

Shetland *arts*

SHETLAND ARTS DEVELOPMENT AGENCY

Mareel

**New Cinema and Music Venue
Lerwick, Shetland**

Project Execution Plan – Construction Phase

Shetland Arts Development Agency
Toll Clock Centre
26 North Road
Lerwick
ZE1 0DE

Status - Final

Revision Log		
Revision	Date	Nature of Change
0	25.11.2008	Draft
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1. INTRODUCTION – THE PROJECT EXECUTION PLAN

1.1 Purpose

The Cinema and Music Venue project is being developed in support of the following aims:-

‘..to enhance the quality of services delivered to Shetland’s inhabitants through the procurement of goods, services and works that are fit for purpose, represent value for money and are delivered to the most appropriate, affordable and sustainable standards within national and European Procurement legislation.....’ Shetland Islands Council

‘to celebrate, promote and invest in the islands’ distinctive creativity, diverse culture, heritage and environment, and develop and promote them within Shetland and to the wider world.....’ Shetland Cultural Strategy

This Project Execution Plan (P.E.P) defines the framework for the successful implementation and completion of the project. It sets out the relationships and responsibilities of the parties involved and the procedures to be adopted to ensure completion safely, on time and to the agreed cost, quality and performance parameters.

This Project Execution Plan has been developed to deliver the construction phase of the project. A similar document has been developed to deliver the operational services provide by the project.

1.2 Scope

The P.E.P addresses the following fundamental aspects of the project:

- What is the project aiming to achieve?
- Why it is important to achieve the stated aims?
- Who will be involved in the project and their roles and responsibilities?

Project progress is intended to follow Figure 1.

The previous Project execution plan developed the project up to the Contract Award stage.

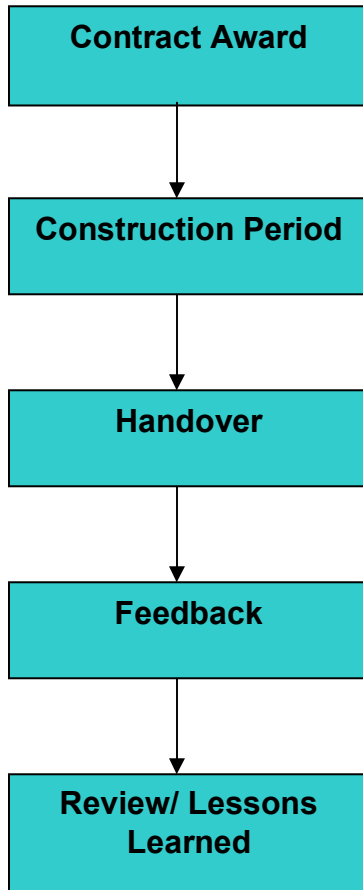
The PEP is not a contract document and no statement in the PEP can be held to supersede or over-rule the terms of any existing or future contacts between the parties involved in the project. It does not replace or substitute in any way the contractual responsibilities of the “parties” or the need for a “common sense” approach to problem solving which embraces co-operation as a first step to solving any difficulties.

1.3 Document Control

Whilst the main themes of the PEP will remain constant, specific details will need to be redefined as the project develops.

The evolution of this document, through revision and controlled re-issue, is the responsibility of the Project Sponsor.

Figure 1. Flowchart – Construction Phase



1.4 Project Name

Mareel - Cinema and Music Performance Venue

1.5 Project Objectives

There does not currently exist in Shetland a dedicated cinema and music performance venue.

- Existing facilities are inadequate to deliver the best quality service
- Existing cinema screening arrangements are inadequate
- There is a lack of appropriate rehearsal and recording space
- There is a need to develop the music and film industry in a professional context
- There is a need to provide educational facilities for music development
- There is a need for high quality facilities to attract visitors

The construction of the Mareel will serve the needs of the whole community via its outreach services, and provide opportunities for education, further education, and an entertainment programme catering for all ages and interests. In addition, it will provide economic opportunities through tourism, and the further development of the music industry.

A funding package of £12,112,203 has been secured from:

Shetland Islands Council	£5,190,000
European Structural Funds	£2,822,203
Scottish Arts Council Capital Lottery Fund	£2,120,000
Shetland Islands Council Development Committee	£965,000
Highlands & Islands Enterprise	£965,000
Gannochy Trust	£50,000

The general purpose of the new cinema and music facility is summarised below:

- The cinema and music venue should be located in Lerwick on a prominent and accessible site.
- The cinema and music venue should provide high quality facilities for watching films, listening to live music, developing understanding of media and music, encouraging the development of media and music professionals, and safe, enjoyable socialising.
- The cinema and music venue should serve the entire Shetland community. Outreach is seen as an integral part of the project.
- The cinema and music venue should provide social, educational, commercial, and artistic benefits for audiences, students, professional users, local businesses and visitors to Shetland.

- The cinema and music venue will feature excellent access for the disabled. Environmental concerns will inform the construction and operation of the centre.

1.6 Background (Project History)

	<p>CINEMA</p> <p>1989 Cinema at North Star closes. Shetland Film Club undertakes fortnightly screenings at Clickimin Centre annually September to April.</p> <p>1991 Shetland Film Club starts limited screenings of family/ popular films in Garrison and in country halls.</p> <p>1995 Filmobile Scotland begins visits to the Garrison to undertake screenings for Islesburgh Young Film Club, supported by Islesburgh.</p> <p>1996 New cinema steering group established by Shetland Arts Trust. A cinema feasibility study is carried out by Bryan Beattie Creative Services, which indicates that cinema could be viable. No publicly funded initiative encouraged, pending outcome of private commercial application to National Lottery.</p> <p>1999 National Lottery turns down private commercial application.</p> <p>2000 Islesburgh signs 5 year contract with Filmobile Scotland to screen films one weekend per month at the Garrison as 'stop gap' measure whilst other plans are prepared.</p>
	<p>MUSIC VENUE</p> <p>1997 Katherine Campbell produces 'Developing Music in Shetland', a report commissioned by Shetland Arts Trust, which notes the need for a proper infrastructure for music development, including a dedicated venue.</p> <p>1999 'Report on the Provision of a Multi-Purpose Venue' by David Gardner at Shetland Arts Trust. Shetland Arts Trust receives Scottish Arts Council Lottery Grant to undertake 3 year Music Development Project, David Gardner appointed as Music Development Officer.</p> <p>2000 'The Need and Potential for a Dedicated Music Venue in Lerwick' by David Gardner. Music Venue Steering Group set up under auspices of Shetland Arts Trust following public meeting at the Town Hall.</p>

	<p>Cinema and Music Venue</p>
<p>2000</p>	<p>Report prepared by J.Ron Inglis 'Developing Cinema in Shetland', commissioned by Shetland Arts Trust. SIC asks Council and Shetland Arts Trust to investigate the possibility of combining the two projects.</p>
<p>2001</p>	<p>'Feasibility Study for a Cinema and Music Venue in Shetland' prepared by J Ron Inglis, Mayfield Arts and Media, BDP Architects Glasgow and Dignan Read Dewar Architects Edinburgh recommends combining the two.</p>
<p>2003</p>	<p>SIC places project onto its Capital Spending Programme as an unfunded project. Project Team asked to investigate further opportunities for external funding. Scottish Arts Council indicates that Capital Lottery Fund will close for three years after April 2004. All applications to be received by October 2004.</p>
<p>2004</p>	<p>Report presented to CPMT and To SIC in June, SIC approves partnership funding in principle, following revision of original specification. Stage 1 application to the SAC National Lottery submitted in October.</p>
<p>2005</p>	<p>SAC approves Stage 1 Application in April, and offers £2.2m in principle, subject to successful Stage 2 Application, and the incorporation of a second screening facility. Project Team commissions an independent review of the Business Plan from Bryan Beattie and Steve Westbrook.</p>
<p>2006</p>	<p>January. Project invites 'expressions of interest' from potential lead consultants in accordance with EU procurement regulations. Tenders subsequently invited on a quality/ price basis. March. Beattie/ Westbrook review of the Business Case presented to SIC Services Cttee. May. Interviews held for lead consultants and Gareth Hoskins Associates appointed. August/ Sept. Series of public consultation meetings held with GHA. Design work commences.</p>
<p>2007</p>	<p>Design work. Fundraising</p>
<p>2008</p>	<p>Completion of funding package. Completion of Design Phase, construction information and tendering to Contractors. Tenders received. Higher scored Contractor DITT, Lerwick. Negotiations with DITT to bring costs and scope of the project within the project budget.</p>

1.7 Site

Land adjacent to the new Shetland Museum and Archive at the North Ness, Lerwick, Shetland.

This site was identified in the 2001 Feasibility Study as being the best suited for the purpose, following an assessment of other possible sites in Lerwick. Its proximity to the new Museum and Archive, and the opportunity for the development of new creative industries at the North Ness Business Park means that this part of the Lerwick waterfront can be developed as a 'cultural quarter' for the town. It also opens up many opportunities for co-programming and partnership work with the Museum and Archive. Siting the project in Lerwick will ensure that the building will attract passing business as well as audiences/ users making planned visits. Lerwick is the hub for the greater part of the public transport system and most Shetlanders will visit the town for shopping or business reasons during the year.

The site currently belongs to SLAP (Shetland Leasing and Properties) but will be sold to Shetland Arts Development Agency for the purpose of constructing 'Mareel'.

1.8 Project Development

Key stages of the project's development are outlined in the Project Programme, Appendix F. This PEP deals with stages J, K, L and M.

1.9 Constraints

The following factors have the potential to limit or control the design, construction and/ or execution of the project.

- Land acquisition
- Statutory Services provision
- Additional unforeseen costs arising
- Defined budget
- Oil tanks restrictions
- Museum access arrangements during the works
- Limited site area/ coastal location
- Weather
- Governance and availability of management
- Key design team members mainland based

1.10 Key Assumptions

- Finance is available to carry out the design and construction process.
- Parties to the project will make time available to fully participate in the project.

2. PROJECT STRUCTURE

2.1 Structure

It is intended that a team-working ethos be adopted on this project as far as possible to achieve common goals for the mutual benefit of all. It does not replace formal contracts of engagement or proper and appropriate management structures.

The project will be driven by the structure depicted in Figure 2 on next page.

Figure 2 Project Organisation Structure

Focus on construction

Focus on preparation to operate Mareel

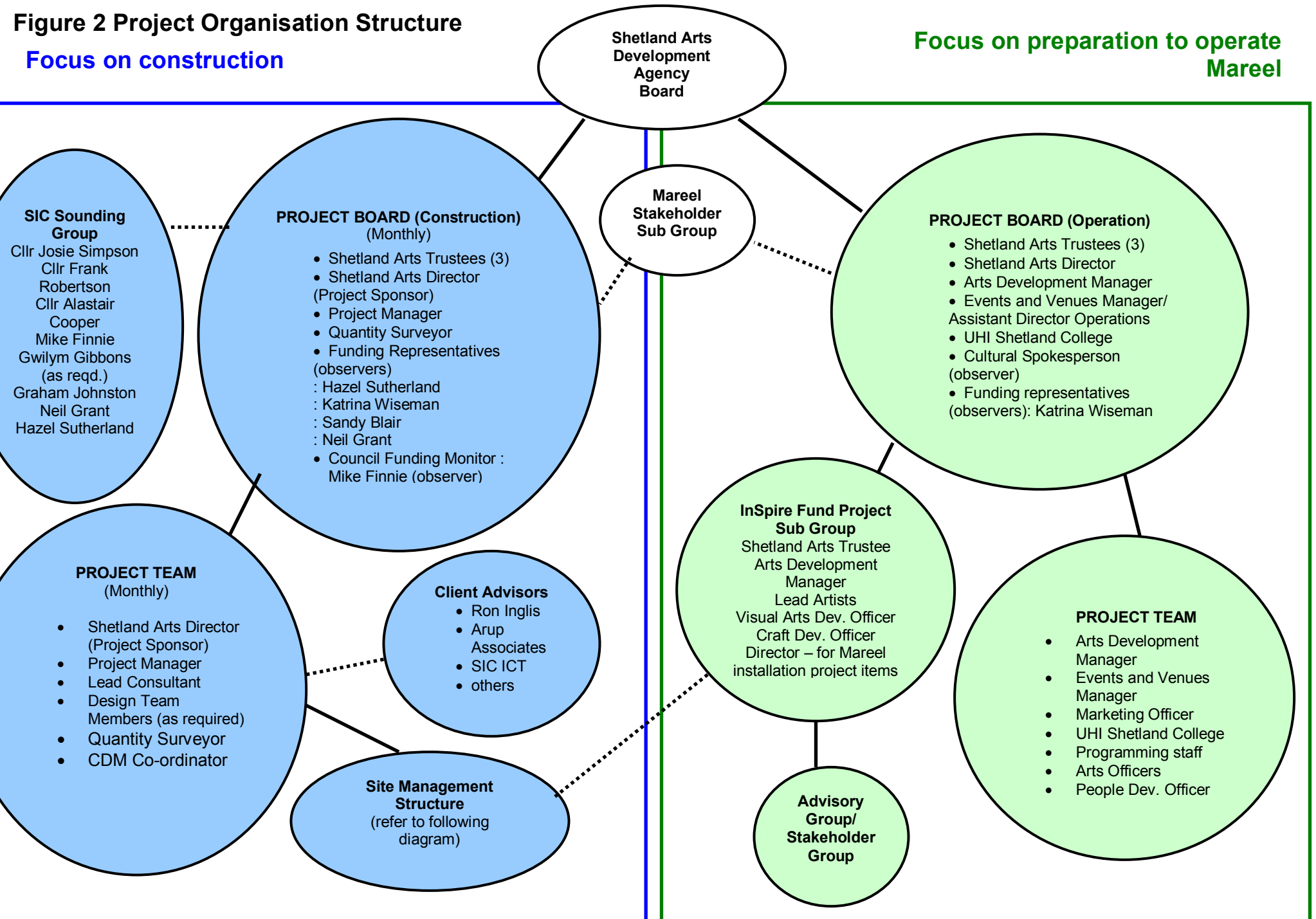
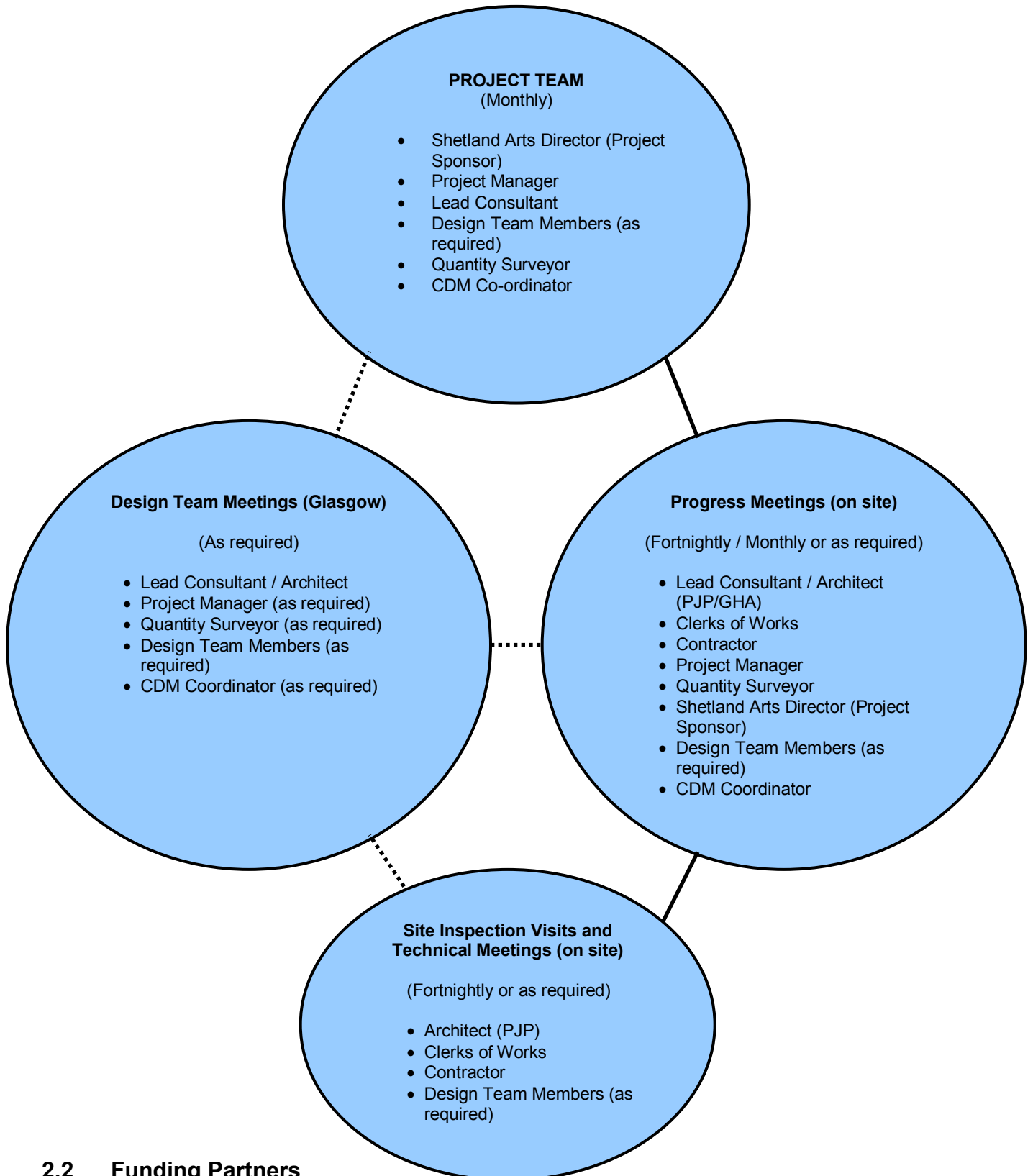


Figure 2 Project Organisation Structure (Continued)

Site Meeting/ Management Structure



2.2 Funding Partners

Shetland Arts Development Agency will be the final decision making authority and will ultimately approve or otherwise any project recommendations. The various funding parties will be provided with regular reports on progress, programme, cost

and quality highlighting any significant alterations made during the construction phase of the project.

2.3 Co-ordination & Communication

The Project Sponsor is responsible for ensuring that the Project Manager establishes project-specific communication processes between the design and construction team, including:

- When and what information will flow between parties;
- Contingency communication routes in the event of problems.

The Project Manager will be the focus of all construction related communication and on all matters that may have a material impact on the return of the project. This includes, but is not limited to, letters, minutes, certificates, notes of meetings and facsimiles and e-mails.

2.4 Meetings

The following meeting schedule (Figure 3) outlines the intended frequency and membership of meetings. This can be amended as the project evolves as long as all are aware and the PEP is updated accordingly. Agendas and minutes will be circulated to all attendees. The number and frequency of formal meetings and the list of regular attendees to each will be kept to the minimum required to ensure satisfactory reporting and action.

The Project Sponsor (Project Board, Project Team) and Project Manager (Design Team) will make all administrative arrangements including:

- The preparation and issuing of agendas – standard if possible
- Issue of reports/ Papers
- Meeting room/ Venue requirements
- Issue of minutes within a reasonable period after the meeting

It is recognised that non-routine meetings will also be required and are encouraged to discuss specific issues. The chairperson of such meetings will be nominated as the requirement occurs and parties to the project will be informed of relevant outcomes.

The risk, issue, and change logs should be consistently reviewed and monitored at progress meetings.

2.5 Informal Communication

Conversation either direct or by telephone between the parties involved will be encouraged to expedite progress of the project. However, the Project Manager must be made aware without delay of the content of the conversation, by telephone and then by written confirmation or sketch, if such discussion has an impact on the project or affects the cost and/ or the programme. It must be stressed that the

outcome of verbal communications at any level will not relieve the parties of their formal responsibilities.

2.6 Project Structure

The following table details the different boards and teams involved in the project together with their roles and the responsibilities of members.

See Project Directory for Board Members and Contact Details.

Figure 3

Meeting	Frequency	Remit	Responsibilities
SADA Board	As required – but at least monthly	<ul style="list-style-type: none"> • Decision making and approvals • Discuss progress to date • Resolve any major programme, quality or cost variances • Review strategic issues to ensure that original objectives are being met • Review Risks, Issues and Changes logs • Ensure adequate resources are available to manage the project 	<p>SADA Trustees</p> <ul style="list-style-type: none"> • To consider major changes to scope and budget of project and make recommendations to funders • To ensure governance is maintained through the project board representatives
Project Board	As required – but at least monthly	<ul style="list-style-type: none"> • Decision making and approvals • Discuss progress to date • Review Risks, Issues and Changes logs • Ensure effective communication and information sharing • Ensure adequate resources are available to manage the project • Ensure that the necessary reports are prepared and submitted to the various funding bodies and other agencies. • Manage and monitor the project in terms of its objectives, quality, cost and timescale. • Ensure that documentation and an audit trail is maintained for the project. • Ensure full consultation and involvement with all relevant stakeholders. • Lead public consultation and incorporate agreed issues from this process into project proposals. • Manage the project delivery and outcomes within the policies of Shetland Arts Development Agency and those of the various funding partners. • Ensure that Shetland Arts Development and the various funding partners are provided with all the necessary and proper 	<p>SADA Trustee Members</p> <ul style="list-style-type: none"> • To take part in project board as representatives of SADA • To take decision on major design changes, scope of project, cost, programme within the scope of the project and to define costs • To recommend any changes beyond this remit to SADA board • Ensure project governance is maintained and appropriate resources are available to the project <p>Project Sponsor</p> <ul style="list-style-type: none"> • Ensures management commitment to project. • Reports to Shetland Arts Development Agency Board. • Tracks project and changes which have any potential impact to the approvals from Shetland Arts or the funding bodies. • Takes account of the impact of project changes on service delivery. • Ensures changes in circumstances, particularly in exposure to risk, are evaluated and acted upon. • Ensures changes are transparent, properly reasoned and recorded.

		<p>professional advice from their own officers before decisions are made.</p> <ul style="list-style-type: none"> Establish a Project Team with the correct range of skills and sufficient time and resources available to ensure the completion of the project. 	<ul style="list-style-type: none"> Ensures the Project Brief/ terms of reference are amended to reflect any approved changes. Establishes roles and responsibilities within the Project Team with Project Manager. Reviews the project definition, design brief, service objectives and success criteria for the project in line with the construction project. Is an integral member of the Project Team and Project Board. Is visible to the senior management of the firms working on the project. On any disputes which occur between the sponsoring bodies. Ensures users and other stakeholders are involved/ committed/ kept informed. Obtains those decisions necessary to ensure that the project success criteria are attained. In particular, exert stringent, formal control over all decisions involving material variations and changes in scope to the currently approved project. Ensures project structure and communication procedures defined/ adhered to. Ensures project solutions are realistic, meet the service needs and objectives and agreed by the users, stakeholders and Project Team. Plans the organisation and resources needed to execute both the pre-start up testing and the commissioning of the completed project. Ensures proper appraisal of the project including post project review. Secures the appropriate authority for expenditure in a timely manner. Establishes the limits of delegated power given to the project manager and Design Team including effective change control and monitoring procedures to ensure adequate cost control is exercised. To set up and manage a procedure for preapproval and monitoring of Design Team instructions. Ensures satisfactory arrangements are established
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			<p>for financing the project to ensure that money is always available to meet timorously the demands of the project - enables all monies to be paid on due dates according to the terms of contract.</p> <ul style="list-style-type: none"> • Ensures stringent costs, content and change control procedures are utilised during project execution (particularly by the project manager). • Agrees the precise extent of any delegated authority with the Project Board. • Ensure the production of a post project evaluation report. <p>Project Manager In addition the technical responsibilities specified in Appendix J the Project Manager:</p> <ul style="list-style-type: none"> • Is the single focal point/ responsibility for the day-to-day, detailed management of the project and provide the interface between the Project Sponsor and Design Team; the focal point for the distribution of all written information within the project team. • Ensures project organisation, reporting/ communication procedures within the Design Team in cooperation with the Project Sponsor ensuring clearly defined roles and responsibilities. • Works to ensure the Design Team is motivated to meeting the success criteria of the project. • Advises the Project Sponsor of all information and decisions required from them - obtains all formal Sponsor approvals at various stages before proceeding. • Monitors/ reviews project progress - intervening as necessary. • Advises on the need for other consultants necessary to execute the design work and assist in administration and appointment of external consultants including managing the cost of the design stages and validating all project payments of fees and expenses. • Prepares and manages the
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			<p>project to the Project Execution Plan.</p> <ul style="list-style-type: none"> • Review, with the Project Sponsor, at key points in the construction process to ensure all the options and design properly reflects the agreed brief • Preferably, stays with the project until completion. • Complies with all relevant policies, legislation and good practice, covering the procurement of supplies, services and construction • Ensures any technical and financial audits of the project are implemented at strategic stages of project execution and take any necessary corrective action resultant upon the findings of such audits. • Ensures stringent costs, content and change control procedures are utilised during project execution. • Maintains records for audit purposes, quality control. • Obtains those decisions necessary to ensure that the project success criteria are attained. In particular, exert stringent, formal control over all decisions involving material variations and changes in scope to the currently approved project. • Ensures adequate justification is provided, and approval obtained where the effect of such changes. In the event that changes are approved, then ensure project budgets and programmes are adjusted accordingly. • Motivates task owners. • Advise on appropriate procurement strategies and evaluate procurement options. • Manage and regulate programme and progress including establishing a master construction programme. • Reviews the handover documentation and operating instructions requirements of the department-ensure these are prepared and delivered on schedule. • Ensure the design team take part in a post project evaluation report. <p>Funding Representatives</p>
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			<ul style="list-style-type: none"> • To take part in project board discussions • To raise any concerns from the funding bodies • To report back to the funding bodies <p>Council Monitor</p> <ul style="list-style-type: none"> • To take part in project board discussions • To raise any concerns • To report back to the SIC Sounding Board • To offer professional advice
SIC Sounding Board		<ul style="list-style-type: none"> • The Shetland Islands Council Sounding Board comprising the following members and officers has delegated authority from the Shetland Islands Council Development Committee to manage the allocation of up to £965,000 of Grant funding to Shetland Arts for the purpose of building and equipping the proposed Mareel Cinema and Music Venue (Development Committee, 21 August 2008, Min Ref 33/08). • Development Committee Chairman, Joseph Simpson. • Development Committee Vice Chairperson, Alastair Cooper • Development Committee Member, Frank Robertson. • Interim Head of Economic Development, Neil Grant • Capital Programme Service Manager, Mike Finnie <p>The Sounding Board will be consulted on behalf of the Committee and the Council regarding grant conditions to be applied with Shetland Arts and other funders.</p> <p>The Sounding Board will have a representative on the Mareel Project Management Committee, who will attend the project meetings.</p>	<p>Only the Budget Responsible Officer for the Council Capital Programme and Committee will have authority to release funding as specified in the grant conditions.</p> <p>The Sounding Board will provide a progress report on the Mareel project to each cycle of the Development Committee and Council. The content of the report will be appropriate for the report to be taken in public.</p>
Project Team	As required but at least monthly	<ul style="list-style-type: none"> • Decision making and approvals within the overall budget, programme and defined quality and proposals • Discuss and review progress • Identify and manage programme, quality and cost variances within the defined budget • Ensure original objectives are 	<p>Project Sponsor (as above)</p> <p>Client Advisor The role of the client advisors is to include the following subject to the specific area of advice and expertise.</p>

		<p>being met</p> <ul style="list-style-type: none"> Identify and review risks, issues and changes and maintain logs Ensure adequate resources are available to manage the project Complete necessary reports which will be drafted by the SADA Manager for submission to the SADA Project Board and funding bodies as required. Ensure documentation and clean audit trail for the project. Ensure effective and consistent communication between team members 	<ul style="list-style-type: none"> Advise on the venue design from an operational and technical perspective. Advise on performance-related aspects of the design. Provide specific technical advice or establish where such information can be obtained. Advise on matter of building design where changes are proposed during construction. To provide specialist legal and financial advice. <p>Lead Consultant The responsibilities are specified in Appendix J</p> <p>Architect The responsibilities are specified in Appendix J</p> <p>Quantity Surveyor The responsibilities are specified in Appendix J</p> <p>Civil/Structural Engineer The responsibilities are specified in Appendix J</p> <p>Services Engineer The responsibilities are specified in Appendix J</p> <p>CDM Coordinator The responsibilities are specified in Appendix J</p>
Design Team	As required but at least monthly	<ul style="list-style-type: none"> Recommendations, decision making Monitor progress to date Identify any major programme, quality or cost variances Support the Project Team as directed Facilitate effective consistent/effective communication between disciplines Review construction project costs and ensure project remains within budget constraints. Establish, monitor and review progress against programme Review design solutions and make recommendations for change Carry out value engineering exercise to ensure the proposals are delivered within budget constraints. 	<p>Lead Consultant As above</p> <p>Architect As above</p> <p>Quantity Surveyor As above</p> <p>Design Team Members As above</p> <p>CDM Coordinator As above</p> <p>Project Manager As above</p>
Progress	Fortnightly /	<ul style="list-style-type: none"> Monitor and manage progress 	Lead Consultant

Meetings	Monthly (as required)	<ul style="list-style-type: none"> • Identify any major programme, quality or cost variances • Facilitate effective consistent/effective communication between contractors, sub contractors and suppliers • Review construction project costs and ensure project remains within budget constraints. • Establish, monitor and review progress against programme • Consider construction process and make recommendations for change 	<p>As above</p> <p>Architect As above</p> <p>Quantity Surveyor As above</p> <p>Design Team Members As above</p> <p>CDM Coordinator As above</p> <p>Project Manager As above</p> <p>Clerk of Works The responsibilities are specified in Appendix J</p> <p>Contractor</p> <p>Project Sponsor (as above)</p>
Site Inspection Visits and Technical Meetings	Fortnightly or as required	<ul style="list-style-type: none"> • Discuss progress to date • Manage technical and site quality issues • Consider construction process and make recommendations for change 	<p>Architect As above</p> <p>Clerk of Works The responsibilities are specified in Appendix J</p> <p>Contractor</p> <p>Design Team Members As above</p>

2.7 Key Documents

Documents contained in the Appendices provide simple formats for tracking and understanding the project’s evolution. Figure 4, below, summarises how they will be used within this project and where the current versions can be found.

Figure 4 - Key Documents

Title	Purpose	Frequency	Author	Appendix
Project Vision	Clearly set vision for project	Project Commencement	PS	A
Project Directory	Contact details	Update as approp.	PS	B
Approved Design	Confirm agreed design	Revisit any amendments	PS	C
Change Request Form	Used to request and approve change	As arise	PS	D
Risk Register	Used to record, grade and action risks.	On-going Reviewed at meetings	PS	E
Issues Log	Mechanism to enable 'anything which causes concern' to be recorded and managed to resolution	On-going Reviewed at meetings	PS	F
Change Log	Used to record actual changes & change actions	On-going Reviewed at meetings	PS	G
Programme	Sets out key stages of project development	Revised as necessary	PM	H
Project Review	To pass on useful lessons to other projects and to communicate how well the project has performed against original case.	Soon after Practical Completion & reviewed after defects period	PS	I
Design Team Responsibilities	To define roles and responsibilities of Design Team members as per the form of contract	Defined at start of project	PS	J

2.8 Progress Reporting

The Lead Consultant will be required to submit their own progress reports to the Project Manager to enable that person to carry out his/ her duties and keep the Project Team informed of progress.

The format of this reporting will be in written form, presented at Project Team meetings.

2.9 Record Keeping & Document Control

The Project Sponsor and Project Manager will establish and agree an appropriate document control system taking into consideration the Quality Control procedures of any other consultants.

Good clear records must be maintained to demonstrate how the parties have worked together to reach decisions, how best value has accrued to the sponsor agencies and that probity and propriety have been maintained. It is essential to be able to demonstrate proper accountability.

Project participants shall retain copies of correspondence until the completion of the project. Following the completion of the project, the participant shall retain copies of correspondence and other documents in accordance with current legal requirements, or the client's requirements, or their company policy, or the requirements of any funding bodies.

2.10 Control

Control procedures need to be established to take account of risks and allow all changes to be transparent, properly reasoned and recorded. All those involved must strictly adhere to the issues and procedures detailed in the following sections.

2.11 Early Warning

All parties must give early warning to the Project Sponsor and Project Manager of any matter which may, in their judgement, adversely affect the timing, quality or cost of the project and where possible propose corrective action.

2.12 Risk Management Plan

Risks, or 'the possibility of incurring misfortune or loss', are inherent in all projects especially construction, and can arise at any point resulting in failure to meet the project's objectives. This risk management strategy sets out to identify, assess, manage and monitor the major risks associated with this project and where possible convert them into opportunities.

The steps below provide a framework for the on-going management of risk throughout the life of this project. The major outcomes of this process will be regularly detailed, monitored and updated via the Risk Register contained in Appendix F. Strong links with both the procurement and value management strategy are also acknowledged.

Step 1: Risk Identification

- Develop a 'brain-storm' checklist of project risks:
 - Political
 - Economic
 - Social
 - Technical
 - Legal
 - Environmental
- Enter a refined version of this list into the project's risk register; it is important to distinguish between the origin of the risk and its impact.
- Consider each individual risk in relation to the issues below, and summarise in the 'descriptions' column of the risk register:
 - If appropriate, the stages in the project when it could occur
 - The elements of the project that could be affected
 - The factors that could cause it to occur
 - Any relationship/ inter-dependency on other risks
 - How it could affect the project

Step 2: Risk Assessment & Elevation

- Assess each individual risk in the register according to potential:
 - Cost Impact
 - Programme Impact
- Assess each individual risk in the register according to:
 - Probability – Likelihood of risk
 - Severity – Impact in terms of time, cost and performance.
- Establish a risk ranking

Step 3: Risk Management

- Consider how each risk could be managed in relation to the following:
 - Who is best able to control the events that may lead to the risk occurring?
 - Who can control the risk if it occurs?
 - Who should be responsible for the risk if it cannot be controlled?
- Avoidance
- Reduction
- Sharing
- Transfer
- Deference
- Mitigation
- Contingency
- Insurance
- Acceptance

- Use these findings to develop action plans and allocate a risk owner to each risk for and detail in the risk register.

Step 4: Risk Monitoring

Keep the risk register under regular review in order to monitor existing 'open' risks as well as capture newly identified risks and work them through Steps 1-4.

The risk register is a live document that will be monitored and updated at Project Team meetings.

2.13 Change Control

To avoid the negative impact of changing design during the construction phase the following issues need to be satisfied:

- Is the change required by legislation?
- Is the change required by service needs?
- What is the impact of the change in terms of time, cost and quality?

A robust change control procedure is laid out in the Procurement Guidance. The 'Change Request Form' provides a simple format for evaluating the consequences of change before approval is given by challenging:

- Reasons For Change;
- Source;
- Full Cost, Time And Performance Consequence;
- Risks Associated With The Change And Their Impacts;
- Properly Evaluated Alternatives To The Proposed Change;
- Proposals For Avoiding Or Mitigating Time Over-Run;
- Source of Funding Of Any Cost Over-Run.

The Project Sponsor will normally give approval for the change when a detailed evaluation shows that it provides value for money. Where additional funding is required, the Project Sponsor must seek approval from the Project Board.

The Change Log will be used to record actual changes once approved so they can be monitored at task force and project team meetings.

2.14 Issues Log

Within the project environment, an "issue" is a wide-ranging "catch-all" term that can be defined as "anything which is causing us concern", or "anything to which we don't know the answer yet".

Where a **risk** is something that may go wrong in the **future**, an **issue** is something that requires to be addressed **now**.

The Issue Log is a mechanism to enable all issues to be recorded, and managed to resolution. The objective is to ensure that nothing significant is missed, and that the person who can resolve it knows about it. Any member of the project team/design team can add issues to the Issue Log. It is the Project Sponsors responsibility to ensure that they are actioned.

The issues log is a live document that will be monitored and updated at Project Team meetings.

2.15 Quality Control

The following factors need to be addressed by the Project Team to ensure the final quality of the delivered project:

Design

- The approved design proposals;
- Any variation to the approved design and specification.

Specification

- The setting out of the criteria against which the standard of the finished work will be judged, e.g. By reference to standards, codes of practice, or the like;
- Testing requirements to verify compliance with the specification;

Quality control

- Setting up control mechanisms to apply to the execution of the work on site;
- The detailed on-going supervision;
- The programmes for testing;
- The procedures for rectifying defective work;

Inspection and Testing

2.16 Cost Control

Cost control is to be performed throughout the project by all parties. Estimates for elements are to be reviewed and if necessary adjusted as soon as a reasonable amount of new information can be obtained. Emphasis is to be placed on providing the Project Manager with earliest possible warning of likely cost variations to facilitate decision-making.

The principal objective is to control the costs on the project, not simply to monitor changes, but to anticipate out-turn cost. It is therefore essential that changes to the project be minimised by pre-planning and regular budget reviews of all aspects of the design work before construction commences.

2.17 Time Control

It is intended that project will follow the approved contractors programme.

2.18 Programme

Appendix I contains a draft programme indicating anticipated timescales based on the information available at this stage. The contract Annexes focus on the importance of careful programming and monitoring throughout the life of the project.

All team members will contribute to the development of the master programme and once agreed ensure that they allocate sufficient resources to ensure the

programme is strictly adhered to. The project teams must assist in ensuring that the programme allows for the time impacts of identified risks occurring and take account of the relationships between time, quality and cost.

- Overall Timescale
- Fixed Deadlines
- Key Stages
- Milestone Actions
- Risk Allowance

Time for the approval processes, will be included as specific activities in the time plan for the project.

If the time taken for an activity exceeds its time allowance corrective action, once approved, will be taken to;

- re-sequence later activities; or
- shorten the time allowance for future activities by increasing the resources to be made available for them (this option will normally result in extra costs).

2.19 Safety, Health & Environmental Protection

All parties involved in the project will be expected to take full cognisance of all Health, Safety and Environmental Protection legislation.

The importance of health and safety matters when undertaking construction operations is imperative. These responsibilities are equally as important as other statutory obligations. It is important to appreciate that all of those involved in a project's evolution have a role to play in supporting the aims of these obligations.

2.20 Procurement

All Procurement should be on the basis of value for money and not lowest price alone. The selection of the most appropriate procurement strategy, and the appointment of contractors and suppliers, should therefore be on that basis.

The ethos of whole life costing is implicit. Whole life costing assesses the cost of an asset over its lifetime, taking into consideration initial capital costs, finance costs, revenue costs, operational costs, maintenance costs and replacement or disposal costs at the end of its life. All future costs and benefits are brought back to a present day value through discounting.

Selection and Award procedures must comply with EU procurement rules where these are applicable.

The Project and Design Teams shall review the available procurement strategies and approve a preferred option.

2.21 Completion & Handover

Objectives:-

To ensure that the project is completed timeously with minimum defects.

Commissioning:-

To be completed prior to handover to the client and with full instructions and training handed over to the client.

Handover Documentation:-

To be completed prior to handover and passed to the client.

2.22 Post Project Review

To be carried out in accordance with the guidelines in Appendix I.

In the light of experience with the project, draw to the attention of the Project Sponsor any weaknesses in policies, procedures and methods in respect of the project. Define where they need modification to better permit utilisation of efficient project execution techniques, justify these modifications to the project sponsor and, on approval, implement where appropriate. Analysing the progress of the project, noting whether the project has satisfied user requirements, highlighting any lessons to be learnt and any recommendations for efficiency improvement of future projects of a similar nature

APPENDIX A

PROJECT VISION

Mareel - Cinema and Music Venue Vision Statement

We intend that Mareel will deliver a range of services and learning opportunities to everyone in our community through entertainment and education, thereby adding to Shetland's cultural and economic development. Although it will be built in Lerwick it will act as a hub from which outreach services can be offered to the most rural Shetland communities. It will be welcoming to people of all ages and abilities and will provide a programme of activities in which there will be something for everyone to enjoy. It will provide opportunities for local musicians, film makers and other arts practitioners to develop their skills as well as affording similar opportunities for sound, lighting and recording engineers and those with an interest in digital media. It will also be an attraction for visitors and tourists, and will, through the opportunities provided via modern technology, help promote Shetland arts and culture to the wider world. It will give local audiences the chance to see a range of high quality visiting artistes and a broad programme of films to suit all ages and interests. It is intended to be a safe, relaxing social meeting place where refreshment is provided as an ancillary service, and not as the main purpose for attending. It aims to be a facility of which the community can be proud, will want to be part of, and in which they feel comfortable.

Quantity Surveyor	Stephen Johnston	Tel: 01595 696788 Fax: 01595 694522 sjj@davidadamson.co.uk	David Adamson & Co 4a North Ness Business Park Lerwick ZE1 0LZ
Scottish Arts Council	Sandy Blair	Tel: 0131 240 2521 Fax: sandy.blair@scottisharts.org.uk	Scottish Arts Council 12 Manor Place Edinburgh EH3 7DD
Shetland Islands Council (Funder)	Hazel Sutherland	Tel: 01595 744001 Fax: 01595 744010 hazel.sutherland@shetland.gov.uk	Education & Social Care Department Hayfield House Hayfield Lane Lerwick ZE1 0QD
HIE Shetland (Funder)	Katrina Wiseman	Tel: 01595 693177	Toll Clock Shopping Centre Lerwick ZE1 0DE
Funding Representative	Neil Grant		
Shetland Islands Council (Project Monitoring)	Mike Finnie	Tel: 01595 744162 Fax: 01595 744136 mike.finnie@shetland.gov.uk	Capital Programme Service Greenhead Base Lerwick ZE1 0PY
		PROJECT TEAM	
Project Sponsors	Gwilym Gibbons Director Shetland Arts	Mob: 07990 573 133 Tel: 01595 743731 Gwilym.gibbons@shetland-arts-trust.co.uk Fax: 01595 694001	Shetland Arts The Toll Clock Centre North Road Lerwick ZE1 0PE
Project Manager	To be confirmed		
Lead Consultant (Project Director)	Gary Johnson	Mob: 07790 587 019 Tel: 0141 221 0600 gary@hoskinsarchitects.co.uk	Gareth Hoskins Architects Charlotte House 78 Queen Street

Project Architect	Sarah Murphy	T: 0141 221 0600 sarah@hoskinsarchitects.co.uk	Glasgow G1 3DN T: 0141 221 0600 F: 0141 222 2770 www.garethhoskinsarchitects.co.uk
Quantity Surveyor	Stephen Johnston	Tel: 01595 696788 Fax: 01595 694522 sjj@davidadamson.co.uk	David Adamson & Co 4a North Ness Business Park Lerwick ZE1 0LZ
		CLIENT ADVISORS	
	Ron Inglis	Tel: 01334 477259 Fax: 01334 449913 Mob: 07740 928 420 iri@mayfieldsarts.co.uk	Mayfield Arts and Media Mayfield House Mount Melville St Andrew's Fife KY16 8NT
	Alex Wardle		Arup Associates

DESIGN TEAM

Role		Tel/E-mail	Address
Lead Consultant (Project Director)	Gary Johnson	T: 0141 221 0600 gary@hoskinsarchitects.co.uk	Gareth Hoskins Architects Charlotte House 78 Queen Street Glasgow G1 3DN T: 0141 221 0600 F: 0141 222 2770 www.garethhoskinsarchitects.co.uk
Project Architect	Sarah Murphy	T: 0141 221 0600 sarah@hoskinsarchitects.co.uk	
Architect	Ian Irvine	Tel 01595 694880 Fax 01595 694908 ian@p-j-p.co.uk	PJP Architects 4 North Ness Business Park Lerwick Shetland ZE1 0LZ
Civil/ Structural Engineer	Peter Elliott Russell Davies	Tel: 0131 558 9797 Fax: 0131 558 9696 peter@ecoeng.co.uk structures@ecoeng.co.uk	Elliott & Co 25 Greenside Place Edinburgh EH1 3AA
Services Engineer	Chris McLaren	chris.mclaren@harleyhaddow.com Tel: 0131 625 8571 Mob 07715 494 959	Harley Haddow 8 Coates Crescent Edinburgh EH3 7BY Tel: 0131 226 3331 Fax 0131 226 2563 http://www.harleyhaddow.com
	Mark Napier	mark.napier@harleyhaddow.com Mob 07715 494966	
Quantity Surveyor	Stephen Johnston	Tel 01595 696 788 Fax 01595 694 522 sjj@davidadamson.co.uk	David Adamson & Partners 4 North Ness Business Park Lerwick Shetland ZE1 0LZ
	Gordon Pope		David Adamson & Partners Edinburgh

Acoustic Engineer	Seb Jouan	Tel 0141 332 8534 Fax: 0141 332 3739 seb.jouan@arup.com	Arup Acoustics Bergius House 11-12 Claremont Terrace GLASGOW G3 7XR
CDM Coordinator	Theo Smith	Tel 01595 694880 Fax 01595 694908 theo@p-j-p.co.uk	PJP Architects 4 North Ness Business Park Lerwick Shetland ZE1 0LZ

APPENDIX C

Approved Design and Specification

The general purpose of the new cinema and music facility is summarised below:

- The cinema and music venue should be located in Lerwick on a prominent and accessible site.
- The cinema and music venue should provide high quality facilities for watching films, listening to live music, developing understanding of media and music, encouraging the development of media and music professionals, and safe, enjoyable socialising.
- The cinema and music venue should serve the entire Shetland community. Outreach is seen as an integral part of the project.
- The cinema and music venue should provide social, educational, commercial, and artistic benefits for audiences, students, professional users, local businesses and visitors to Shetland.
- The cinema and music venue will feature excellent access for the disabled. Environmental concerns will inform the construction and operation of the centre.

Specifically, the facility will provide:

- A flexible main auditorium with a maximum capacity of 750 (700 standing and 50 balcony).
- A cinema/ multi-media performance area with a seated capacity of around 160 and featuring digital projection.
- A second cinema with a seated capacity of around 30.
- A recording studio, with live rooms suitable for recording a variety of groups.
- Rehearsal areas (with sprung floors) suitable for bands, DJs, drama and dance.
- A multi-media production suite for film, TV, web design, animation, digital arts and music production.
- Educational facilities, including scope to use the main cinema as a lecture theatre and the second cinema for educational screenings, and provision for a range of young people's activities.
- A café bar with free internet access and WiFi.
- A second floor development to incorporate designated education spaces and possibly small start-up units for creative industries. The fitting-out of the second floor would depend on additional funding subsequent to the main project.
- Offices for operational staff working from Mareel.

2. SUMMARY OF IMPACT (to be completed by the project manager)

2.1. Quantifiable cost savings and/or benefits:

--

2.2. Estimated cost:

--

2.3. Impact on timescales:

2.4. Additional resources required:

2.5. Impact on other projects/activities:

2.6. Additional risks and issues:

2.7. Change

Recommended:

*Yes/No *Delete as appropriate

2.8. Other comments:

Impact Assessment done by: (Name) _____ Date: _____

3. DECISION. (to be completed by the approver)

*Project Sponsor if within Project Parameters of cost/ time and quality

*Project Board if outwith Project Parameters of cost/ time and quality

The change is accepted*
The change is accepted subject to the comments below*
The change is rejected*
*Delete as appropriate

3.1. Comments:

Name: _____(signed)

_____ (printed)

Position: _____

Date: _____

3.2. Actions Required:

3.3. Comments:

APPENDIX E

Risk Register

No.	Date	Risk Type	Identified by	Description of Risk	Potential Cost Impact	Potential Programme Impact	Assess Risk			Action Plan	Risk Owner	Status
							Probability	Severity	Risk Ranking			
#	Date risk was identified	Internal/ External	Person reporting the risk	Brief description of risk	Description of cost impact	Description of programme impact	HML	HML	HML	What you will do to minimise the impact of the risk	Person best placed to manage & monitor the risk	Open or closed

APPENDIX F

Issue Log

Number:	Date:	Issue Type:	Identified by:	Description:	Owner:	Resolution:	Priority:	Status:
#	Date the issue was identified	Concern, Request for Change, Off Specification etc.	The person reporting the issue	A brief description of the issue and its impact upon the project	Person who is responsible for the issue	Date that the issue will be resolved	High, Medium, Low	Open, In Progress, Closed

APPENDIX G

Change Log

Ref	Description of change & Reason for change	Originator	Date Raised	Impact assessment by	Date assessment due	Impact on project (time/cost)	Date Authorised by Project Team	Date completed	Comments
01									

APPENDIX H

Programme

The programme will be developed using the Contractors approved construction programme as a basis.

APPENDIX I

Procedure for Post Project Review

1. Introduction

Post Project Review should be undertaken upon completion of every project. This exercise should be carried out whether or not the project proceeds to construction.

The purpose of the Post Project Review is to examine the project from both the client and delivery team perspective, to determine what lessons can be learnt and what can be done to replicate good practice on future projects.

This procedure outlines the issues that must be addressed as part of this exercise and gives guidance as to the required content of the document.

2. Responsibility

It is the responsibility of the Project Manager or Contract Manager (in consultation with the Project Sponsor) to ensure that the Post Project Review is undertaken. The review may be carried out by the Project Manager/ Contract Manager themselves or by external consultants, as appropriate.

3. Issues to be Addressed

The review should focus both on aspects of the project that went well, and areas where improvements could be made. The issues listed below, whilst not exhaustive, should be considered as part of the process.

- Procurement strategy
- Performance against objectives
- Form of contract
- Value for money
- Operability
- Buildability
- Health & Safety
- Programme
- Performance of Client
- Performance of Consultants
- Performance of Contractors

4. Methodology

The nature and scale of the individual project will determine the methodology and format of the review, however a combination of the following processes should be considered.

4.1 Individual's Comments

The Project Manager or their designated consultant could seek and collate comments from the client and delivery teams on any number of relevant factors, but would most likely include those listed in section 3.0. Participants should try to identify both what went well under each of these factors as well as areas where performance could be improved.

4.2 Scoring of Financial Impact

A points scoring system may be introduced, whereby cost impacts to the project under each of the factors used in Section 4.1 can be ranked. The scoring system would have to be set, bearing in mind the scale of the project.

For example, a high score against a factor that went well would indicate substantial cost savings to the project, whereas a low score against an area where performance could have been improved would indicate an overspend or a lost opportunity for savings.

4.3 KPI Score Sheets

KPI Score Sheets can be used along with, or instead of, the written comments described in Section 4.1. Participants would be asked to award a numeric score against any number of factors, although again these should include the issues listed in Section 3. Feedback of this type, whilst not providing unique comments, is more straightforward to process and report and may be more appropriate to use when reviewing smaller, less complex projects.

4.4 Cost Analysis

It may be useful, as part of the review process, to collate a summary of the final costs. This could take the form of a brief report, highlighting key figures such as the price per square metre for completed building projects, but could also provide a detailed breakdown of individual rates. This would be the preferred option, as it would form the basis for a comprehensive library of rates. This would be of assistance when developing cost estimated for future work and would highlight trends such as changes in the price of specific materials or differences in inflation across different types of project.

4.5 Review Workshop

The review workshop is perhaps the most useful stage of the review process. This is best convened once the participants have completed any written comments or KPI score sheets as these provide a good starting point for discussion. As many of the key project participants should attend.

The workshop should identify and develop ideas and issues under the headings in Section 3.0 as well as any other factors considered appropriate. Again, aspects that went well should be identified alongside aspects that could have been improved.

On a smaller or less complex project, the review workshop could be the sole input component of the review. This may be the most appropriate technique as disseminating and collating of the written part of the process represents a significant investment in time.

Recording the output from the workshop could be in the form of written minutes, however the use of flip charts or MindMap charts would be effective alternatives.

It is vital that the workshop is held in an environment where all participants feel free to express their views freely. It is the responsibility of the Project Manager to ensure that the workshop is chaired or facilitated in an effective manner.

5. Document Format

The format of the documentation will also depend on the nature and scale of the individual project, as well as the nature and volume of information collected, however the headings listed below will give an indication as to the topics that should be covered.

- Introduction
- List of participants
- Scheme background
- Methodology used
- Schedule of data used
- Discussion
- Conclusion

Drafts to be given a Revision Number, beginning with 0.1 and then circulated for comments within the stakeholders identified at that time. If required, the draft should be re-designated Revision No. 0.2 and re-circulated. This should be an iterative process, ending once all stakeholders have agreed the content.

The document should then be finally issued as Revision 1.0.

6. Use of Findings

The output from the Post Project Review should be integrated into the ongoing development of documentation and systems within the organisation and must be shared with the Partners on the project.

APPENDIX J

Duties of the Project Manager

Duties of the Lead Consultant

Duties of the Architect

Duties of the Quantity Surveyor

Duties of the Civil/ Structural Engineer

Duties of the Services Engineer

Duties of the CDM Coordinator

Duties of the Clerk of Works

NEW ANNEX 1 – DUTIES OF THE PROJECT MANAGER	
All Stages	
A1.0.a	Carry out your duties in relation to health and safety throughout the project including those specified in the Construction (Design and Management) Regulations 1994 such as: <ul style="list-style-type: none"> • Appointing a CDM Co-ordinator • Providing information on health and safety to the CDM Co-ordinator • Ensure those you appoint are competent and adequately resourced to carry out their health and safety responsibilities
A1.0.b	Liase with the Project Team throughout to seek advice make recommendations and seek approvals. Throughout the project, provide projected cash flow based on the approved cost limit for the Project and the anticipated programme until completion of the Works, keeping the Project Team informed at all times of any changes.
A1.0.c	Liase with Client advisers throughout to seek advice and or recommendations.
A1.0.d	Develop the Project Execution Plan and ensure it is adhered to by those involved in the Project
A1.0.e	As appropriate, work with Stakeholders throughout the life of the project in accordance with the Project Execution Plan and Stakeholder Management Plan.
A1.0.f	Make recommendations on the need to appoint any additional Consultants and on the scope of their Services, co-ordinate all matters leading to their appointment and ensure duplication of services is dealt with.
A1.0.g	Receive, record and certify all applications from the Lead Consultant for the payment of fees.
A1.0.h	Undertake risk assessments.
A1.0.i	Undertake value management exercises.
A1.0.j	Obtain the Employer's approval to proceed at completion of each stage or as otherwise directed by the Employer.
STAGE 1	
A1.1.a	Bring together the design team following appointment of consultants and establish formal communication procedures and hierarchy of responsibility (laid out in a Project Execution Plan) and work to ensure that it operates closely as a team.
A1.1.b	Ensure a detailed programme is prepared for developing the brief with reference to the accommodation schedule and in line with a Project Execution Plan
A1.1.c	Work with the Design Team to ensure the existing accommodation schedule is updated and developed into a brief and possible options, programmes, and expenditure limits identified.
A1.1.d	Ensure any necessary surveys, site investigations and tests (including any tests to ascertain ground conditions) are carried out and acted on as appropriate.
A1.1.e	Ensure any further studies as may be necessary in order to submit proposals and options to the Employer are undertaken.
A1.1.f	Ensure that, where appropriate, land is selected and procured and that the implications of any constraints, which may be attached to and contained within the site, are assessed and acted upon by the Design Team.
A1.1.g	Confirm with and gain commitment to the final brief from the Design Team
A1.1.h	Ensure a detailed programme for completion of the Project and an agreed cost limit is developed.

A1.1.i	Confirm the final brief, project programme and cost plan with the Project Team and obtain approval.
A1.1.j	Ensure development of detailed scheme proposals (RIBA Stages B-D) in terms of general approach to layout and design.
A1.1.k	Ensure appropriate consultation with any local or other authority on matters relating to the proposed Works is carried out.
A1.1.l	Ensure submissions are made to the Planning Authority to obtain approvals. Where appropriate, appear on behalf of the Employer at any hearing, planning enquiry or the like. Ensure submission to Scottish Arts Council for Stage 2 application is completed and submitted timeously.
A1.1.m	Lead the Design Team to develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations, standing orders and council procedures.
STAGE 2	
A1.2.a	Ensure that a detailed programme for the production of design information leading up to obtaining tenders is prepared by the Lead Consultant, in co-operation with the Design Team. Ensure the Team's commitment to that programme.
A1.2.b	Ensure the Lead Consultant takes responsibility for the co-ordination of all design work, that the designs are fully integrated are tested throughout the design phase against cost targets and fully comply with all statutory requirements or regulations - taking action to rectify deficiencies.
A1.2.c	Ensure that life cycle costings are applied to the development of Project designs and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Project Team and obtain instructions.
A1.2.d	Ensure that statutory approvals for the Project are obtained and that all utilities and other necessary services are in place both for the construction phase and for permanent operation following completion of the Project and, where action by the Design or Project Team is necessary, assist them to take that action.
A1.2.e	Where difficulties are highlighted during the design phase, which may not be capable of being resolved, and which may result in a failure to meet the Project Team brief, submit a report to the Project Team giving recommendations and options.
A1.2.f	Where the Project Team or Design Team has indicated the possibility of a change to the agreed brief during the design phase, inform the Project Team of the cost and programme implications and their instructions.
A1.2.g	Ensure that a cost plan is prepared for the project based on the approved cost limit and ensure that copies of the cost plan are given to all members of the Design Team and that they confirm their agreement to the content applying to their own discipline.
A1.2.h	Establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A1.2.i	Lead the Design Team to develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations.
A1.2.j	Following approval of the Procurement Strategy, as a Design Team, define and agree general arrangements for obtaining tenders with due regard to appropriate legislation, regulations, standing orders and council procedures. Agree the need (if appropriate) for specialist contractors to design and execute

	any sections of the Works or for specialist suppliers to provide any materials or equipment and implement.
A1.2.k	Ensure completion of the design of the Project up to tender stage.
A1.2.l	Ensure that a pre-tender estimate is prepared based on the tender documentation and check against the cost target for the Project approved by the Project Team and report to the Project Team accordingly.
A1.2.m	Where full time site inspection staff are to be appointed, ensure that arrangements are made in good time to implement that instruction.
STAGE 3	
A1.3.a	In accordance with the agreed procurement strategy and procedure ensure that: <ul style="list-style-type: none"> • Tenders are invited on the programmed date • All enquiries from contractors during the tendering period are answered satisfactorily and that any clarification on the content of the documentation given to a tenderer is copied to other firms tendering • Copies of all correspondence concerning the obtaining of tenders are retained • Tenders receive an arithmetical and technical check • Tenders are appraised
A1.3.b	Carry out Employer's duties in relation to health and safety including those specified in the Construction (Design and Management) Regulations 1994 such as: <ul style="list-style-type: none"> • Appointing a Principal Contractor • Ensure those you appoint are competent and adequately resourced to carry out their health and safety responsibilities • Ensure that a suitable health and safety plan has been prepared by the Principal Contractor before construction work starts
A1.3.c	If the preferred tender following appraisal is higher than the approved cost for the Works, obtain whatever advice to make recommendations to the Project Team and arrange to implement the Project Teams instructions.
A1.3.d	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
A1.3.e	Ensure the Lead Consultant co-ordinates all relevant documentation from the design team to enable the Employer to enter into a contract with the Contractor. Ensure that any adjustments have been made to the design teams documents in order that they conform to the approval given by the Employer.
A1.3.f	Ensure the Lead Consultant establishes that the site will be available to the Contractor on the programmed date and in the event of any difficulty, keep the Employer fully informed.
STAGE 4	
A1.4.a	Ensure a detailed programme for the Works with the Contractor which specifies completion by the agreed date. Agree a date with the Contractor and the Employer for the commencement of work on site
A1.4.b	Ensure regular meetings with the Contractor and Design Team are held as necessary in order to monitor the progress of the Works and the production of design information to the Contractor and circulate minutes of the meeting to the appropriate parties.
A1.4.c	Ensure regular meetings are held with the Design Team in order to monitor the progress of the Works and the production of design information.
A1.4.d	Until completion of the Project, continue reporting to the Project Team.
A1.4.e	Ensure the Architect (in their role as contract administrator) administers the terms

	of the construction contract whilst the Project is under construction, undertaking the full range of duties imposed on them by the Works contract in accordance with the timescales therein, including (but not limited to) all activities in connection with adjudication of disputes between the Employer and the Contractor.
A1.4.f	Ensure the Design Team observe the provisions of their Appointments regarding cost control procedures and the procedures for obtaining approval to introduce variations. On behalf of the Project Team, receive the Project financial statements and submissions in accordance with this Condition.
A1.4.g	Ensure that the site visits of the Design Team are co-ordinated by the Lead Consultant and the frequency of those visits is satisfactory.
A1.4.h	Throughout the construction phase and until all construction accounts are settled, inform the Project Team of any contractual claims which have been received or are likely to arise.
A1.4.i	Ensure the Lead Consultant co-ordinates the Design Team and the main contractor in arrangement for any necessary spare equipment, 'as built' record drawings, maintenance manuals and general guidance on the operation of the Building and Services to be made available in good time in order that they can be provided on completion of the Project.
STAGE 5	
A1.5.a	Advise the Client on the resources and skills required to operate and maintain the completed Works and make recommendations on the timing of their appointment or on the need for any maintenance agreements.
A1.5.b	In line with Council procedures ensure the health and safety file given to the Project Manager at the end of the project is kept available for use.
A1.5.c	Ensure that all statutory Certificates and Approvals are retained.
A1.5.d	Ensure that an appropriate Certificate is issued to the Contractor when all defects have been made good and ensure that necessary insurance arrangements are made on hand-over.
A1.5.e	Make recommendations to the Client regarding any outstanding claims, counterclaims, liquidated damages or other contractual issues and receive and implement the appropriate instructions.
A1.5.f	Ensure the production of Final Accounts and the issue of Final Certificates and, accordingly, make recommendations to the Project Team.
A1.5.g	Ensure the Lead Consultant deals accordingly with any outstanding insurance claims and report to the Project Team as appropriate.
A1.5.h	Co-ordinate the Post Project Review according to the Project Execution Plan.
A1.5.i	In the event of any arbitration or litigation resulting from the Project, prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting if necessary, as a witness (and subject to the payment an additional fee in accordance with Condition 46 of the GC/Works/5 General Conditions for the Appointment of Consultants (Payment for changed Services and variations).

NEW ANNEX 8 – DUTIES OF THE LEAD CONSULTANT

General Matters:

1. The role of the Lead Consultant in this context is to co-ordinate and lead the consultants being appointed in this contract.

All Stages	
A8.0.a	Carry out duties in relation to health and safety throughout the project including those specified in the Construction (Design and Management) Regulations 1994 such as: <ul style="list-style-type: none"> • Make clients aware of their duties • Give due regard to health and safety in design work • Provide adequate information about the health and safety risk of the design to those who need it • Co-operate with the CDM Co-ordinator and other designers involved in the project.
A8.0.b	During the course of the Appointment, attend meetings with the Project Manager, Design Team, Project Team, Client Advisers and others as may be necessary to deal with matters pertaining to the Project and to ensure its satisfactory completion.
A8.0.c	Be accountable for, and co-ordinate the work of the Lead Consultant's team throughout the project, ensuring the requirements of the appointment are met.
A8.0.d	Inform the Project Manager of any contractual difficulties which may arise during the course of the contract and obtain the Project Manager's instructions.
A8.0.e	Submit monthly application for fee payments as a consultancy team to the Project Manager
A8.0.f	Assist the Project Manager to make recommendations on the need to appoint any additional Consultants and on the scope of their Services, co-ordinate all matters leading to their appointment and ensure duplication of services is dealt with.
A8.0.g	Assist to develop a Project Execution Plan and ensure it is adhered to by those involved in the Project
A8.0.h	As appropriate, work with and report to the Project Team and Stakeholders throughout the life of the project in accordance with a Project Execution Plan and Stakeholder Management Plan.
A8.0.i	Undertake risk assessments.
A8.0.j	Undertake value management exercises.
A8.0.k	Ensure that the Lead Consultant's team act in accordance with the Employer Financial and Administration Regulations and act within the same parameters as officers of the Council during the period of this contract.
A8.0.l	Accept responsibility for ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A8.0.m	Obtain the Employer's approval to proceed at completion of each stage or as otherwise directed by the Employer.

STAGE 1	
A8.1.a	Contact other members of the Design Team and ensure that the Services listed are fully co-ordinated the Lead Consultant's Team.
A8.1.b	Attend and contribute to regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A8.1.c	With input from the Design Team prepare a detailed programme for developing the brief with reference to the accommodation schedule and in line with the Project Execution Plan
A8.1.d	Lead the process of developing a brief with reference to the accommodation schedule and in line with a Project Execution Plan, identifying possible options, programmes, and expenditure limits as appropriate.
A8.1.e	As part of the Design Team, confirm commitment to the final brief.
A8.1.f	As part of the Design Team lead the development of a detailed programme for completion of the Project with agreed cost limit.
A8.1.g	As appropriate, co-ordinate the selection and procurement of land for the project ensuring that the implications of any constraints which may be attached to and contained within the site are assessed and acted upon by the Design Team.
A8.1.h	Co-ordinate any further studies as may be necessary in order to submit proposals and options to the Employer are undertaken.
A8.1.i	Co-ordinate development of detailed proposals (RIBA Stages B-D) in terms of general approach to layout and design.
A8.1.j	Co-ordinate consultations with any local or other authority on matters relating to the proposed Works including: <ul style="list-style-type: none"> • Planning • Building Control • Fire Officer • Environmental Health • Disability Groups • Highways Department • Statutory Undertakers • CEPA
A8.1.k	Co-ordinate submissions to the Planning Authority to obtain approvals. Where appropriate, appear on behalf of the Employer at any hearing, planning enquiry or the like.
A8.1.l	With input from the Design Team provide all relevant information to enable submission of Scottish Arts Lottery Stage 2 application by April 2007.
STAGE 2	
A8.2.a	Comply with regular reporting procedures including regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A8.2.b	With input from the Design Team prepare a detailed programme for the production of design information leading up to obtaining tenders for the Works and obtain the Team's commitment to that programme.
A8.2.c	Co-ordinate the preparation of a cost plan based on the approved cost and the anticipated start and completion dates in conjunction with other members of the Design Team. Thereafter, monitor the development of the outline proposals (RIBA Stages B-D) against the cost plan and report any anticipated difficulty to the Project Manager including proposals for overcoming the difficulty. Obtain the

	Project Manager's instructions in sufficient time to allow corrective action to be taken.
A8.2.d	Assist the Project Manager to establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A8.2.e	Ensure co-ordination of all design work, ensuring that designs are fully integrated and tested throughout the design phase against cost targets and the designs fully comply with all statutory requirements or regulations. Take action to rectify deficiencies. As a Design Team, ensure that all drawings (according to drawing registers agreed by the Design Team), specifications, schedules, bills of quantities or other documents necessary for the placing of contracts are completed and fully co-ordinated, in accordance with the brief and are available on the programmed date.
A8.2.f	Accept responsibility for ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A8.2.g	In co-operation with other members of the Design Team, develop a scheme design within the approved cost, programme and approved brief and submit to the Project Manager for approval giving details of proposed specification and services.
A8.2.h	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Project Manager and obtain instructions.
A8.2.i	Ensure co-ordination of materials and construction specifications with the Design Team and keep them fully informed.
A8.2.j	Assist to co-ordinate designs to fully comply with all statutory requirements or regulations and take action to rectify deficiencies.
A8.2.k	Where difficulties are highlighted during the design phase, which may not be capable of being resolved, and which may result in a failure to meet the Project Team brief, report to the Project Manager.
A8.2.l	Where the Project Team or Design Team has indicated the possibility of a change to the agreed brief during the design phase, co-ordinate information on the cost and programme implications and obtain the Project Manager's instructions.
A8.2.m	In co-operation with the other members of the Design Team, oversee completion of the design of the Project up to tender stage.
A8.2.n	Co-ordinate preparation of a pre-tender cost check based on the tender documentation.
A8.2.o	As a Design Team develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations, standing orders and council procedures.
A8.2.p	Following approval of the Procurement Strategy, as a Design Team, define and agree general arrangements for obtaining tenders with due regard to appropriate legislation, regulations, standing orders and council procedures. Agree the need (if appropriate) for specialist contractors to design and execute any sections of the Works or for specialist suppliers to provide any materials or equipment and implement.
A8.2.q	Discuss with the Project Manager the need for site inspection staff and obtain instructions.

STAGE 3	
A8.3.a	In accordance with the agreed procurement strategy and procedure assist the Project Manager to ensure that: <ul style="list-style-type: none"> • Tenders are invited on the programmed date • All enquiries from contractors during the tendering period are answered satisfactorily and that any clarification on the content of the documentation given to a tenderer is copied to other firms tendering • Copies of all correspondence concerning the obtaining of tenders are retained • Tenders receive an arithmetical and technical check • Tenders are appraised
A8.3.b	If the preferred tender following appraisal is higher than the approved cost for the Works, provide whatever advice to make recommendations to the Project Manager.
A8.3.c	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
A8.3.d	Report to the Project Manager on the anticipated cash flow.
A8.3.e	Co-ordinate the collection of all relevant documentation from the design team to enable the Employer to enter into a contract with the Contractor. Ensure that any adjustments have been made to the design teams documents in order that they conform to the approval given by the Employer.
A8.3.f	Arrange that the site will be available to the Contractor on the programmed date and in the event of any difficulty, keep the Employer fully informed.
STAGE 4	
A8.4.a	Assist the Architect as required to agree a detailed programme for the Works with the Contractor, which specifies completion by the agreed date. Agree a date with the Contractor and the Employer for the commencement of work on site
A8.4.b	Maintain regular meetings with the Design Team in order to monitor the progress of the Works and the production of design information.
A8.4.c	As appropriate, attend regular meetings with the Contractor and Design Team as necessary in order to monitor the progress of the Works and the production of design information to the Contractor and circulate minutes of the meeting to the Project Team and to others.
A8.4.d	Assist the Architect as appropriate to monitor the construction phase and take action to ensure the Project will be completed within the cost and brief approved by the Project Team and by the programmed completion date. When matters arise which effect the contract completion date, approved brief or the approved cost, keep the Project Manager fully informed.
A8.4.e	Assist the Architect to administer the terms of the construction contract whilst the Project is under construction, undertaking the full range of duties imposed on the Contract Administrator by the Works contract in accordance with the timescales therein, including (but not limited to) all activities in connection with adjudication of disputes between the Employer and the Contractor.
A8.4.f	Ensure adequate records and photographs are maintained throughout the construction phase to record day-to-day progress of the Works, in particular, highlighting any delays or delays.
A8.4.g	Co-ordinate site visits of other Consultants and ensure that the frequency of these visits is satisfactory.
A8.4.h	Ensure co-ordination and issue of the Certificates relating to the completion of the Works

A8.4.i	Ensure the Issue Payment Certificates in accordance with the terms of the Works contract and make recommendations to the Project Manager regarding payments.
A8.4.j	Issue Payment Certificates relating to the completion of the Works.
A8.4.k	Establish and co-ordinate post contract cost control procedures to ensure financial control covering the issue of instructions, which vary the Works, and the issue of cost reports to the Project Manager in accordance with Condition 27 of the GC/Works/5 General Conditions for Appointment of Consultants (Variations).
A8.4.l	Alert the Project Manager, the Architect (in their role as Contractor Administrator) and the other members of the Design Team to the possibility of receiving claims from the Contractor and, if such claims are submitted, keep the Project Manager and others fully informed at all stages.
A8.4.m	Ensure appropriate commissioning tests are conducted and that action is taken if such tests fail.
A8.4.n	Ensure that rigorous quality management procedures are in place throughout the construction phase.
A8.4.o	As a member of the Design Team advise on the need to arrange for any special inspections or tests to ensure that proper and adequate standards of construction are maintained and that all Works are constructed in accordance with the contract documents.
A8.4.p	Ensure the Architect issues a list of defects to the Contractor at the appropriate time in accordance with the terms of the Works contract.
A8.4.q	Ensure that the Contractor rectifies the defects within a reasonable time and issue a Certificate to the Contractor when all defects have been made good.
A8.4.r	Liase with the rest of the Design Team and the main contractor in arranging for any necessary spare equipment, 'as built' record drawings, maintenance manuals and general guidance on the operation of the Building and Services to be made available in good time in order that they can be provided to the Project Manager on completion of the Project.
A8.4.s	Ensure the Architect informs the Project Manager four weeks prior to the anticipated date of completion of the Project.
STAGE 5	
A8.5.a	Advise the Project Manager on the resources and skills required to operate and maintain the completed Works and make recommendations on the timing of their appointment or on the need for any maintenance agreements.
A8.5.b	Ensure that the Works are cleaned, tested and commissioned prior to handover to the Employer.
A8.5.c	In line with Council procedures ensure that the health and safety file is given to the Project Manager at the end of the project.
A8.5.d	Ensure that all statutory Certificates and Approvals are retained.
A8.5.e	Make recommendations to the Project Manager regarding any outstanding claims, counterclaims, liquidated damages or other contractual issues and receive and implement the appropriate instructions.
A8.5.f	Co-ordinate the production of Final Accounts and the issue of Final Certificates and, accordingly, make recommendations to the Project Team.
A8.5.g	Co-ordinate and present a detailed statement of final cost to the Project Manager and make recommendations for final payment
A8.5.h	Deal with any outstanding insurance claims and keep the Project Manager fully informed.

A8.5.i	Assist the Project Manager to prepare a Post Project Review in accordance with the Project Execution Plan
A8.5.j	In the event of any arbitration or litigation resulting from the Project prepare documentation and reports and, if required by the Project Team, attend any hearing on behalf of the Employer (and subject to the payment of an additional fee in accordance with Condition 46 of the GC/Works/5 General Conditions for Appointment of Consultants (Payment for changed Services and variations).

**NEW ANNEX 2 – DUTIES OF THE ARCHITECT
(ALSO UNDERTAKING THE ROLE OF CONTRACT ADMINISTRATOR)**

All Stages	
A2.0.a	Carry out duties in relation to health and safety throughout the project including those specified in the Construction (Design and Management) Regulations 1994 such as: <ul style="list-style-type: none"> • Make clients aware of their duties • Give due regard to health and safety in design work • Provide adequate information about the health and safety risk of the design to those who need it • Co-operate with the CDM Co-ordinator and other designers involved in the project.
A2.0.b	During the course of the Appointment, attend meetings with the Project Manager, Design Team, Project Team, Client Advisers and others as may be necessary to deal with matters pertaining to the Project and to ensure its satisfactory completion.
A2.0.c	Assist to develop a Project Execution Plan and ensure it is adhered to by those involved in the Project
A2.0.d	As appropriate, work with and report to the Project Team and Stakeholders throughout the life of the project in accordance with the Project Execution Plan and Stakeholder Management Plan.
A2.0.e	Undertake risk assessments.
A2.0.f	Undertake value management exercises.
A2.0.g	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A2.0.h	Comply with regular reporting procedures including regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A2.0.i	Where difficulties are highlighted during the design phase, which may not be capable of being resolved, and which may result in a failure to meet the Project Team brief, report to the Project Manager.
A2.0.j	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Project Manager and obtain instructions.
A2.0.k	Obtain the Employer's approval to proceed at completion of each stage or as otherwise directed by the Employer.

STAGE 1	
A2.1.a	Contact other members of the Design Team and ensure that the Services listed are fully co-ordinated with the services provided by other members of this team.
A2.1.b	Attend and contribute to regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A2.1.c	Assist the Lead Consultant to prepare a detailed programme for developing the brief with reference to the accommodation schedule and in line with a Project Execution Plan
A2.1.d	Develop the brief with reference to the accommodation schedule and in line with a Project Execution Plan, identifying possible options, programmes, and expenditure limits as appropriate.
A2.1.e	Conduct any necessary surveys, site investigations and tests (including any tests to ascertain ground conditions) are carried out and acted on as appropriate.
A2.1.f	Conduct any further studies as may be necessary in order to submit proposals and options to the Employer are undertaken.
A2.1.g	As part of the Design Team, confirm commitment to the final brief.
A2.1.h	As part of the Design Team develop a detailed programme for completion of the Project with agreed cost limit.
A2.1.i	Develop detailed proposals (RIBA Stages B-D) in terms of general approach to layout and design.
A2.1.j	Consult with any local or other authority on matters relating to the proposed Works including: <ul style="list-style-type: none"> • Planning • Building Control • Fire Officer • Environmental Health • Disability Groups • Highways Department • Statutory Undertakers • CEPA
A2.1.k	Make submissions to the Planning Authority to obtain approvals. Where appropriate, appear on behalf of the Employer at any hearing, planning enquiry or the like.
A2.1.l	In co-operation with other members of the Design Team, develop detailed proposals (RIBA Stages B-D) within the approved cost, programme and approved brief and submit to the Project Manager for approval giving details of proposed specification and services.
A2.1.m	Where the Project Team or Design Team has indicated the possibility of a change to the agreed brief during the design phase, provide information on the cost and programme implications and obtain the Project Manager's instructions.
A2.1.n	In liaison with the other members of the Design Team assist in the preparation of a cost plan based on the approved cost and the anticipated start and completion dates. Thereafter, monitor the development of the detailed proposals (RIBA Stages B-D) against the cost plan and report any anticipated difficulty to the Project Manager including proposals for overcoming the difficulty. Obtain the Project Manager's instructions in sufficient time to allow corrective action to be taken.
A2.1.o	Assist the Project Manager to establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that

	any difficulties are rectified and the approved cost limit is maintained.
A2.1.p	As a Design Team develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations, standing orders and council procedures.
STAGE 2	
A2.2.a	Assist in preparing a detailed programme for the production of design information leading up to obtaining tenders for the Works and obtain the Team's commitment to that programme.
A2.2.b	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A2.2.c	Comply with regular reporting procedures including regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A2.2.d	Where difficulties are highlighted during the design phase, which may not be capable of being resolved, and which may result in a failure to meet the Project Team brief, report to the Project Manager.
A2.2.e	In co-operation with other members of the Design Team, develop the detailed proposals (RIBA Stages E-G) within the approved cost, programme and approved brief and submit to the Project Manager for approval giving details of proposed specification and services.
A2.2.f	Assist the Lead Consultant to co-ordinate the production of all design work, ensuring that designs are fully integrated and tested throughout the design phase against cost targets and the designs fully comply with all statutory requirements or regulations. Take action to rectify deficiencies. As a Design Team, ensure that all drawings (according to drawing registers agreed by the Design Team), specifications, schedules, bills of quantities or other documents necessary for the placing of contracts are completed and fully co-ordinated, in accordance with the brief and are available on the programmed date.
A2.2.g	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Project Manager and obtain instructions.
A2.2.h	Co-ordinate and agree materials and construction specifications with the Design Team and keep them fully informed.
A2.2.i	Co-ordinate designs to fully comply with all statutory requirements or regulations and take action to rectify deficiencies.
A2.2.j	Where the Project Team or Design Team has indicated the possibility of a change to the agreed brief during the design phase, provide information on the cost and programme implications and obtain the Project Manager's instructions.
A2.2.k	In liaison with the other members of the Design Team assist in the preparation of a cost plan based on the approved cost and the anticipated start and completion dates. Thereafter, monitor the development of the detailed proposal (RIBA Stages E-G) against the cost plan and report any anticipated difficulty to the Project Manager including proposals for overcoming the difficulty. Obtain the Project Manager's instructions in sufficient time to allow corrective action to be taken.
A2.2.l	Assist the Project Manager to establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A2.2.m	In co-operation with the other members of the Design Team, complete the

	design of the Project up to tender stage.
A2.2.n	Assist in preparation of a pre-tender cost check based on the tender documentation.
A2.2.o	As a Design Team develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations, standing orders and council procedures.
A2.2.p	Following approval of the Procurement Strategy, as a Design Team, define and agree general arrangements for obtaining tenders with due regard to appropriate legislation, regulations, standing orders and council procedures. Agree the need (if appropriate) for specialist contractors to design and execute any sections of the Works or for specialist suppliers to provide any materials or equipment and implement.
A2.2.q	Discuss with the Project Manager the need for site inspection staff and obtain instructions.
STAGE 3	
A2.3.a	In accordance with the agreed procurement strategy and procedure assist to ensure that: <ul style="list-style-type: none"> • Tenders are invited on the programmed date • All enquiries from contractors during the tendering period are answered satisfactorily and that any clarification on the content of the documentation given to a tenderer is copied to other firms tendering • Copies of all correspondence concerning the obtaining of tenders are retained • Tenders receive an arithmetical and technical check • Tenders are appraised
A2.3.b	If the preferred tender following appraisal is higher than the approved cost for the Works, provide whatever advice to make recommendations to the Project Manager.
A2.3.c	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
A2.3.d	Assist the Lead Consultant by providing all relevant documentation to enable the Employer to enter into a contract with the Contractor. Ensure that any adjustments have been made to the Design Team documents in order that they conform to the approval given by the Employer.
STAGE 4	
A2.4.a	Agree a detailed programme for the Works with the Contractor which specifies completion by the agreed date. Agree a date with the Contractor and the Employer for the commencement of work on site
A2.4.b	Hold regular meetings with the Contractor and Design Team as necessary in order to monitor the progress of the Works and the production of design information to the Contractor.
A2.4.c	Continue to monitor the construction phase and take action to ensure the Project will be completed within the cost and brief approved by the Project Team and by the programmed completion date. When matters arise which effect the contract completion date, approved brief or the approved cost, keep the Project Manager fully informed.
A2.4.d	Administer the terms of the construction contract whilst the Project is under construction, undertaking the full range of duties imposed on the Contract Administrator by the Works contract in accordance with the timescales therein,

	including (but not limited to) all activities in connection with adjudication of disputes between the Employer and the Contractor.
A2.4.e	Report to the Project Manager at monthly intervals on the progress of the Works until completion of the project.
A2.4.f	Maintain adequate records and photographs throughout the construction phase to record day-to-day progress of the Works, in particular, highlighting any delays or delays.
A2.4.g	Issue Payment Certificates in accordance with the terms of the Works contract and make recommendations to the Project Manager regarding payments.
A2.4.h	Comply with post contract cost control procedures to ensure financial control covering the issue of instructions which vary the Works and the issue of cost reports to the Project Manager in accordance with Condition 27 of the GC/Works/5 General Conditions for Appointment of Consultants (Variations).
A2.4.i	Assist in the carrying out of appropriate commissioning tests and that action is taken if such tests fail.
A2.4.j	Visit the site at regular intervals during the construction of the Works to inspect the quality of the work, monitor progress and ensure that the Works are completed fully in accordance with the contract documents. Ensure the frequency of these visits is satisfactory.
A2.4.k	In liaison with the Clerk of Works ensure that rigorous quality management procedures are in place throughout the construction phase.
A2.4.l	Liase with Clerk of Works to arrange for any special inspections or tests to ensure that proper and adequate standards of construction are maintained and that all Works are constructed in accordance with the contract documents.
A2.4.m	Throughout the construction phase and until all construction accounts are settled, inform the Project Manager of any contractual claims which have been received or are likely to arise. Make recommendations to the Project Manager and implement the Project Manager's instructions.
A2.4.o	Liase with the Design Team and the main contractor in arranging for any necessary spare equipment, 'as built' record drawings, maintenance manuals and general guidance on the operation of the Building and Services to be made available in good time in order that they can be provided to the Project Manager on completion of the Project.
A2.4.p	Issue a list of defects to the Contractor at the appropriate time in accordance with the terms of the Works contract.
A2.4.q	Ensure that the Contractor rectifies the defects within a reasonable time and issue a Certificate to the Contractor when all defects have been made good.
A2.4.r	Co-ordinate the preparation and issue of the Certificates relating to the completion of the Works
A2.4.s	Issue Payment Certificates relating to the completion of the Works.
A2.4.t	Inform the Project Manager four weeks prior to the anticipated date of completion of the Project.
STAGE 5	
A2.5.a	With the Lead Consultant, advise the Project Manager on the resources and skills required to operate and maintain the completed Works and make recommendations on the timing of their appointment or on the need for any maintenance agreements.
A2.5.b	Ensure that the Works are cleaned, tested and commissioned prior to handover to the Employer.
A2.5.c	Provide information to assist the Contractor in producing a set of record

	drawings, maintenance manuals and detailed instructions on the operation and maintenance of the building services generally.
A2.5.d	Ensure that all statutory Certificates and Approvals are given to the Project Manager.
A2.5.e	Assist in the production of Final Accounts and the issue of Final Certificates and, accordingly, make recommendations to the Project Manager.
A2.5.f	Assist the Lead Consultant to deal with any outstanding insurance claims.
A2.5.g	Assist to provide a detailed statement of final cost to the Project Manager and make recommendations for final payment
A2.5.h	Assist the Project Manager to prepare a Post Project Review in accordance with the Project Execution Plan
A2.5.i	In the event of any arbitration or litigation resulting from the Project prepare documentation and reports and, if required by the Project Manager, attend any hearing on behalf of the Employer (and subject to the payment of an additional fee in accordance with Condition 46 of the GC/Works/5 General Conditions for Appointment of Consultants (Payment for changed Services and variations).

NEW ANNEX 3 – DUTIES OF THE QUANTITY SURVEYOR

All Stages

A3.0.a	Carry out duties in relation to health and safety throughout the project including those specified in the Construction (Design and Management) Regulations 1994 such as: <ul style="list-style-type: none"> • Make clients aware of their duties • Give due regard to health and safety in design work • Provide adequate information about the health and safety risk of the design to those who need it • Co-operate with the CDM Co-ordinator and other designers involved in the project.
A3.0.b	During the course of the Appointment, attend meetings with the Project Manager, Design Team, Project Team, Client Advisers and others as may be necessary to deal with matters pertaining to the Project and to ensure its satisfactory completion.
A3.0.c	Assist to develop a Project Execution Plan and ensure it is adhered to by those involved in the Project
A3.0.d	As appropriate, work with the Design Team and report to the Project Team and Stakeholders throughout the life of the project in accordance with the Project Execution Plan and Stakeholder Management Plan.
A3.0.e	Undertake risk assessments.
A3.0.f	Undertake value management exercises.
A3.0.g	Report to the Project Manager throughout the life of the project on matters in respect of project cost.
A3.0.h	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A3.0.i	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Project Manager and obtain instructions.

A3.0.j	Assist the Project Manager to establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A3.0.k	Assist to ensure co-ordination and agree materials and construction specifications with the Design Team and keep them fully informed.
A3.0.l	Where the Project Team or Design Team has indicated the possibility of a change to the agreed brief during the design phase, provide information on the cost and assist to provide information on the programme implications and obtain the Project Manager's instructions.
A3.0.m	Where difficulties are highlighted during the design phase, which may not be capable of being resolved, and which may result in a failure to meet the Project Team brief, report directly to the Project Manager.
A3.0.n	As a Design Team develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations, standing orders and council procedures.
A3.0.o	Obtain the Employer's approval to proceed at completion of each stage or as otherwise directed by the Employer.
STAGE 1	
A3.1.a	Contact other members of the Design Team and ensure that the Services listed are fully co-ordinated with the services provided by other members of this team.
A2.1.b	Attend and contribute to regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A3.1.c	As a member of the Design Team establish formal communication procedures and hierarchy of responsibility (as laid out in the Project Execution Plan) and work to ensure that it operates closely as a team.
A3.1.d	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A5.1.e	Work with the Design Team to develop a brief with reference to the accommodation schedule and in line with the Project Execution Plan, identifying possible options, programmes, and expenditure limits as appropriate.
A3.1.e	Comply with regular reporting procedures including regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A3.1.f	Assist the Lead Consultant to prepare a detailed programme for developing a brief with reference to the accommodation schedule and in line with the Project Execution Plan.
A3.1.g	Provide cost advice required to develop a brief with reference to the accommodation schedule and in line with the Project Execution Plan, identifying possible options, programmes, and expenditure limits as appropriate.
A3.1.h	As part of the Design Team, confirm commitment to the final brief.
A3.1.i	As part of the Design Team develop a detailed programme for completion of the Project with agreed cost limit.
A3.1.j	Assist, where appropriate, to ensure that the implications of any constraints that may be attached to and contained within the site are assessed and acted upon by the Design Team.
A3.1.k	Co-ordinate and conduct any further cost studies as may be necessary in order to submit proposals and options to the Employer are undertaken.
A3.1.l	Provide a preliminary cost plan for the Project in sufficient detail to assist the other members of the Design Team to develop their design within the overall

	cost limit approved by the Project Team.
A3.1.m	Provide appropriate cost advice to assist the Design Team to develop outline proposals in terms of general approach to layout and design.
A3.1.n	Prepare a final cost plan for the Project based on the approved cost and the anticipated start and completion dates.
A3.1.o	Provide all necessary cost information to enable submission for Stage 2 Scottish Arts Council Lottery application. (RIBA Stages B-D)
STAGE 2	
A3.2.b	Assist in preparing a detailed programme for the production of design information leading up to obtaining tenders for the Works and obtain the Team's commitment to that programme.
A3.2.c	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A3.2.d	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Project Manager and obtain instructions.
A3.2.e	Assist the Project Manager to establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A3.2.f	Assist to ensure co-ordination and agree materials and construction specifications with the Design Team and keep them fully informed.
A3.2.g	Where the Project Team or Design Team has indicated the possibility of a change to the agreed brief during the design phase, provide information on the cost and assist to provide information on the programme implications and obtain the Project Manager's instructions.
A3.2.h	Where difficulties are highlighted during the design phase, which may not be capable of being resolved, and which may result in a failure to meet the Project Team brief, report to the Project Manager.
A3.2.i	Provide such cost advice on alternative design solutions up to tender stage as is necessary and ensure that the final solutions adopted are within the overall cost for the Project approved by the Project Team.
A3.2.j	In co-operation with the other members of the Design Team, oversee completion of the design of the Project up to tender stage.
A3.2.k	As a Design Team, ensure that all drawings (according to drawing registers agreed by the Design Team), specifications, schedules, bills of quantities or other documents necessary for the placing of contracts are completed and fully co-ordinated, in accordance with the brief and are available on the programmed date.
A3.2.l	Undertake a pre-tender cost check based on the tender documentation and inform the Project Manager of the outcome with recommendations.
A3.2.m	As a Design Team develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations, standing orders and council procedures.
A3.2.n	Following approval of the Procurement Strategy, as a Design Team, define and agree general arrangements for obtaining tenders with due regard to appropriate legislation, regulations, standing orders and council procedures. Agree the need (if appropriate) for specialist contractors to design and execute any sections of the Works or for specialist suppliers to provide any materials or equipment and implement.

A3.2.o	Prepare a final cost plan for the Project based on the approved cost and the anticipated start and completion dates, and thereafter, monitor the development of the scheme design against that cost plan up to tender stage and report any anticipated difficulty to the Project Manager including proposals for overcoming that difficulty and obtain the Project Manager's instruction in sufficient time to allow corrective action to be taken.
A3.2.p	Obtain drawings or other necessary information from the other members of the Design team and prepare schedules, bills of quantities or other documents including Conditions of Contract necessary for the placing of contracts.
A3.2.q	Discuss with the Project Manager the need for site inspection staff and obtain instructions.
STAGE 3	
A3.3.a	In accordance with the agreed procurement strategy and procedure: <ul style="list-style-type: none"> • Invite tenders on the programmed date • Ensure all enquiries from contractors during the tendering period are answered satisfactorily and that any clarification on the content of the documentation given to a tenderer is copied to other firms tendering • Ensure copies of all correspondence concerning the obtaining of tenders are retained • Ensure Tenders receive an arithmetical and technical check • Ensure Tenders are appraised
A3.3.b	If the preferred tender following appraisal is higher than the approved cost for the Works, provide whatever advice to make recommendations to the Project Manager.
A3.3.c	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
A3.3.d	Provide all relevant documentation relating to your discipline to enable the Employer to enter into a contract with the Contractor. Ensure that any adjustments have been made to the documents in order that they conform to the approval given by the Employer.
A3.3.e	Report to the Lead Consultant on the anticipated cash flow.
STAGE 4	
A3.4.a	Attend regular meetings with the Contractor and Design Team as necessary in order to monitor the progress of the Works and the production of design information to the Contractor and circulate minutes of the meeting to the Project Team and to others.
A3.4.b	Assist Contract Administrator to monitor the construction phase and take action to ensure the Project will be completed within the cost and brief approved by the Project Team and by the programmed completion date. When matters arise which effect the contract completion date, approved brief or the approved cost, keep the Contract Administrator and the Project Manager fully informed.
A3.4.c	Assist Contract Administrator to administer the terms of the construction contract whilst the Project is under construction, undertaking the full range of duties imposed on the Contract Administrator by the Works contract in accordance with the timescales therein, including (but not limited to) all activities in connection with adjudication of disputes between the Employer and the Contractor.
A3.4.d	Visit the site at regular intervals during the construction of the Works to inspect the quality of the work, monitor progress and ensure that the Works are

	completed fully in accordance with the contract documents.
A3.4.e	In liaison with the Design Team, assist to ensure that rigorous quality management procedures are in place throughout the construction phase.
A3.4.f	Produce financial statements at monthly intervals or at such other intervals as shall be agreed showing the current financial position of the Project and a forecast of the cost at completion and submit directly to the Architect (in their role as Contractor Administrator) and Project Manager. At such intervals as may be necessary, update the forecast of cash flow and inform the Project Manager accordingly.
A3.4.g	Value work in progress including the adjustment for variations in accordance with the construction contract and make recommendations to the Architect (in their role as Contractor Administrator) and the Project Manager.
A3.4.h	Throughout the course of the Works contract liaise with the Contractor and, as necessary, with others, in order to ensure that settlement of all accounts for the Works are achieved within the stipulated period.
A3.4.i	Liaise with the other members of the Project Team and issue interim payment certificates in accordance with the terms of the construction contract.
A3.4.j	Alert the Project Manager, the Architect (in their role as Contractor Administrator) and the other members of the Design Team to the possibility of receiving claims from the Contractor and, if such claims are submitted, keep the Project Manager and others fully informed at all stages.
A3.4.k	As requested by the Project Manager or other members of the Design Team, provide estimates of cost of proposed variations to the Project.
A3.4.l	Assist in post contract cost control procedures to ensure financial control covering the issue of instructions which vary the Works and the issue of cost reports to the Project Manager in accordance with Condition 27 of the GC/Works/5 General Conditions for Appointment of Consultants (Variations).
A3.4.m	If instructed and in co-operation with the other members of the Design team concerned, evaluate claims and make recommendations.
A3.4.n	Assist Contract Administrator to co-ordinate the issue of Payment Certificates relating to the completion of the Works.
A3.4.o	Assist the Contract Administrator by identifying the need for any special inspections or tests to ensure that proper and adequate standards of construction are maintained and that all Works are constructed in accordance with the contract documents.
A3.4.p	If appropriate, liaise with the Design Team and the main contractor in arranging for any necessary spare equipment, 'as built' record drawings, maintenance manuals and general guidance on the operation of the Building and Services to be made available in good time in order that they can be provided to the Project Manager on completion of the Project.
STAGE 5	
A3.5.a	As appropriate, assist to ensure that the Works are cleaned, tested and commissioned prior to handover to the Employer.
A3.5.b	Prepare a final account or accounts for the Contractor and any specialist Sub-Contractors in accordance with the terms of the contract.
A3.5.c	Make recommendations to Contract Administrator for final payment.
A3.5.d	Provide a detailed statement of final cost to the Contract Administrator.
A3.5.e	Assist the Contract Administrator to deal with any outstanding insurance claims.
A3.5.f	Assist the Project Manager to prepare a Post Project Review in accordance with the Project Execution Plan

A3.5.g	In the event of any arbitration or litigation resulting from the Project prepare any necessary documentation and reports and, if required by the Project Team, attend any hearings acting as a witness (and subject to the payment of an additional fee in accordance with Condition 46 of the GC/Works/5 General Conditions for the Appointment of Consultants (Payment for changed Services and variations)).
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NEW ANNEX 4 – DUTIES OF THE CIVIL/STRUCTURAL ENGINEER

All Stages

A4.0.a	Carry out duties in relation to health and safety throughout the project including those specified in the Construction (Design and Management) Regulations 1994 such as: <ul style="list-style-type: none"> • Make clients aware of their duties • Give due regard to health and safety in design work • Provide adequate information about the health and safety risk of the design to those who need it • Co-operate with the CDM Co-ordinator and other designers involved in the project.
A4.0.b	During the course of the Appointment, attend meetings with the Project Manager, Design Team, Project Team, Client Advisers and others as may be necessary to deal with matters pertaining to the Project and to ensure its satisfactory completion.
A4.0.c	Assist to develop a Project Execution Plan and ensure it is adhered to by those involved in the Project
A4.0.d	As appropriate, work with and report to the Project Team and Stakeholders throughout the life of the project in accordance with the Project Execution Plan and Stakeholder Management Plan.
A4.0.e	Undertake risk assessments.
A4.0.f	Undertake value management exercises.
A4.0.g	Comply with regular reporting procedures including regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A4.0.h	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A4.0.i	Assist the Project Manager to establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A4.0.j	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Project Manager and obtain instructions.
A4.0.k	Ensure co-ordination and agree materials and construction specifications with the Design Team and keep them fully informed.
A4.0.l	Prepare such calculations details and design certificates relating to the Works (including demolitions) as may be required for submission to any appropriate

	authority and obtain any necessary approvals.
A4.0.m	Obtain the Employer's approval to proceed at completion of each stage or as otherwise directed by the Employer.
STAGE 1	
A4.1.a	Contact other members of the Design Team and ensure that the Services listed are fully co-ordinated with the services provided by other members of this team.
A4.1.b	As a Design Team establish formal communication procedures and hierarchy of responsibility (as laid out in the Project Execution Plan) and work to ensure that it operates closely as a team.
A4.1.c	Attend and contribute to regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A4.1.d	Work with the Design Team to develop a brief with reference to the accommodation schedule and in line with the Project Execution Plan, identifying possible options, programmes, and expenditure limits as appropriate.
A4.1.e	As part of the Design Team, confirm commitment to the final brief.
A4.1.f	As part of the Design Team develop a detailed programme for completion of the Project with agreed cost limit.
A4.1.g	Co-ordinate and conduct any necessary surveys, site investigations and tests (including any tests to ascertain ground conditions) are carried out and acted on as appropriate.
A4.1.h	Co-ordinate and conduct any further studies as may be necessary in order to submit proposals and options to the Employer are undertaken.
A4.1.i	As appropriate, assist in selection of land for the project ensuring that the implications of any constraints, which may be attached to and contained within the site, are assessed and acted upon.
A4.1.j	Assist in developing detailed proposals (RIBA Stages B-D) in terms of general approach to layout and design.
A4.1.k	Where appropriate, assist in making submissions to the Planning Authority to obtain approvals. Where appropriate, appear on behalf of the Employer at any hearing, planning enquiry or the like.
STAGE 2	
A4.2.a	Assist in preparing a detailed programme for the production of design information leading up to obtaining tenders for the Works and obtain the Team's commitment to that programme.
A4.2.b	Comply with regular reporting procedures including regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A4.2.c	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A4.2.d	Undertake civil/structural design work, ensuring that designs are fully integrated and tested throughout the design phase against cost targets and the designs fully comply with all statutory requirements or regulations. Take action to rectify deficiencies. As a Design Team, ensure that all drawings (according to drawing registers agreed by the Design Team), specifications, schedules, bills of quantities or other documents necessary for the placing of contracts are completed and fully co-ordinated, in accordance with the brief and are available on the programmed date.
A4.2.e	Assist the Project Manager to establish rigorous cost control procedures and

	ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A4.2.f	In liaison with the other members of the Design Team assist in the preparation of a cost plan based on the approved cost and the anticipated start and completion dates. Thereafter, monitor the development of the scheme design against the cost plan and report any anticipated difficulty to the Project Manager including proposals for overcoming the difficulty. Obtain the Project Manager's instructions in sufficient time to allow corrective action to be taken.
A4.2.g	In co-operation with other members of the Design Team, develop the detailed proposals within the approved cost, programme and approved brief and submit to the Project Manager for approval giving details of proposed specification and services.
A4.2.h	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Project Manager and obtain instructions.
A4.2.i	Ensure co-ordination and agree materials and construction specifications with the Design Team and keep them fully informed.
A4.2.j	Prepare such calculations details and design certificates relating to the Works (including demolitions) as may be required for submission to any appropriate authority and obtain any necessary approvals.
A4.2.k	Where the Project Team or Design Team has indicated the possibility of a change to the agreed brief during the design phase, co-ordinate information on the cost and programme implications and obtain the Project Manager's instructions.
A4.2.l	Where difficulties are highlighted during the design phase, which may not be capable of being resolved, and which may result in a failure to meet the Project Team brief, report to the Project Manager.
A4.2.m	In co-operation with the other members of the Design Team, oversee completion of the design of the Project up to tender stage.
A4.2.n	Assist in preparation of a pre-tender cost check based on the tender documentation.
A4.2.o	As a Design Team develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations, standing orders and council procedures.
A4.2.p	Following approval of the Procurement Strategy, as a Design Team, define and agree general arrangements for obtaining tenders with due regard to appropriate legislation, regulations, standing orders and council procedures. Agree the need (if appropriate) for specialist contractors to design and execute any sections of the Works or for specialist suppliers to provide any materials or equipment and implement.
A4.2.q	Discuss with the Project Manager the need for site inspection staff and obtain instructions.
STAGE 3	
A1.3.a	Where appropriate, and in accordance with the agreed procurement strategy and procedure assist to ensure that: <ul style="list-style-type: none"> • Tenders are invited on the programmed date • All enquiries from contractors during the tendering period are answered satisfactorily and that any clarification on the content of the documentation given to a tenderer is copied to other firms tendering • Copies of all correspondence concerning the obtaining of tenders are retained

	<ul style="list-style-type: none"> • Tenders receive an arithmetical and technical check • Tenders are appraised
A1.3.b	If the preferred tender following appraisal is higher than the approved cost for the Works, provide whatever advice to make recommendations to the Project Manager.
A1.3.c	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
A1.3.d	Provide all relevant documentation to enable the Employer to enter into a contract with the Contractor. Ensure that any adjustments have been made to the documents in order that they conform to the approval given by the Employer.
STAGE 4	
A4.4.a	Attend regular meetings with the Contractor and Design Team as necessary in order to monitor the progress of the Works and the production of design information to the Contractor.
A4.4.b	Assist to monitor the construction phase and take action to ensure the Project will be completed within the cost and brief approved by the Project Team and by the programmed completion date. When matters arise which effect the contract completion date, approved brief or the approved cost, keep the Contract Administrator and Project Manager fully informed.
A4.4.c	As appropriate, assist the Contract Administrator to administer the terms of the construction contract whilst the Project is under construction, undertaking the full range of duties imposed on the Contract Administrator by the Works contract in accordance with the timescales therein, including (but not limited to) all activities in connection with adjudication of disputes between the Employer and the Contractor.
A4.4.d	Contribute to post contract cost control procedures to ensure financial control covering the issue of instructions which vary the Works and the issue of cost reports to the Project Manager in accordance with Condition 27 of the GC/Works/5 General Conditions for Appointment of Consultants (Variations).
A4.4.e	As appropriate, inform the Contract Administrator or Project Manager of any contractual difficulties which may arise during the course of the contract and obtain their instructions.
A4.4.f	Visit the site at regular intervals during the construction of the Works to inspect the quality of the work, monitor progress and ensure that the Works are completed fully in accordance with the contract documents. Co-ordinate the site visits of other members of the Design Team and ensure the frequency of these visits is satisfactory.
A4.4.g	Assist the Contract Administrator and Clerk of Works to ensure that rigorous quality management procedures are in place throughout the construction phase.
A4.4.h	Liase with Contract Administrator to arrange for any special inspections or tests to ensure that proper and adequate standards of construction are maintained and that all Works are constructed in accordance with the contract documents.
A4.4.i	Liase with the Contract Administrator and the main contractor in arranging for any necessary spare equipment, 'as built' record drawings, maintenance manuals and general guidance on the operation of the Building and Services to be made available in good time in order that they can be provided to the Project Manager on completion of the Project.
A4.4.j	Ensure that the Contractor rectifies defects within a reasonable time and issue a Certificate to the Contractor when all defects have been made good.

STAGE 5	
A4.5.a	Ensure that the Works are cleaned, tested and commissioned prior to handover to the Employer.
A4.5.b	Provide information to assist the Contractor in producing a set of record drawings, maintenance manuals and detailed instructions on the operation and maintenance of the building services generally.
A4.5.c	Assist the Project Manager to prepare a Post Project Review in accordance with the Project Execution Plan
A4.5.d	In the event of any arbitration or litigation resulting from the Project prepare documentation and reports and, if required by the Project Manager, attend any hearing on behalf of the Employer (and subject to the payment of an additional fee in accordance with Condition 46 of the GC/Works/5 General Conditions for Appointment of Consultants (Payment for changed Services and variations).

NEW ANNEX 5 – DUTIES OF THE BUILDING SERVICES ENGINEER	
All Stages	
A5.0.a	Carry out duties in relation to health and safety throughout the project including those specified in the Construction (Design and Management) Regulations 1994 such as: <ul style="list-style-type: none"> • Make clients aware of their duties • Give due regard to health and safety in design work • Provide adequate information about the health and safety risk of the design to those who need it • Co-operate with the CDM Co-ordinator and other designers involved in the project.
A5.0.b	During the course of the Appointment, attend meetings with the Project Manager, Design Team, Project Team, Client Advisers and others as may be necessary to deal with matters pertaining to the Project and to ensure its satisfactory completion.
A5.0.c	Assist to develop a Project Execution Plan and ensure it is adhered to by those involved in the Project
A5.0.d	As appropriate, work with and report to the Project Team and Stakeholders throughout the life of the project in accordance with the Project Execution Plan and Stakeholder Management Plan.
A5.0.e	Undertake risk assessments.
A5.0.f	Undertake value management exercises.
A5.0.g	Comply with regular reporting procedures including regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A5.0.h	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.
A5.0.i	Assist the Project Manager to establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A5.0.j	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may

	result in the cost limit for the project being exceeded, make recommendations to the Project Manager and obtain instructions.
A5.0.k	Ensure co-ordination and agree materials and construction specifications with the Design Team and keep them fully informed.
A5.0.l	Prepare such calculations details and design certificates relating to the Works (including demolitions) as may be required for submission to any appropriate authority and obtain any necessary approvals.
A5.0.m	Obtain the Employer's approval to proceed at completion of each stage or as otherwise directed by the Employer.
STAGE 1	
A5.1.a	Contact other members of the Design Team and ensure that the Services listed are fully co-ordinated with the services provided by other members of this team.
A5.1.b	As a Design Team establish formal communication procedures and hierarchy of responsibility (as laid out in the Project Execution Plan) and work to ensure that it operates closely as a team.
A5.1.c	Attend and contribute to regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A5.1.d	Work with the Design Team to develop a brief with reference to the accommodation schedule and in line with the Project Execution Plan, identifying possible options, programmes, and expenditure limits as appropriate.
A5.1.e	As part of the Design Team, confirm commitment to the final brief.
A5.1.f	As part of the Design Team develop a detailed programme for completion of the Project with agreed cost limit.
A5.1.g	Co-ordinate and conduct any necessary surveys, site investigations and tests (including any tests to ascertain ground conditions) are carried out and acted on as appropriate.
A5.1.h	Co-ordinate and conduct any further studies as may be necessary in order to submit proposals on the building services together with options and recommendations to the Employer.
A5.1.i	As appropriate, assist in selection of land for the project ensuring that the implications of any constraints, which may be attached to and contained within the site, are assessed and acted upon.
A5.1.j	Investigate the various alternatives in order to select the most suitable solution and prepare any outline drawings and specification to illustrate and compare alternative solutions. Assist in developing detailed proposals (RIBA Stages B-D) in terms of general approach to layout and design.
A5.1.k	Where appropriate, assist in making submissions to the Planning Authority to obtain approvals. Where appropriate, appear on behalf of the Employer at any hearing, planning enquiry or the like.
STAGE 2	
A5.2.a	Comply with regular reporting procedures including regular meetings of the Design Team in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies.
A5.2.b	Assist in preparing a detailed programme for the production of design information leading up to obtaining tenders for the Works and obtain the Team's commitment to that programme.
A5.2.c	Assist in ensuring that the exchange of design or other information between the design team is satisfactory throughout the course of the Project.

A5.2.d	In liaison with the other members of the Design Team assist in the preparation of a cost plan based on the approved cost and the anticipated start and completion dates. Thereafter, monitor the development of the detailed proposals (RIBA Stages B-D) against the cost plan and report any anticipated difficulty to the Project Manager including proposals for overcoming the difficulty. Obtain the Project Manager's instructions in sufficient time to allow corrective action to be taken.
A5.2.e	Undertake Building Services design work, ensuring that designs are fully integrated and tested throughout the design phase against cost targets and the designs fully comply with all statutory requirements or regulations. Take action to rectify deficiencies. As a Design Team, ensure that all drawings (according to drawing registers agreed by the Design Team), specifications, schedules, bills of quantities or other documents necessary for the placing of contracts are completed and fully co-ordinated, in accordance with the brief and are available on the programmed date.
A5.2.f	In co-operation with other members of the Design Team, develop the detailed proposals (RIBA Stage B-D) within the approved cost, programme and approved brief and submit to the Project Manager for approval giving details of proposed specification and services.
A5.2.g	Ensure that life cycle costings techniques are applied to the design for the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Lead Consultant and obtain instructions.
A5.2.h	Ensure co-ordination and agree materials and construction specifications with the Design Team and keep them fully informed.
A5.2.i	Prepare necessary information as may be required for submission to any appropriate authority and obtain any necessary approvals.
A5.2.j	Where difficulties are highlighted during the design phase, which may not be capable of being resolved, and which may result in a failure to meet the Project Team brief, report to the Project Manager.
A5.2.k	Where the Project Team or Design Team has indicated the possibility of a change to the agreed brief during the design phase, co-ordinate information on the cost and programme implications and obtain the Project Manager's instructions.
A5.2.l	Assist the Project Manager to establish rigorous cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
A5.2.m	In co-operation with the other members of the Design Team, oversee completion of the Building Services design of the Project up to tender stage.
A5.2.n	As a Design Team develop and submit the Project procurement strategy to the Project Team for approval with due regard to appropriate legislation, regulations, standing orders and council procedures.
A5.2.o	Following approval of the Procurement Strategy, as a Design Team, define and agree general arrangements for obtaining tenders with due regard to appropriate legislation, regulations, standing orders and council procedures. Agree the need (if appropriate) for specialist contractors to design and execute any sections of the Works or for specialist suppliers to provide any materials or equipment and implement.
A5.2.p	Assist in preparation of a pre-tender cost check based on the tender documentation.
A5.2.q	Discuss with the Project Manager the need for site inspection staff and obtain instructions.

STAGE 3	
A5.3.a	<p>Where appropriate, and in accordance with the agreed procurement strategy and procedure:</p> <ul style="list-style-type: none"> • Assist to ensure tenders are invited on the programmed date • Assist to ensure all enquiries from contractors during the tendering period are answered satisfactorily and that any clarification on the content of the documentation given to a tenderer is copied to other firms tendering • Ensure copies of all correspondence concerning the obtaining of tenders are retained • Carry out technical check of the Contractor's priced documents regarding the Building Services element (and assist with an arithmetical check if required) prior to producing a tender report to the Quantity Surveyor • Tenders are appraised
A5.3.b	If the preferred tender following appraisal is higher than the approved cost for the Works, provide whatever advice to make recommendations to the Project Manager.
A5.3.c	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
A5.3.d	Provide all relevant Building Services documentation to enable the Employer to enter into a contract with the Contractor. Ensure that any adjustments have been made to the documents in order that they conform to the approval given by the Employer.
STAGE 4	
A5.4.a	As appropriate assist the Contract Administrator to agree a detailed programme for the Works with the Contractor which specifies completion by the agreed date. Agree a date with the Contractor and the Employer for the commencement of work on site
A5.4.b	Attend regular meetings with the Contractor and Design Team as necessary in order to monitor the progress of the Works and the production of design information to the Contractor.
A5.4.c	Visit the site at regular intervals during the construction of the Works to inspect the quality of the work, monitor progress and ensure that the Works are completed fully in accordance with the contract documents. Co-ordinate the site visits of other members of the Design Team and ensure the frequency of these visits is satisfactory.
A5.4.d	Assist to monitor the construction phase and take action to ensure the Project will be completed within the cost and brief approved by the Project Team and by the programmed completion date. When matters arise which effect the contract completion date, approved brief or the approved cost, keep the Contract Administrator and Project Manager fully informed.
A5.4.e	Contribute to post contract cost control procedures to ensure financial control covering the issue of instructions which vary the Works and the issue of cost reports to the Project Manager in accordance with Condition 27 of the GC/Works/5 General Conditions for Appointment of Consultants (Variations).
A5.4.f	As appropriate, assist the Contract Administrator to administer the terms of the construction contract whilst the Project is under construction, undertaking the full range of duties imposed on the Contract Administrator by the Works contract in accordance with the timescales therein, including (but not limited to) all activities in connection with adjudication of disputes between the Employer and the

	Contractor.
A5.4.g	As appropriate assist the Quantity Surveyor to produce financial statements at monthly intervals or at such other intervals as shall be agreed showing the current financial position of the Project and a forecast of the cost at completion and submit directly to the Architect (in their role as Contractor Administrator) and Project Manager. At such intervals as may be necessary, update the forecast of cash flow and inform the Project Manager accordingly.
A5.4.h	As appropriate, inform the Contract Administrator or Project Manager of any contractual difficulties which may arise during the course of the contract and obtain their instructions.
A5.4.i	Assist the Contract Administrator and Clerk of Works to ensure that rigorous quality management procedures are in place throughout the construction phase.
A5.4.j	Liase with Contract Administrator to arrange for any special inspections or tests to ensure that proper and adequate standards of construction are maintained and that all Works are constructed in accordance with the contract documents.
A5.4.k	Ensure that the Contractor rectifies defects within a reasonable time and issue a Certificate to the Contractor when all defects have been made good.
A5.4.l	Liase with the Contractor to ensure commissioning tests are carried out, results assessed and that the tests satisfy and meet the performance and other requirements stipulated in the Works contract. Ensure the results of all such tests are passed to the Contract Administrator.
A5.4.m	If any commissioning tests fail to meet the requirements in any way, ensure that, at no cost to the Employer, the Contractor complies with his contractual obligations and rectifies any defects in the Works and, subsequently, arrange for such further tests to be undertaken until satisfactory results are obtained.
A5.4.n	Liase with the Contract Administrator and the main contractor in arranging for any necessary spare equipment, 'as built' record drawings, maintenance manuals and general guidance on the operation of the Building and Services to be made available in good time in order that they can be provided to the Project Manager on completion of the Project.
STAGE 5	
A5.5.a	Ensure that the Works are cleaned, tested and commissioned prior to handover to the Employer.
A5.5.b	Report the final cost of the Works to the Quantity Surveyor as required.
A5.5.c	Advise the Contract Administrator on the resources and skills required to operate and maintain the completed Works and make recommendations on the timing of their appointment or on the need for any maintenance agreements. These implications are to be included in the consideration of options during preceding stages.
A5.5.d	Ensure sufficient handover to the Employer regarding operation and maintenance requirements.
A5.5.e	Provide information to assist the Contractor in producing a set of record drawings, maintenance manuals and detailed instructions on the operation and maintenance of the building services generally.
A5.5.f	Assist the Project Manager to prepare a Post Project Review in accordance with the Project Execution Plan
A5.5.g	In the event of any arbitration or litigation resulting from the Project prepare documentation and reports and, if required by the Project Manager, attend any hearing on behalf of the Employer (and subject to the payment of an additional fee in accordance with Condition 46 of the GC/Works/5 General Conditions for

Appointment of Consultants (Payment for changed Services and variations).

NEW ANNEX 7 – DUTIES OF THE CLERK OF WORKS

STAGES 4 and 5

7.45.a	Carry out Employer's duties in relation to health and safety throughout the project including those specified in the Construction (Design and Management) Regulations 1994 such as: <ul style="list-style-type: none"> • Make clients aware of their duties • Give due regard to health and safety in your design work • Provide adequate information about the health and safety risk of the design to those who need it • Co-operate with the CDM Co-ordinator and other designers involved in the project.
7.45.b	Act as an inspector on behalf of the Contract Administrator, to check that the project is constructed in accordance with production documentation and other instructions properly issued to the Contractor.
7.45.c	Check that the required standards of quality and accuracy of work and materials are maintained, including taking samples of materials, concrete test cubes etc., and obtain copies of contractor's records of certification.
7.45.d	Examine all issued drawings, specifications, information and instructions, and refer any comments to the Contract Administrator.
7.45.e	Examine programmes for construction: record and check progress and report to the Contract Administrator, 4 days in advance of site meetings.
7.45.f	Record actual progress on copy of Contract Master Programme, and Sub Programmes
7.45.g	Immediately report to Contract Administrator if: <ol style="list-style-type: none"> a) There is a continuing negligence or non-compliance after the Contractor's attention has been drawn both orally and in writing to any lack of observance, and b) There is any reason to believe that any part of the work is being sub-let without the Contract Administrator's written consent.
7.45.h	Ensure that when using measuring and test equipment it is properly maintained and in good working order.
7.45.i	Check external drainage installations.
7.45.j	Assist in the resolution of queries arising on site so that work proceeds in an effective, workmanlike and economic manner.
7.45.k	Issue Site Directions to the Contractor and request Instruction from the Contract Administrator where appropriate. <i>N.B. Site Directions should only be issued as matters of urgency.</i>
7.45.l	Maintain a set of marked up drawings recording any revisions to issued information.
7.45.m	Prepare the Clerk of Works Progress Report for submission to the Contract Administrator. Maintain registers of drawings and Site Directions.
7.45.n	Attend the site during the construction period and attend the site meetings when requested by the Contract Administrator.
7.45.o	Check and sign daywork sheets for hours worked and materials used noting 'for record purposes only' above signature since this is not authorization for payment.

	<p>Include reference to original direction for daywork to be undertaken. When absent from the site, delegate this responsibility to another member of the Site Team. If work carried out outside normal working hours, special arrangements need to be made for checking time and materials.</p>
7.45.p	<p>Observe any health and safety requirements of the employer to the Clerk of Works.</p>
7.45.q	<p>Draw to the Contract Administrator notice in writing any observed breaches of the Health and Safety Work Legislation by the Contractor, Sub-Contractors or Consultants, or any other site safety problems and/or hazards observed and monitor action taken. Report serious safety matters to the Contract Administrator.</p>
7.45.r	<p>Maintain a job diary</p> <p>A Job Diary will be made available which is to remain in the custody of the Clerk of Works and treated as one of the job documents and returned to the Contract Administrator duly completed at Practical Completion.</p> <p>The items to be noted are to include: Site directions issued to Contractor Verbal instructions or information given to the Clerk of Works by the Contract Administrator. Verbal instructions or information given by the Building Control Officer or any other representative of a Statutory Authority. Visits by representatives of the building inspectors, statutory authorities, professional team or client. Dayworks: Weather: High/Low temperatures High Winds Rain or snow etc. Exceptionally adverse weather</p> <p>Record any effects on the works by the above. Tests: Record of tests made. Workmanship: Any comment on bad workmanship made to the Contractor or any of his staff. Progress: Record progress against programme. Delays: Any delays that are evident and the reasons for them in any specific operation or between operations. Information: Any drawing, or other information requested by the Contractor. Concreting: Concrete pouring, and striking of items of formwork. Labour: Any labour problems. Condemned Work: Note details of any condemned works or work which may be covered up, any materials that have been rejected, details of all errors, pulling down, cutting away, rebuilding or other remedial measures that have had to be taken. Keep record of time taken. Health and Safety: Record any accidents to persons, structures, equipment or plant. Water: Record of any pumping operation. It should be a routine operation for the Clerk of Works (Building) to write up the Job Diary as soon as possible after events and in any case, by the end of the day.</p>
	<p>Limitations</p>
	<p>The Clerk of Works should NOT:-</p>

7.X.a	Modify the design without prior approval of the Contract Administrator.
7.X.b	Give any directions whatever or make an alteration to any basic details of the contract particulars whether or not involving or likely to involve expenditure without prior specific instruction from the Contract Administrator.
7.X.c	Accept any instructions other than from the Contract Administrator.
7.X.d	Vary the accepted practices, methods and procedures of the Contract Administrator or Consultants without prior discussion and approval.
7.X.e	Ever give advice to the Contractor on methods of working (for which the Contractor alone is responsible) lest it be interpreted as an instruction which may incur extra costs or create other difficulties.
7.X.f	Take any action on communications received direct from the employer but refer them to the Contract Administrator, who will take any appropriate action necessary.
7.X.g	Approve the Contractor method of carrying out any remedial measures without the prior approval of the Contract Administrator.
7.X.h	Agree any commitments with Sub-Contractors or Suppliers.