


SCHEDULE 4

FORM OF PROJECT APPOINTMENT

Schedule 4 - FORM OF PROJECT APPOINTMENT (TYPICAL EXAMPLE)

 <p>Insert Logo Here</p>	ARCHEB SWYDDOGOL OFFICIAL ORDER RHIF ARCHEB/ORDER NO. [F] Date:
---	---

Parties and Contacts

<p>The <i>Employer</i> is</p> <p>Name: [Insert Details]</p> <p>Address: [Insert Details]</p> <p>Contact Details:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>The <i>Consultant</i> is</p> <p>Name: .. [Insert name of <i>Consultant</i>]</p> <p>[The <i>Consultant</i>]</p> <p>Address: _____</p> <p>_____</p> <p>Reg No: _____</p> <p>Contact Details:</p> <p>_____</p>
---	--

Project Details

Project/Scheme Title:	[Insert Details]
Location /Site:	[Insert Details]
Project Brief No:	[Insert Details]

Services

Details of Gwasanaethau/Services	£	P
Perform the <i>Services</i> and the <i>Scope</i> which are set out in the Services Brief at [reference] pursuant to this Purchase Order and the Framework Agreement		
	CYFANSWM/ TOTAL	

Incorporation of Documents

This purchase order written as a Deed, incorporates the following documents as follows:

1. In this Agreement unless the context otherwise requires words and expressions shall have the same meaning as set out in the *conditions of contract* comprising:
 - the core clauses for main **Option [...]: Priced Contract with Activity Schedule**
 - secondary **Options X2, X4, X8, X10, X11, X18, Y(UK)2 and Z**
 - Dispute Resolution **W2**of the NEC3 Professional Services Contract (April 2013) (the “PSC”)
2. The Service and Scope Information (The Activity Schedule / Services Brief included in **Annex B**);
3. The Contract Data Parts 1 & 2;
4. Risk Register;
5. Activity Schedule;
4. The Quality Submission;
5. The *Consultants* Offer;
6. The Framework Agreement. The terms and conditions of the Framework Agreement made between National Procurement Service and **[the Consultant]** dated **[Insert Date]** shall apply to this Purchase Order save as amended within this purchase order and words and phrases in this purchase order shall have the same meaning attributed to them in the Framework Agreement. In the event of any conflict the following order of priority shall prevail.
 - 6.1 The Framework Agreement;
 - 6.2 This purchase order;
 - 6.3 Any other document;
7. The several documents forming this Agreement are to be taken as mutually explanatory of one another
8. Any dispute or difference or question arising out of or in connection with the Agreement shall be resolved in accordance with the *conditions of contract*

Other Matters

1. **The Consultant acknowledges:**
 - 1.1 the Employer’s right to decide not to require the *Consultant* to undertake any further services and/or works at completion of the services
2. The *Consultant* agrees to act reasonably and promptly and to co-operate and assist the Employer in preparing and/or providing and/or agreeing such information or documents as are required by the Employer in the provision of the services
3. The *Consultant* shall procure and deliver to the *Employer* Deeds of Collateral Warranty in favour of the *Employer* in the form included in Volume 1 Section 1d properly executed and delivered as a deed by each *Sub-Consultant* within seven days of the appointment of each said *Sub-Consultant* by using reasonable endeavours so to do.

Execution

NPTCBC PROVISIONS

IN WITNESS whereof the parties hereto have executed this Agreement as a deed the day and year first before written

The **Common Seal** of **NEATH**)
PORT TALBOT COUNTY)
BOROUGH COUNCIL was)
hereunto affixed in the presence of:)
Proper Officer

This Deed has been executed)
by **[To Be Advised]** acting by:)
(Director)

(Director/Secretary)

CEREDIGION PROVISIONS

EXECUTED AS A DEED BY THE EMPLOYER

Hereinbefore mentioned namely CYNGOR SIR CEREDIGION
COUNTY COUNCIL by affixing hereto its **COMMON SEAL**
in the presence of:

Chairman

Head of Legal, Human Resources & Democratic Services

EXECUTED AS A DEED BY THE CONTRACTOR

Namely **[To Be Advised]** acting by a Director and)
The Company Secretary / two Directors of the)
Company **(Director)**

(Director/Secretary)

CARMARTHENSHIRE PROVISIONS

EXECUTED AS A DEED by CARMARTHENSHIRE COUNTY COUNCIL

by the affixing of its Common Seal
in the presence of:-

Authorised Signatory

EXECUTED AS A DEED by the CONSULTANT

Namely **[To Be Advised]** acting by a Director and)
The Company Secretary / two Directors of the)
Company **(Director)**

(Director/Secretary)

**NOTE: ATTESTATION CLAUSES WILL BE SUBJECT TO CHANGE DEPENDING UPON EACH
LOCAL AUTHORITY'S SPECIFIC REQUIREMENTS.**

Part one - Data provided by the *Employer*

Statements given in all contracts

1. **General**
 - The conditions of contract are the core clauses and the clauses for main Option [...], dispute resolution Option **W2** and secondary Options **X2, X4, X8, X10, X11, X18, Y(UK)2 and Z** of the NEC3 Professional Services Contract April 2013, (with current amendments).
 - The *Employer* is
[Details to be Inserted]
 - The *Adjudicator* is **If required to be selected from a list of adjudicators provided by the Institution of Civil Engineers.**
 - The *services* are **[Details to be Inserted]**. All services are detailed in Annex B Activity Schedule / Services Brief dated **[Insert Date]**
 - The Scope is in Annex B dated **[Details to be Inserted]**
 - The *language of this contract* is **English.**
 - The *law of the contract* is the law **of England and Wales, subject to the jurisdiction of the Courts of England and Wales.**
 - The *period for reply* is **2 weeks.**
 - The *period for retention* is **12 years** following completion or early termination.
 - The *Adjudicator nominating body* is **The Institution of Civil Engineers.**
 - The *tribunal* is **Arbitration.**
 - The following matters will be included in the Risk Register
Refer to the Risk Register included in Annex A.
2. **The Parties' main responsibilities**
 - The *Employer* provides access to the following persons, places and things
As required to allow Completion of the whole of the services in accordance with this Agreement.
3. **Time**
 - The *starting date* is **[Details to be Inserted]**
 - The *Consultant* submits programmes at intervals no longer than **4 weeks**
4. **Quality**
 - The quality policy statement and quality plan are provided within **2 weeks** of the Contract Date.
 - The *defects date* is **52 weeks** after Completion of the whole of the *services*.

5. Payment

- The *assessment interval* is **one calendar month**.
- The *currency of this contract* is **Pounds Sterling (£)**.
- The *interest rate* is **2 %** per annum above the **base rate in force from time to time of the Bank of England**.

8. Indemnity, insurance and liability

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professions providing services similar to the <i>services</i>	£10 Million in respect of any one occurrence or series of occurrences arising out of any one event, without limit to the number of claims	12 Years
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£10 Million in respect of each claim, without limit to the number of claims	Up to the Completion of the whole of the services
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£10 Million in respect of each claim, without limit to the number of claims	Up to the Completion of the whole of the services

- The *Employer* provides the following insurances **None**
- The *Consultant's* total liability to the *Employer* for all matters arising under or connection with this contract, other than the excluded matters, is limited to **[Details to be Inserted]**

Optional Statements

- The *completion date* for the whole of the *services* is **[Details to be Inserted]**
- The *Consultant* is to submit a first programme for acceptance within **2** weeks of the Contract Date.
- The *key dates* and conditions to be met are:

Condition to be met

Key date

[Details to be Provided]

[Details to be Provided]

- If **Y(UK)2** is used and the final date for payment is not 14 days after the date when payment is due
- The period for payment is **21 days**
- The *expenses* stated by the Employer are **all costs other than Time Charges deemed reasonable and necessary in order to provide the services.**
- The arbitration procedure is **the latest version of the Institution of Civil Engineers Arbitration Procedure or any amendment or modification to it in force when the arbitrator is appointed.**
- The place where arbitration is to be held is **Cardiff.**
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitrator is**to be selected from a list of Arbitrators provided by The Institution of Civil Engineers.**
- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **one calendar month**
- The exchange rates are those published in **Not Applicable**

Option X2

- The *law of the project* is **England and Wales**

Option X8

- The *collateral warranty* agreements are
Included in Framework Document. Warranty documents only have to be provided by Consultants / Sub-Consultants who have input in the design.

Option X10

- The *Employer's Agent* **[To Be Advised]**
- The authority of the *Employers Agent* is **full role and responsibilities of the Employer.**

Option X18

- The *Consultants* liability to the Employer for indirect or consequential loss is limited

to **The Contract Sum**

- The *Consultants* liability to the Employer for Defects that are not found until after the *defects date* is limited to **The Contract Sum**
- The *end of liability* date is **12 years** after Completion of the whole of the services.

Option Z

The additional conditions of contract entitled “Option Z Additional Conditions of Contract” and incorporated by reference are set out at **Schedule 9** to the Framework Agreement.

Part two - Data provided by the *Consultant*

Statements given in all contracts

- The *Consultant* is
 - Name [Details to be Provided]
 - Address [Details to be Provided]
- The *key persons* are
 - (1) Name [Details to be Provided]
 - Responsibilities [Details to be Provided]
 - Qualifications [Details to be Provided]
 - Experience [Details to be Provided]
 - (2) Name [Details to be Provided]
 - Responsibilities [Details to be Provided]
 - Qualifications [Details to be Provided]
 - Experience [Details to be Provided]
- The *staff rates* are

name / designation	rate
[Details to be Provided]	
- The following matters will be included in the Risk Register
Refer to the Risk Register included in Annex A.

Optional Statements

- The *completion date* for the whole of the *services* is [Details to be Provided]
- The programme identified in the Contract Data is [Details to be Provided]
- The expenses stated by the Consultant are

Item	amount
[Details to be Provided]	
- The Employer provides access to the following persons, places and things

Access to	access date
[Details to be Provided]	
- The activity schedule is **Annex B**
- The tendered total of the Prices is [Details to be Provided]

Annex A – Risk Register

Code	Risk ID Nr	Description	Mitigation
------	---------------	-------------	------------

Note:

1. The Consultant should consider the above Risks and add to the list for tender review.

Annex B - Activity Schedule / Services Brief

SERVICES BRIEF						
Name of Consultant: [Insert]						
Local Authority	[Insert]					
Project Brief No:	[Insert]	Date Issued:	[Insert]	Response Req'd By: [Insert]		
Location:	The South West & Mid Wales Region			Grid Ref: N/A		
Scheme Title:	[Insert]					
Scheme Sponsor:	Neath Port Talbot CBC		Department: Environment		Phone No. 01639 686483	
Scheme Category:	[Insert]					
Scheme Stage:	[Insert]					
Description of Work (including outputs and target dates)	Refer to Volume 2 - Service and Scope Information. Starting date is TBC Final report to be completed by					
Employer Project Manager	[Insert]			Phone Number [Insert]		
Budget Source/Amount:	[Insert]		Fixed Fee	✓	Time Charge	

DESIGN CONSULTANT PROJECT INFORMATION	
Job Number:	
Job Name:	
Project Manager	Phone Number:
DESIGN CONSULTANT BRIEF RESPONSE	
Summary Of Brief:	
Objectives:	
Key Stakeholders:	
Approach and Method:	
Proposed Outputs:	

ACTIVITY SCHEDULE OF THE DESIGN CONSULTANT				
Principal Tasks	Start Date	Finish Date	Cost (£)	Method of Payment F - fixed price
Total of the Prices				

SCHEDULE 1: DESIGN CONSULTANT RESOURCE SCHEDULE					
Staff / Resource Name	Key (Y or N)	Scheme Role	Estimated Hours	Rate (per Hour)	Cost
TOTAL (To align with the Activity Schedule)					

PERFORMANCE INDICATORS RELATING TO BRIEF					
1* Completion on time	2* Completion on budget	3* Quality of Work / Service	4*	5*	6*

ADDITIONAL INSURANCES TO BE PROVIDED BY THE <i>CONSULTANT</i>	
1.	Insurance against Cover is Period of cover Deductibles are
2.	Insurance against Cover is Period of cover Deductibles are

The agreed limits of liability in relation to Professional Indemnity Insurances are as the table below.

Using this formula, the Limit of Liability will be [Insert]

Activity	< £20k	£20k to £50k	£50k to £100k	➤ £100k
Feasibility	5 x Fee	£60k + (2 x Fee)	£120k + (0.8 x Fee)	TBA
Detailed Design / Construction	10 x Fee	£85k + (5.83 x Fee)	£250k + (2.5 x Fee)	£420k + (0.85 x Fee)

Services Schedule		Ref:	
Accepted Programme:		Ref:	
Fee proposal:		Ref:	
Risk Assessment		Ref:	
Method Statement		Ref:	
Resource Plan		Ref:	
Indicative Risk Register		Ref:	
Indicative KPI's		Ref:	