town and Country Planning Act;
  - 7.2.11 Planning and Compulsory Purchase Act;
  - 7.2.12 DfES Building Bulletins, Design Notes;
  - 7.2.13 The DDA. Approved Document Part M and BS8300. (Only applies in schools to areas of public access);
  - 7.2.14 RNIB Best Practice;



- 7.2.15 BREEAM;
- 7.2.16 BRE Digest Reports; and
- 7.2.17 Regulatory Reform (Fire Safety) Order.

## 8. **Service Availability and Response Times**

- 8.1 The Partner shall comply with the Council's Corporate Customer Services Standard which sets out response times for letters, phone calls, faxes, and other communications.
- 8.2 In delivering the Architectural Consultancy Service the Partner shall also comply with requests for service in a reasonable and timely manner.

## 9. **File Retention**

- 9.1 The Partner shall ensure that file retention is conducted in accordance with the Data Protection Act, the Council's Records Management Policy and Retention and Disposals Standards, and **clause 57** of this Agreement. As an indication for the Architectural Consultancy Service this means:

<b>File Type</b>	<b>Minimum Retention Period</b>
As built drawings	12 years
Construction / design specifications	12 years
Asbestos records	10 years for report / surveys / sampling. 40 years for anything medically related.
Financial records	12 years

## 10. **Interfaces and Role of the Council**

- 10.1 The Partner shall interface with the Council in accordance with **clause 34A** (Council Supplied Services), **Schedule 26** (Interfaces) and this **Schedule 30** (Architectural Consultancy Service)

## APPENDIX 1

### Part 1: Architectural Consultancy Performance Information KPIs and PIs

The following table sets out performance levels that relate to the Architectural Consultancy Service as set out in this **Schedule 30**, which the Partner shall achieve in each year of the Agreement. The definitions of measurement for each of the PIs and KPIs are set out in Part 2 of this appendix 1.

Ref	Old ref	Short description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
	Additional	End-users satisfaction with building design projects	80%	85%	90%	90%	90%	90%	90%	90%	90%	90%	90%
	Additional	Commissioners satisfaction in respect of design work completed by the Architectural Services team (Post Occupancy Evaluation and Building Project Review )	70%	75%	80%	90%	90%	90%	90%	90%	90%	90%	90%
	PMI 7B	Time predictability - post-contract: The % of projects where the actual time between commit to construct and available for use is within, or not more than 5% above, the time predicted at the commit to construct.	80%	85%	90%	90%	95%	95%	95%	95%	95%	95%	95%
	PMI 7D	Cost predictability - post-contract: The % of projects where the actual cost at available for use is within +/- 5% of the cost predicted at commit to construct	80%	85%	90%	90%	95%	95%	95%	95%	95%	95%	95%

## Part 2: Definitions of Performance Indicators

Where appropriate in the following two tables of definitions a PI or KPI may be defined by reference to the definition of a national PI. In such cases the definition for use in all parts of this Agreement will change from time to time as the national definition changes.

Ref	Short description	Definition
	End-users satisfaction with building design projects	<p>To be reported for all projects on the NELC estate including schools (but excluding housing) where the Architectural Services team is appointed to manage the entire commission to completion service (inc. design, cost management, and clerk of works)</p> <p>The proportion of end users (ie occupiers and visitors) of buildings which have undergone significant new build or refurbishment work who report that are satisfied or very satisfied with the completed work.</p>
	Commissioners satisfaction in respect of design work completed by the Architectural Services team (Post Occupancy Evaluation and Building Project Review )	<p>To be reported for all projects where the Architectural Services team is appointed to manage the entire commission to completion service (inc. design, cost management, and clerk of works)</p> <p>The proportion of commissioners (ie lead member of staff for Council, school or third parties) who report that are satisfied or very satisfied with the work undertaken by the Architectural Services team as part of the building project review</p>
	Time predictability - post-contract: The % of projects where the actual time between commit to construct and available for use is within, or not more than 5% above, the time predicted at the commit to construct.	<p>To be reported for all projects where the Architectural Services team is appointed to manage the entire commission to completion service (inc. design, cost management, and clerk of works)</p> <p>Commit to Construct – the point at which the client authorises the project team to start the construction of the project (ie at OGC Construction Gateway 3.2 “Decision Point 2” : between RIBA Stages H and J)</p> <p>Available for Use – the point at which the project is available for substantial occupancy or use. This may be in advance of the completion of the project (i.e. at OGC Construction Gateway 4 “Readiness for Service” : between RIBA Stages K and L).</p> <p>The predicted Available for Use date for projects may be adjusted where there is a change by the client in the design specification after the Commit to Construct stage. In these cases the revised Available for Use date will apply in the calculation of the PI.</p>
	Cost predictability - post-contract:	To be reported for all projects where the Architectural Services team is appointed to manage

Ref	Short description	Definition
	<p>The % of projects where the actual cost at available for use is within +/- 5% of the cost predicted at commit to construct</p>	<p>the entire commission to completion service (inc. design, cost management, and clerk of works)</p> <p>Commit to Construct – the point at which the client authorises the project team to start the construction of the project (ie at OGC Construction Gateway 3.2 “Decision Point 2” : between RIBA Stages H and J)</p> <p>Available for Use – the point at which the project is available for substantial occupancy or use. This may be in advance of the completion of the project (i.e. at OGC Construction Gateway 4 “Readiness for Service” : between RIBA Stages K and L).</p> <p>The Commit to Construct cost projection and the predicted Available for Use date for projects for projects may be adjusted will there is a change in the design specification after the Commit to Construct stage. In these cases the revised projection for actual costs will apply in the calculation of the PI.</p>

APPENDIX 3 RIBA Work Stage			Key Tasks
Preparation	A	Appraisal	<p>Identification of Council's needs and objectives, business case and possible constraints on development.</p> <p>Preparation of feasibility studies and assessment of options to enable the Council to decide whether to proceed.</p>
	B	Design Brief	<p>Development of initial statement of requirements into the Design Brief by or on behalf of the Council confirming key requirements and constraints.</p> <p>Identification of procurement method, procedures, organisational structure and range of consultants and others to be engaged for the project.</p>
Design	C	Concept	<p>Implementation of Design Brief and preparation of additional data.</p> <p>Preparation of Concept Design including outline proposals for structural and building services systems, outline specifications and preliminary cost plan.</p> <p>Review of procurement route.</p>
	D	Design Development	<p>Development of concept design to include structural and building services systems, updated outline specifications and cost plan.</p> <p>Completion of Project Brief.</p> <p><i>Application for detailed planning permission. (1)</i></p>
	E	Technical Design	<p>Preparation of technical design(s) and specifications, sufficient to co-ordinate components and elements of the project and information for statutory standards and construction safety.</p>
Pre-Construction	F	Production Information	<p>Preparation of production information in sufficient detail to enable a tender or tenders to be obtained.</p> <p><i>Application for statutory approvals. (2)</i></p> <p><i>Preparation of further information for construction required under the building contract. (3)</i></p>
	G	Tender Documentation	<p>Preparation and/or collation of tender documentation in sufficient detail to enable a tender or tenders to be obtained for the project.</p>
	H	Tender Action	<p><i>Identification and evaluation of potential contractors and/or specialists for the project. (4)</i></p> <p><i>Obtaining and appraising tenders; submission of recommendations to the Council. (5)</i></p>
Construction	J	Mobilisation	<p>Letting the building contract, appointing the contractor.</p> <p>Issuing of information to the contractor.</p> <p>Arranging site hand over to the contractor.</p>
	K	Construction to Practical Completion	<p>Administration of the building contract to Practical Completion.</p> <p>Provision to the contractor of further Information as and when reasonably required.</p> <p>Review of information provided by contractors and specialists.</p>
Use	L	Post Practical Completion	<p>Administration of the building contract after Practical Completion and making final inspections.</p> <p>Assisting building user during initial occupation period.</p> <p>Review of project performance in use.</p>

The RIBA work stages are provided for guidance. Where appropriate and agreed with the Council the activities detailed in each workstage may be planned and scheduled in accordance with the project requirements.