

# CROSS LONDON RAIL LINKS

## PROJECT DELIVERY PARTNER OJEU Notice 2008/S 65-088136 Lot 2 (Contract No. C2072 Lot 2)

### Invitation to Tender Part 2

#### Appendix 1 - Scope

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## 1.0 Introduction

- 1.1.1 This document sets out the scope of services for the *Project Delivery Partner* in managing the delivery of the design and construction of the Project to the functional, technical, time, cost, safety, quality and environmental requirements as set out in the Project Development Agreement (PDA) and the Crossrail Act 2008. Terms in capitals in this document have the same meaning as used in the PDA unless defined otherwise in the contract.
- 1.1.2 The overarching responsibility of the *Project Delivery Partner* is to ensure the successful delivery of the central section Project, including Delivery Contracts and Signalling Contracts as defined in the PDA. This will include responsibilities for the procurement and management of all necessary contracts and the management of interfaces between them and between the project and all stakeholders including consent granting bodies.
- 1.1.3 The *Employer* is also procuring the services of a Programme Partner who will work with the *Employer* to form an integrated Programme delivery team. This document needs to be read in conjunction with the scope of services for the Programme Partner to ensure that the split of responsibilities is understood and that the interface between the two Partners is managed effectively and efficiently without duplication. The *Project Delivery Partner* will be required to work in a supportive and collaborative manner with the Programme Partner, as it will with the *Employer*.
- 1.1.4 The *Project Delivery Partner* shall provide the services, staff, knowledge, systems and leadership resource, together with the necessary corporate support, to deliver the required outcomes.
- 1.1.5 In developing Crossrail to the current position the *Employer* has established some organisational arrangements, strategies, systems, and processes to support the ongoing delivery of the Project and Programme. The *Employer* has also established effective working arrangements with a wide range of stakeholders and interested parties. Where the existing arrangements and relationships will be continuing, the *Project Delivery Partner* will be required to provide a fully supportive and committed approach in taking them forward. The *Project Delivery Partner* will also be required to identify any gaps in the current arrangements and systems and to set out proposals for ensuring the successful delivery of the Project.
- 1.1.6 The *Employer* is procuring Design Framework Consultants to provide the resource needed to develop the detailed design of the Project as necessary for the procurement of the works (the designers). It may be in the overall interests of the Project for critical design packages to be procured before the *Project Delivery Partner* is appointed. The *Project Delivery Partner* will be required to work with the *Employer* and any appointed designers to ensure that the design requirements are successfully delivered to schedule.
- 1.1.7 The resource requirements of the Project will vary over the Programme duration. The *Project Delivery Partner* will need to be flexible in its management of resources to ensure that the appropriate resources will be available at the right time.

## 2.0 Engineering

The Project Delivery Partner shall:

### 2.1 Assurance

- 2.1.1 Develop requirements from the PDA to define scope and allocate to specific Project contracts;
- 2.1.2 Implement and manage progressive assurance throughout the planning, management and implementation of the Project, in accordance with the *Employer's* systems assurance strategy and the provision of interfaces between the Compliance and Assurance Group (CAG), designers and contractors;
- 2.1.3 Manage designers and contractors to provide progressive assurance, including the preparation of technical cases providing assurance that the preliminary and detailed designs produced for the Project are consistent with the requirements of the Crossrail Project Functional Requirements (CPFR), as defined in the PDA, and that Crossrail is capable of being operated and maintained safely;
- 2.1.4 Project manage the process of achieving construction to standards, including acceptance, hand back and other approvals;
- 2.1.5 Develop and manage the obtaining of HMRI and similar acceptances and approvals for Project works;
- 2.1.6 Assist the Operators in obtaining all necessary Railways Act and ROGs consents for the Project and where applicable, the preparation and establishment of a Safety Management System and a Safety Verification Scheme for the Project, in accordance with the requirements of the PDA;
- 2.1.7 Ensure that the Conventional Interoperability Regulations, where applicable, are applied in the delivery of the Project.

### 2.2 Design Management

- 2.2.1 Determine the requirement for and the scope of design Package Orders to be let under the Design Framework Consultants' agreements; advising the *Employer* of such a requirement and providing a proposal to that effect, sufficiently in advance of the requirement arising in order to allow the *Employer* to properly consider and assess the proposal; providing such information as is required to enable the *Employer* to properly consider the proposal;
- 2.2.2 Certify that the design complies with the CPFR and any other *Employer's* requirements and is suitable for construction;
- 2.2.3 Secure all necessary approvals for designs whether required by Legislation or not;

- 2.2.4 Develop and manage the requirements for and production of asset condition surveys, registers and systems;
- 2.2.5 Where the *Employer* agrees with a proposal to let a design Package Order, produce all necessary documentation and manage the procurement process leading to award of such Package Order in accordance with the Design Framework Consultants' agreements
- 2.2.6 Following award of a design Package Order, to the extent and within the limits of authority agreed with the *Employer*, carry out the duties and responsibilities of the *Employer's* Agent under design Package Orders, to include such duties and responsibilities required for the day to day management of the Package Orders;
- 2.2.7 Manage design to schedule, cost, safety, quality and environmental standards and regulatory requirements;
- 2.2.8 Ensure that the design, construction and delivery of the infrastructure, components and systems comprised in the Project is undertaken on a basis that complies with the Sponsors' Requirements and the CPFR;
- 2.2.9 Monitor the progress of design activities and submissions across all elements of the Project, and arrange design reviews as necessary as part of this process;
- 2.2.10 Carry out performance modelling of the designed and specified requirements and outputs;
- 2.2.11 Adopt the *Employer's* approach to the integration of infrastructure, components and systems across the Project including all rolling stock/infrastructure interface issues, to ensure that the completed railway operates efficiently as a single working railway system;
- 2.2.12 Develop design and implement the Project works to ensure that the Project delivers the defined performance and maintenance strategy and requirements. Perform validation as required, including performance;
- 2.2.13 Manage the process for approving construction method statements, including buildability and access for the Project;
- 2.2.14 Manage value engineering systems to promote optimum value within the constraints and requirements of the Programme and the Project
- 2.2.15 Adopt and implement the *Employer's* systems engineering management approach to control and reduce the integration risk between different elements of the Project and the Programme;
- 2.2.16 Provide cooperation and assistance to the Project Representative, appointed in accordance with the PDA, and ensure that those undertaking works at a contract level do likewise;
- 2.2.17 Ensure that the various designers and contractors apply this systems engineering management approach to control the integration risk between various elements of the Project;

- 2.2.18 Assist the *Employer* in developing design guides, standards, assurance plans in so far as they impact on the implementation of the Project;
- 2.2.19 Develop and manage Project level processes for developing the Project design through to construction, manufacture and installation and for ensuring that it complies with the CPFR;
- 2.2.20 Support the *Employer* in making decisions with regards to the balance of cost, schedule, quality, value for money, phasing and sustainability;
- 2.2.21 Provide constructability input into the requirements process;
- 2.2.22 Develop and manage the Project level processes for ensuring design is continually checked against technical standards, the CPFR and the PDA;
- 2.2.23 Ensure that the Programme-wide requirements address all necessary interfaces and interdependencies from the Project;
- 2.2.24 Adopt and implement the Programme-wide management framework for documenting the strategic operational engineering requirements and standards for the Project;

## **2.3 Utilities**

- 2.3.1 Manage Project and contract interfaces with all statutory undertakers, acting as the single point of contact for the Project;
- 2.3.2 Ensure that the Project works comply with Legislation, the undertakings and assurances, consents and property registers;
- 2.3.3 Comply with the *Employer's* processes and procedures for delivery of utility diversions and processes;
- 2.3.4 Comply with the *Employer's* operations manual for engagement with the utility companies;
- 2.3.5 Manage the utilities design such that it takes due account of statutory undertakers' requirements and ensure that the utility companies are part of the decision making process;
- 2.3.6 Obtain consents and approvals to the design/protection works from the utility companies;
- 2.3.7 Manage any designs undertaken by the utility companies, including cost of producing these designs;
- 2.3.8 Procure the detailed design of utility diversions where those designs are the responsibility of CLRL;
- 2.3.9 Produce a co-ordinated utility diversion scheme/design for all utility diversions whether design or constructed by the relevant utility company or through the *Employer*;

- 2.3.10 Produce and manage a utility programme; managing and reporting costs incurred by the statutory undertakers and other third parties; managing all risks (design and construction) associated with utility works;
- 2.3.11 Produce the combined diversion sequence and programme for the Project, including traffic management;
- 2.3.12 Ensure the objectives of the Project utilities function are met;
- 2.3.13 Be the day-to-day utility specialist interface with the statutory undertakers for water, sewage, gas, electric and telecoms;
- 2.3.14 Set technical standards and ensuring technical consistency across the Project;
- 2.3.15 Provide specialist technical support across the Project;
- 2.3.16 Input into Project schedules and managing schedule conflicts across the Project;
- 2.3.17 Manage all contracts, orders and notices with the statutory undertakers;
- 2.3.18 Perform site management of utility diversions, through the Enabling Works Managing Agent, as part of the *Employer's* enabling works contract(s);

## **2.4 Planning, Environment and Traffic & Highways Consents**

- 2.4.1 Ensure that the Project design complies with the Environmental Management System (EMS) requirements;
- 2.4.2 Ensure that the designers and contractors identify PET Consents required and update the PET Consents registers;
- 2.4.3 Comply with the procedure for consultation with Consent granting bodies;
- 2.4.4 Ensure that designers and contractors prepare PET Consents materials;
- 2.4.5 Ensure that designers and contractors package PET Consents correctly and submit them to the *Employer* or directly to consent granting bodies as specified in the PET Consents strategies and/or design and construction contracts;
- 2.4.6 Procure all necessary Consents;
- 2.4.7 Ensure that designers identify PET Consents to be obtained by contractors;
- 2.4.8 Ensure that PET Consents requirements are included in contractor contract/tender documents;
- 2.4.9 Ensure that designers provide any other PET Consent-related deliverables;
- 2.4.10 Comply with training on PET Consents;
- 2.4.11 Manage highways/traffic interfaces across the Project;



- 2.4.12 Ensure designers and contractors discharge any PET Consent conditions and that they comply with all Consents requirements;
- 2.4.13 Ensure Framework Design Consultants and contractors undertake environmental surveys as required before the commencement of works on site;

## **2.5 Undertakings and Assurances and third party agreements**

- 2.5.1 Ensure compliance with the Crossrail Act and ensure performance of all undertakings and assurances concerning the Project in accordance with the requirements of the PDA;
- 2.5.2 Build appropriate undertakings and assurances activities into the Project schedule;
- 2.5.3 Ensure that designers and contractors comply with the undertakings and assurances;
- 2.5.4 Assist the *Employer* with the fulfilment of its duties and obligations under any third party agreements;
- 2.5.5 Provide liaison and interface management with Network Rail, Rail for London, London Underground, the passenger services operator, the Depot Contractor, the Rolling Stock Contractor and other third party stakeholders such as the Canary Wharf Group and Berkeley Homes, in so far as their works impact on the Project or vice versa.

## **3.0 Project Controls**

The Project Delivery Partner shall:

### **3.1 Project Controls**

- 3.1.1 Implement and manage project control systems and procedures on the Project, in complete compliance with the Programme Controls systems and procedures for the Programme developed and managed by the *Employer*;
- 3.1.2 Implement all necessary supporting physical management systems; the *Employer* shall provide the IT systems;
- 3.1.3 Ensure that the *Employer* retains ownership of these electronic and physical management systems and the stored data within them;
- 3.1.4 Integrate any physical management system into that of the *Employer* and others as required for the purposes of managing the project controls function within the Project. The *Employer* shall provide the IT systems and this shall include internally and externally accessible systems;

- 3.1.5 Produce a number of key project management documents and reports to satisfy the objectives of the *Employer* requirements, including the Project and contract execution plans;
- 3.1.6 Specify requirements and manage the administration of payments and purchasing systems;

## 3.2 Planning

- 3.2.1 Develop and document the Project execution plan, incorporating all Delivery Contracts, Signalling Contracts, and all third party activities that interface with the Project and this shall be submitted for approval and become binding on the *Project Delivery Partner* for implementation;
- 3.2.2 The Project execution plan shall include, but not be limited to, the following:
  - a. Scope of work
  - b. Project management plan
  - c. Sustainable development plan
  - d. CDM health and safety management plan
  - e. Quality management system
  - f. Project administration plan
  - g. Utility plan
  - h. Planning consents plan
  - i. Environmental management plan
  - j. Engineering plan
  - k. Contracting plan
  - l. Procurement plan
  - m. Construction plan
  - n. Systems integration, testing and commissioning plan
  - o. Project controls plan
  - p. Risk management plan
  - q. Completion and handover plan
- 3.2.3 Validate the sequencing of design, procurement and construction of the Delivery Contracts and the Signalling Contracts including interfaces with other projects in the Programme;

## 3.3 Cost, Schedule and Estimating

### Project Cost Management

- 3.3.1 Carry out all aspects of cost planning, budgeting, estimating, forecasting, reporting, managing and controlling of all the costs, assets and liabilities associated with and arising from the planning, design, procurement, construction and commissioning process of the Project;
- 3.3.2 Be responsible for cost management of the Project including checking estimates, produced by the designers, of the cost of the works and any actual or prospective change. Estimates to include whole life impacts where appropriate;
- 3.3.3 Manage the Project design and contract costs to ensure that they do not exceed the authorised individual contract control total;

- 3.3.4 Verify and validate resource plans for the Project;
- 3.3.5 Provide timely and accurate information to the *Employer* on cost, based on sound cost management and control, including the management of any contingency provision agreed by the *Employer*;
- 3.3.6 Provide regular forecasts and re-forecasts of cost as required by the *Employer*;
- 3.3.7 Provide monthly update reports for the *Employer's* cost management reviews, providing detailed analysis of expenditure to date and the latest cost forecasts;

#### Project Schedule

- 3.3.8 Input into the Sponsors' Crossrail Project Delivery Schedule, in accordance with the requirements of the PDA and as required by the *Employer*;
- 3.3.9 Develop and maintain an integrated schedule for the Project, as part of the *Employer's* integrated master schedule, including reports on schedule variances and corrective action as required;
- 3.3.10 Perform schedule analysis, planning and monitoring;
- 3.3.11 Develop and manage the establishment, maintenance and updating of time schedules for design, procurement, construction, manufacture, installation, testing and commissioning, including all necessary approvals and access requirements, railway possessions etc;
- 3.3.12 Develop and manage the establishment, maintenance and updating of a key milestone schedule for the Project and for each contract;
- 3.3.13 Adopt and manage the implementation of the *Employer's* work breakdown down structure throughout the Project;

#### Project Estimating

- 3.3.14 Implement Programme wide estimating methodology on the Project, including pre and parallel tender estimates, trend and value engineering estimates;
- 3.3.15 Prepare and manage Project level estimates where required;

### **3.4 Change Control**

- 3.4.1 Adopt and manage the change control procedures developed by the *Employer*, and their further development as required, for scope change and emerging issues throughout design and implementation of the Project;
- 3.4.2 Develop and manage a Project wide trend process and for producing periodic reports for *Employer* review as required;
- 3.4.3 Submit to the *Employer* for approval all documents necessary to support proposed changes to the following:

- a. Budgets for unawarded contracts;
- b. The authorised individual contract control total (post-award);
- c. Extensions of time for any works contract;

### **3.5 Risk Management**

- 3.5.1 Implement a programme of continuous risk management including assessment of risks, analysis of risk budgets, mitigation planning and monitoring, draw down of contingency and residuals consistent with the *Employer's* risk management framework
- 3.5.2 Provide support to the *Employer's* insurance brokers;
- 3.5.3 Write, obtain the *Employer's* approval, issue and implement mitigation, management and control procedures;

### **3.6 Project Reporting**

- 3.6.1 Support the *Employer* and provide timely and accurate information to enable the *Employer* to comply with the reporting requirements set out in the PDA;
- 3.6.2 Submit Project progress reports at four-weekly intervals that report on progress of the design, procurement and construction of the Project. The format and content of this report is to be agreed with the *Employer*;
- 3.6.3 Provide accurate and timely safety, technical, status, progress and options appraisal reports in accordance with good industry practice for all functions within the Project;
- 3.6.4 Produce progress, commercial and other reports on the status of the Project at regular intervals to fully inform the *Employer* of the progress of the Project, resolution of design and construction issues and commercial agreements and settlements;
- 3.6.5 Provide forecasts of future progress, costs and cashflow;
- 3.6.6 Collect all necessary data for the compilation of these reports and for developing and managing the associated project level reporting protocols;
- 3.6.7 Provide reports at intervals defined by the *Employer*;
- 3.6.8 Contribute, as required, to reports to be produced by the *Employer* and Others;

### **3.7 Information and Document Management**

- 3.7.1 Comply with the document control procedures, standards and systems established by the *Employer* for issue and recording of correspondence, drawings, contract documents, change control documents;
- 3.7.2 Manage all programme documentation on the Project including plans, drawings, change control documents, specifications, calculations, subcontracts, and supplier documents;

- 3.7.3 Implement the *Employer's* procedures to meet the requirements of the Project, functional guidance and contractual pre-requisites, and developing additional procedures for use on the Project as required;
- 3.7.4 Guided by the Employer and its policies and procedures, co-ordinate and staff the document control team for the Project and site locations as necessary;
- 3.7.5 Guided by the Employer and its policies and procedures, develop arrangements for archival and retrieval.

## 4.0 Project Implementation

The *Project Delivery Partner* shall:

### 4.1 Delivery

- 4.1.1 Project and contract manage all aspects of the Project, through design, procurement, construction, implementation and manufacture through to hand over, including, but not limited to, enabling works, main works infrastructure and industry partner interface works;
- 4.1.2 Define organisation and communication lines for the Project and for each contract within the Project, including the development of RACI charts and other documents as required to fully define roles, responsibilities and management interfaces;
- 4.1.3 Comply with and manage all necessary rail related project notices and change notices, possessions, access and similar requirements;
- 4.1.4 Support the *Employer's* programme for test running and trial operations;
- 4.1.5 Project manage and assess of completion for all contract works and services within the Project;
- 4.1.6 Adopt and implement the Programme wide framework for managing, monitoring and reporting on designer, contractor and supplier performance, and for addressing any non performance or under achievement by the supply chain on the Project, including the application of incentives at a contract level;
- 4.1.7 Establish and implement testing and commissioning procedures, in conjunction with the *Employer* to confirm that the requirements of the CPFR and operational requirements have been satisfied for the Project, in accordance of the requirements of the PDA;

### 4.2 Stakeholder Management

- 4.2.1 Manage stakeholder and interface management issues flowing down to the Project from the Industry Partner and third party agreements;

- 4.2.2 Support the *Employer*, as required, with the planning and provision of the rolling stock;
- 4.2.3 Support the *Employer*, as required, with the planning and provision for the train operating company with Rail for London;
- 4.2.4 Plan and liaise on prospective service and other disruptions to existing services arising from the construction of the Project;
- 4.2.5 Incorporate and mitigate the impact of dependencies from related bodies and projects including planning and consents, conditions from stakeholders and other third party agreements;
- 4.2.6 Support, as required, the *Employer* with the management of public media and community relations interfaces, including procedures for communication and escalation issues;
- 4.2.7 Liaise with third party developers on associated projects;
- 4.2.8 Co-operate with the Sponsor's Project Representative (as described in the PDA) with respect to the Project and as directed by the Employer;

### **4.3 Procurement**

#### *Strategic Supplier Management*

- 4.3.1 Maintain detailed supplier performance records, working closely with the *Employer* to avoid duplication of data;
- 4.3.2 Administer periodic supplier performance reviews;
- 4.3.3 Support the *Employer* in its role of liaising with Others and responding to requests for information on procurement;

#### *Responsible Procurement*

- 4.3.4 Ensure that the Employer's responsible procurement policies and processes are fully implemented to comply with the GLA Group Responsible Procurement Policy.

#### *Procurement Operations*

- 4.3.5 Perform all Project procurement activities. This work will be supported by and authorised (in accordance with a framework of delegations) by the *Employer*. Key responsibilities include:
  - a. Liaison with the *Employer's* procurement team to plan procurement resource needs including the management of contractual interfaces;
  - b. Development of work package procurement strategies in line with the Delivery Strategy in accordance with the PDA;
  - c. Establishing appropriate procedures for low-value purchases;

- d. Development of opportunities to work collaboratively at Project interfaces with industry partners;
  - e. Preparing and submitting documents for authorisation by the *Employer* including the following:
    - Work package procurement strategy;
    - OJEU Notice;
    - Tender list;
    - Invitation to Tender;
    - Award Recommendations;
    - Award Letters;
    - Contract Documents;
- 4.3.6 Lead the evaluation of expressions of interest, including vendor appraisals, and the assessment of tenders;
- 4.3.7 Provide feedback to the *Employer* on the effectiveness of the Crossrail procurement strategy, policy and processes and work with the *Employer* to continually improve Crossrail procurement operations;

#### **4.4 Construction Management**

- 4.4.1 Carry out the duties and responsibilities of the NEC3 Engineering and Construction Project Manager and Supervisor (or equivalent under other forms of contract) for all Project works and/or supply contracts (excluding enabling works save as set out below) including all necessary testing and commissioning. The duties and responsibilities to include any additional requirements of the *Employer* including certifying the contractor's compliance with contract requirements and reviewing and signing off as-built records and other deliverables;
- 4.4.2 Manage all contractual interfaces and the co-ordination of handover procedures between contractors;
- 4.4.3 Develop and manage the hand back strategy at a Project level including spares, training and maintenance and operational data provision;
- 4.4.4 Following expiry or earlier termination of the Agreement relating to Procurement of Professional Services for the Design and Delivery of Enabling Works (Agreement No.1169), carry out the duties and responsibilities of the NEC3 Engineering and Construction Contract Project Manager and the Supervisor (or equivalent under other forms of contract) for all Project enabling works contracts;
- 4.4.5 Carry out the duties and responsibilities of the Development Manager under (and as defined in) the Agreement relating to Procurement and Professional Services for the Design and Delivery of Enabling Works (Agreement No.1169);
- 4.4.6 Provide sufficient resources to ensure that quality is controlled. Review and sign-off of as-built records and other deliverables;

## **4.5 Testing and Commissioning**

- 4.5.1 Develop a detailed testing and commissioning strategy and plan based on the principles set out in the testing and commissioning process described in the PDA and the Delivery Strategy. This testing and commissioning strategy shall:
- i) include the testing and commissioning of all interfaces between the Project and other parts of the Programme;
  - ii) be consistent with the CLRL Verification and Validation Plan and ensure that all necessary tests are carried out to demonstrate compliance with the CPFR and its subsidiary documents;
  - iii) be agreed with the *Employer* before commencement of any testing activities;
- 4.5.2 Be responsible for the management and delivery of the testing and commissioning of the Project and its interfaces through to the end of Trial Operations and the achievement of Substantial Completion. This shall include, without limitation, obtaining all the necessary approvals and consents;
- 4.5.3 The *Project Delivery Partner* shall provide support as required to the *Employer*, the Infrastructure Managers and the Train Operator during Trial Operations and manage the closing out of snags through to Final Completion;

## **4.6 Property**

- 4.6.1 Assist the Employer with the identification of the property rights required for Project delivery and provide the information and plans needed to exercise the powers provided in the Crossrail Act;
- 4.6.2 Develop a site release programme and assist the Employer in identifying land surplus to the operation of the railway and preparing it for disposal in accordance with the Department for Transport land disposal policy;
- 4.6.3 Assist the Employer in making provisions for Over Site Development following completion of the railway works and will detail how the over site developer occupies the site;
- 4.6.4 Ensure that contractors understand and comply with the land and property rights relating to the land they occupy;



## 5.0 Logistics

The *Project Delivery Partner* shall:

### 5.1 Logistics

- 5.1.1 Manage Project logistics and Project wide site planning and coordination of transport, labour movements, material disposal, material requirements, storage and all related matters;
- 5.1.2 Develop strategies for procuring and managing any common user services between contracts and work packages;
- 5.1.3 In conjunction with the *Employer*, develop strategies for procuring and managing any common user services between Programme projects and Project contracts;
- 5.1.4 Provide a detailed logistic plan for the construction stage of the Project, to implement the *Employer's* developing logistics strategy;
- 5.1.5 Develop detailed transport plans to cover excavated material being removed from the Project and all inward material, plant and labour requirements. This will cover road, rail and water transport;
- 5.1.6 Plan and monitor railway and highway access, service diversions and rail and road plant movements;
- 5.1.7 Provide a 'control tower' function to manage all transport arrangements across the various Project contracts. This will include delivery and transport arrangements in contracts not directly placed by the *Employer*;
- 5.1.8 Assist the *Employer* with the planning, set-up and operation of all off-site logistic facilities. This may include pre-casting facilities for concrete tunnel lining rings and support facilities located at Old Oak Common;
- 5.1.9 Provide material supply chain management using a consolidation centre approach;
- 5.1.10 Manage the implementation of the *Employer's* developing materials efficiency and waste management strategy;
- 5.1.11 Promote off-site manufacturing and assembly philosophies through the design and construction process;

### 5.2 Supply Chain

- 5.2.1 Investigate the economic feasibility of purchasing materials in advance or in bulk;
- 5.2.2 Develop strategies for avoiding or overcoming shortages of materials, equipment and staff resources for delivering the Project;

- 5.2.3 Forecast and monitor workforce requirements necessary to meet the Project master schedule and the key milestone dates within it and for making proposals for addressing any identified shortfalls;
- 5.2.4 Advise the *Employer* in the decision making process leading up to supplier selection and sources of supply, including the tracking of material availability and pricing trends;

### **5.3 Security**

- 5.3.1 Develop and implement the Project wide security function, in accordance with the *Employer's* Programme level strategy, processes and procedures. This will include consideration of physical security systems;
- 5.3.2 Liaise with the *Employer* and the police service, together with other emergency services as agreed with the *Employer*;
- 5.3.3 Develop, manage and implement the Project security strategy.

## **6.0 Health, Safety, Quality and Environment**

The *Project Delivery Partner* shall:

### **6.1 HSQE Policy and Management Systems**

- 6.1.1 Assist the *Employer* in developing and implementing HSQE management system processes and procedures to support the effective, efficient and safe delivery of the Project;
- 6.1.2 Ensure that the HSQE management system for Project delivery aligns with the *Employer's* corporate arrangements for managing the business and is designed to continually improve performance;
- 6.1.3 Establish, own, authorise and maintain HSQE management system documentation that relates to its areas of responsibility. All such documentation shall be approved by the *Employer* for suitability and adequacy, prior to issue and implementation;
- 6.1.4 Provide training on HSQE requirements to its own employees and the employees of the *Employer* and of Others as required;
- 6.1.5 Provide assurance on HSQE matters to the *Employer* and shall co-operate with the Programme Partner in establishing and maintaining assurance reporting arrangements.

### **6.2 Health and Safety**

- 6.2.1 Be responsible for the following in relation to health and safety policy, procedures and forms:
  - i) Implementing the *Employer's* health and safety policy and strategies for the Project and developing safety management system procedures and

arrangements that achieve effective coordination of health and safety, and management of health and safety compliance throughout the Project;

- ii) Developing and implementing a safety programme to proactively manage health and safety in design, construction and commissioning, and to ensure compliance with the *Employer's* safety management strategies and procedures and their management at Project and contract level;
- iii) Ensuring the requirements laid down within the *Employer's* policies, procedures and forms are followed and that all organisations under their management or control, or processes they approve, also meet the requirements of these policies, procedures and forms;
- iv) Ensuring, through the *Project Delivery Partner's* own processes and compliance verifications, that:
  - a. The observance of health and safety legislation by itself and its employees involved in providing the services is assured at all times;
  - b. Employees comply with all applicable rules, regulations and requirements of statutory or regulatory authorities;
- v) All health, safety and environmental accidents and incidents to the *Project Delivery Partner's* employees or agents, which ordinarily require the reporting in accordance with the Health and Safety at Work Act 1974, shall also be reported as soon as reasonably practicable in accordance with the *Employer's* accident incident and reporting procedures;
- vi) Obtaining approval from the *Employer* before any change is made to any aspect of the *Employer's* procedures or processes or before additional processes are created;

6.2.2 Assist the *Employer* in providing effective safety leadership and in promoting a positive health and safety culture across the Project. This assistance shall include developing a construction health and safety strategy for the Project jointly with the *Employer*. The *Employer* will have a directing role in providing safety leadership and the construction health and safety strategy and will provide health and safety resources in particular areas. The *Project Delivery Partner* will be responsible for implementation generally and for provision of resources for all areas other than provided by the *Employer*. In relation to health and safety obligations, the interfaces between the *Employer* and *Project Delivery Partner* are expected to operate as follows:

- i) CDM and duties of the CDM Co-ordinator. The *Employer* will undertake the statutory role of CDM Coordinator with its own dedicated team, and will provide the CDM Co-ordinator personnel resource directly to ensure independence in health and safety review of designs;
- ii) Property management. A strategy has been produced for the control of property and estates, which places the initial controls of purchasing property with TfL. The responsibility for the management and access

of properties, including health and safety, rests with the *Employer*, with the *Employer* also providing the personnel resource required;

- iii) Health and safety in the procurement and control of contractors. The *Employer* will discharge the health and safety duties of the Client in procurement and control of Contractors, and will determine policy and strategy for the procurement process. The *Project Delivery Partner* will provide the resource for implementation;
- iv) Site security. The *Employer* will develop a common strategy for site security across the Project. The *Project Delivery Partner* will provide the resource for implementation;
- v) Accident and incident reporting and investigation. The *Employer* is in the process of developing a central incident management system that all companies working or representing the *Employer* will have to utilise. The *Employer* will determine policy and strategy for the incident management process. The *Project Delivery Partner* will provide the resource for implementation;
- vi) Emergency management. The *Employer* will develop a common strategy for emergency management across the Programme and Project that ensures central controls are implemented in the event of a major incident. The *Project Delivery Partner* will provide the resource for implementation;
- vii) Occupational health. The *Employer* will produce the occupational health strategy for the project, and will consider the most effective option for delivery. The *Project Delivery Partner* will assist implementation but the occupational health resource will be provided either through a central *Employer* team or through construction contractors;
- viii) Auditing and monitoring. Auditing and monitoring will be carried out on an integrated basis, using resources from the *Employer* and its consultants and contractors;

6.2.3 Be responsible for the following in relation to Health and Safety communication:

- i) Ensuring that their H&S communication procedures meet the *Employer's* requirements and that of the safety management system;
- ii) Ensuring staff have full access and utilise the *Employer's* central system for H&S information management;
- iii) Implementing this system through a partnership with the *Employer's* leadership team;
- iv) Utilising their expertise and systems to create an integrated approach to health and safety communication with the *Employer*;

- 6.2.4 Be responsible for the following in relation to competence, awareness and training:
- i) Ensuring that all *Project Delivery Partner* employees undertake the *Employer's* induction course;
  - ii) Ensuring that all inductions under their control are of the *Employer's* format and content and measures are taken to ensure all employees understand the inductions fully; with regard to content the leadership team will define a common induction for staff within all organisations at CLRL;
  - iii) Ensuring sufficient resource and commitment is put forward to meet all of the *Employer's* training requirements, including the *Employer's* behavioural management of safety training process;
- 6.2.5 Ensure that designers and contractors comply with the Construction (Design and Management) Regulations 1997 and assist the *Employer* to fulfil its duties as Client and CMD Co-ordinator;
- 6.2.6 Be responsible for working in partnership with the *Employer* and with the specialist property contractor the *Employer* will appoint to manage properties acquired as part of Crossrail, until handover to the relevant works contractor.
- 6.2.7 Be responsible for the following in relation to the safety management system audit programme:
- i) Allowing the *Employer* to examine and take copies of all such documents as they may reasonably require for the purposes of examining and certifying the *Employer's* accounts and/or any statutory provision with which the *Employer* must comply, and/or the *Employer's* quality management requirements, which are owned, held or otherwise, in the control of the *Project Delivery Partner* and to produce such oral or written explanation as the *Employer* reasonably considers necessary;
  - ii) Nominating sufficient resource to take part in the *Employer's* audit programme and respective audits on the organisation and safety management system as part of the integrated audit team;
  - iii) The integrated audits will also include assessing the effectiveness of the arrangements of the *Project Delivery Partner* in auditing site activities;
  - iv) Implementing an audit programme that monitors the effectiveness of site safety through inspection and management tours;
- 6.2.8 Be responsible for the following in relation to non-conformance management:
- i) Ensuring the *Employer's* processes for the control of Non Conformances, including the use of the *Employer's* central incident management system are fully implemented;
- 6.2.9 Be responsible for utilising the *Employer's* incident management system, as their performance monitoring, trend analysis and reporting system;

- 6.2.10 Be responsible for following and implementing all procedures and requirements of the *Employer's* construction security procedures;
- 6.2.11 Be responsible for implementing the *Employer's* behavioural management of safety strategy by taking an active role within the *Employer's* behavioural safety programme; including ensuring support and resource is made available by the *Project Delivery Partner* and all other organisations under their control to drive this initiative;
- 6.2.12 Be responsible for the following in relation to accident and incident reporting and investigation:
- i) Utilising the *Employer's* central incident management system for logging, reporting and managing all the accidents and incidents within the *Employer's* programme;
  - ii) Undertaking regular analysis of the incident management system specified by the *Employer* as part of their management tools in promoting best practice and as part of the antecedents utilised by the behavioural management of safety programme;
  - iii) In the event of an incident, accident or complaint, the providing full access to the *Employer* to *Project Delivery Partner* employees, documentation and any site under the control of the *Project Delivery Partner*;
  - iv) Allowing unrestricted access to all sites and documentation at any time to any member of the *Employer* or consultants or agents acting on their behalf to allow the *Employer* to verify compliance with health and safety procedures and/or law during the investigation of any incident, accident or complaint;
  - v) Arranging appropriate inductions and escorts to allow for any access to those parties mentioned above to be done in a safe and secure manner;
  - vi) Allowing appropriate access to any member of the *Project Delivery Partner's* team or any third party under the *Project Delivery Partner's* control to the *Employer* or party mentioned below;
  - vii) Allowing unrestricted access to any member of the Health and Safety Executive, Rail Accident Investigation Branch, member of the Police (both civil and Transport) or any other official representative of Her Majesty's Government in possession of a warrant card;
- 6.2.13 Be responsible for developing and implementing safe system of work processes and procedures across the Project, and undertaking verification ensure that all parties under its control utilise these core processes and templates
- 6.2.14 Be responsible for ensuring that any systems utilised by the *Project Delivery Partner* meet the *Employer's* requirements for emergency management
- 6.2.15 Be responsible for ensuring that training and competence analysis is undertaken (and providing evidence to the *Employer* thereof) and that all health and safety posts are approved by the *Employer*;

- 6.2.16 Be responsible for developing and implementing standards and arrangements for plant and equipment across the Project and undertaking verification ensure that all parties under its control utilise these core processes and templates;

### **6.3 Quality Management**

#### Quality Management System

- 6.3.1 Operate an approved Quality Management System (QMS) based on the 'best-practice' model BS EN ISO 9001, or equivalent, which is certified by a UKAS accredited certification body;
- 6.3.2 The QMS shall align with the *Employer's* management systems and shall include all elements necessary to enable the delivery of quality including development of quality initiatives, performance indicators, acceptance criteria, etc;
- 6.3.3 Ensure that the designers and contractors operate in accordance with their contractual quality requirements and that they establish an approved QMS, which meets the requirements of ISO 9001, 'Quality management systems – Requirements';

#### Management System Audits

- 6.3.4 Establish an audit schedule for its activities, including the monitoring of supply chain organisations. The schedule shall be planned to ensure that all key activities are audited at a time and frequency appropriate to the significance of the activity under review. The schedule shall be approved by the *Employer* and integrated into the *Employer's* internal audit programme once deemed acceptable by the *Employer*;
- 6.3.5 Ensure that the designers, contractors and suppliers record and manage the timely close out of any audit non-conformities;
- 6.3.6 Analyse audit findings and communicating the results to interested parties to enable system and process improvements and where appropriate management actions;
- 6.3.7 Ensure that audits are carried out by appropriately trained and qualified staff, in accordance with the requirements of BS EN ISO 19011;

#### Inspection, Testing & Certification

- 6.3.8 Ensure that items of work are carried out and controlled in accordance with inspection and tests plans agreed with the *Employer* to achieve compliance with contract requirements;

### **6.4 Environmental Management**

- 6.4.1 Develop and comply with the Environmental Management System (EMS);



- 6.4.2 Develop and comply with the integrated auditing programme for the Project;
- 6.4.3 Carry out environmental audits of the Design Framework Consultants and the contractors as required by the integrated auditing programme;
- 6.4.4 Provide training on environmental requirements to its own employees and to Framework Design Consultants and contractors as necessary;
- 6.4.5 Gather information on environmental performance of the Design Framework Consultants and contractors;
- 6.4.6 Ensure compliance with the environmental requirements and provide information on environmental performance of the Design Framework Consultants and contractors and submit to the *Employer*;
- 6.4.7 Deliver compliance with all the Environmental Minimum Requirements.

## **7.0 Corporate Affairs**

The *Project Delivery Partner* shall:

### **7.1 Communications Strategy**

- 7.1.1 Work closely with the *Employer* to co-ordinate the communications needs and resources across the various stages of the procurement and construction phases, in order to ensure that there is conformity in the messages that are communicated to staff, stakeholders and the wider public audience;

### **7.2 Media Relations**

- 7.2.1 Attend briefings as required by the *Employer* on detailed 'PR Lines to Take' in preparation for responses to media enquiries;
- 7.2.2 Provide spokespersons as required by the *Employer* and make them available for training where necessary;

### **7.3 Public Relations**

- 7.3.1 Attend regular briefings with existing external groups and individual stakeholders, professional institutions, railway industry, engineering consultants and contractors, and over-site developers, as required by the *Employer*;
- 7.3.2 Support the *Employer* with identifying and establishing new stakeholder groups across the route, including local authorities, and residents associations;
- 7.3.3 Support the *Employer* with the establishment of a programme of regular public and other meetings in cooperation with contractors as appropriate with the aim of cascading up to date and positive messages about the Programme;



- 7.3.4 Support the *Employer* with the maintenance of close working relationships with equivalent staff of DfT, TfL, NR, LUL, GLA, and the Mayor's office, through the medium of the Crossrail Communications Group;

## **7.4 Community Relations**

- 7.4.1 Attend regular fora and other public meetings with local liaison groups and residents associations and community groups, as required by the *Employer*;
- 7.4.2 Attend regular briefings with key influencers and community leaders, as required by the *Employer*;
- 7.4.3 Work closely with the *Employer* to ensure the collation and speedy delivery, of fully informed responses through the *Employer's* public helpdesk;
- 7.4.4 Support the *Employer* with the review and strengthening of existing incident response procedures to reflect the requirements of the construction phase;

## **8.0 Technology**

The *Project Delivery Partner* shall:

### **8.1 Computer Systems / Software Assurance**

- 8.1.1 Comply with the requirements, procedures and methods to be applied during procurement, development and testing of the operational railway systems, through the planning, design, procurement and construction phases of the Project;
- 8.1.2 Deploy an Independent Safety Assessor to re-assess the safety criticality of each system at discrete points in the development of the Project to ensure satisfaction: after a contract is let, after system acceptance and at handover;

### **8.2 Computer Systems Integration**

- 8.2.1 Be responsible for submission of computer-based systems for the testing and integration into a system of systems, including the early involvement of system engineering and technology to ensure that the systems under development in the Project will integrate with the parts of the railway system they are to interface with;

### **8.3 Interface Test Facility**

- 8.3.1 Establish an interface test facility for off-site testing and training, to undertake the testing of computer based systems, their interfaces and their integration, in order to enable the testing and subsequent rework of these systems prior to arrival on site;

## 8.4 Information Security

- 8.4.1 Comply with the *Employer's* information security policy and supporting documents, strategy and application across the business and the Project, including the *Project Delivery Partner*, in accordance with good practice and regulations;

## 9.0 Human Resources

The *Project Delivery Partner* shall:

### 9.1 Human Resources

- 9.1.1 Comply with the *Employer's* HR strategy where this may have an effect on their employees working on the Programme and develop and implement policies and procedures that support that strategy including:
- a. Policies that cover the employment of individual members of staff;
  - b. The terms and conditions that apply to those staff;
  - c. The development of the organisation to ensure that it meets the changing needs of the Programme;
  - d. The integration of third parties into the overall Programme.
  - e. In particular, the *Project Delivery Partner* must have policies that apply to their staff that are no less stringent than those of the *Employer* in the areas of health and safety, training and development, business ethics, code of conduct, drug and illegal substances, equal opportunities, harassment and bullying, conduct of staff in the run up to elections/local elections, gifts and hospitality, and alcohol and drugs;
- 9.1.2 Deliver a training programme that will ensure that their employees have the skills and capabilities to deliver the Project in an effective and professional way;
- 9.1.3 Have their staff trained in the *Employer's* bespoke systems and processes on the formal training courses that the *Employer* offers for their own staff;
- 9.1.4 Nominating their own staff for whatever training they require and for monitoring their own staff's compliance with any standards, processes and procedures that the *Employer* requires members of the Project to hold.
- 9.1.5 Assist the *Employer* in the establishment of a series of skills related initiatives that will equip communities along the line of Crossrail with the skills required to deliver the Crossrail infrastructure, including:
- a. Providing secondment opportunities, experiential learning placements and opportunities for community representatives to attend the *Employer's* skills academies;

- b. Attending schools and colleges along the route to publicise the *Employer's* programme and to encourage young people in a career in engineering or construction;
- 9.1.6 Attend career fairs and universities to explain the Project and the benefits of a career in construction;
- 9.1.7 Implement of the *Employer's* Programme wide industrial relations strategy and policy on the Project to ensure a consistent approach across all contracts;
- 9.1.8 Ensure that those employed have access to a programme of occupational health and welfare;
- 9.1.9 Ensure that all diversity and fairness of opportunity legal requirements are implemented for all staff during employment and in all stages of recruitment;
- 9.1.10 Cooperate fully with the *Employer* in office accommodation and facilities arrangements and ensure compliance with all relevant health, safety and place of work legal requirements and the *Employer's* company standards;
- 9.1.11 Where the *Project Delivery Partner* is identified as being responsible for providing their own project related accommodation, arrange any office moves and changes to facilities that are required through the lifetime of the Project;
- 9.1.12 Where the *Project Delivery Partner* is responsible for providing their own project related accommodation, make its own arrangements for the movement of all employees working on the Project and documents and facilities belonging to the *Project Delivery Partner*, after consultation and planning with the *Employer*.

## 10.0 Operations

The *Project Delivery Partner* shall:

- 10.1.1 Contribute as required to the specification steering group and respective operational working groups, representing the required timeliness and granularity of the emerging operational functional requirements and associated specifications, providing a feedback loop regarding cost and other impacts on the Project;
- 10.1.2 Assist the *Employer*, when required, to ensure that any changes to functionality and specification processed through the change control process have been adequately assessed with respect to schedule and cost implications;
- 10.1.3 Ensure that any agreed changes to operational documentation, requirements and specification are passed through to the designers;
- 10.1.4 Ensure, through continual liaison with the *Employer* that adequate timescales are provided for the review of emergent designs emanating from the Project;

- 10.1.5 Work closely with the *Employer* and Others to ensure the timely, managed handover of assets and associated information for testing and trial running and other associated activities, ensuring that a proactive culture of openness exists regarding any risk to the Project;

## 11.0 General Obligations

The *Project Delivery Partner* shall:

### 11.1 Compliance with the *Employer's* Procedures

- 11.1.1 Comply with all relevant and appropriate *Employer's* policies, processes and procedures for the delivery of the Programme including the maintenance of thorough records to provide a comprehensive audit trail;
- 11.1.2 Ensure that staff are registered with the Construction Skills Certification Scheme (CSCS) as required by the *Employer's* CSCS policy.
- 11.1.3 Liaise and co-operate with the *Employer's* procurement expert panel;
- 11.1.4 Produce a Project record comprising a directory of all records, certificates, drawings, reports and manuals required to operate and maintain the railway;

### 11.2 Contract Reporting

- 11.2.1 Submit contract reports covering its contract activities, at intervals to be agreed with the *Employer*, that include but are not limited to the following:
- i) Progress review of the *Project Delivery Partner's* activities detailing achievements during the reporting period including progress against the Programme and Interim KPIs up to the date of submission;
  - ii) Measurement of the *Project Delivery Partner's* performance against the Programme and Interim KPIs including a summary of delays and any proposals for recovery that may be required by the *Employer*;
  - iii) *Project Delivery Partner's* programme update showing the critical path activities and any variances that exist;
  - iv) Variations to this contract, both existing and proposed, that may impact on the progress of *Project Delivery Partner's* services;
  - v) Price for services provided to date by the *Project Delivery Partner* and forecasts of the price to completion of the *Project Delivery Partner's* services;
  - vi) *Project Delivery Partner's* cost summary including variation costs both agreed and proposed;
  - vii) *Project Delivery Partner* staff matters including any changes to staff that are proposed and a summary of staff records;

- viii) Any other commercial issues;
  - ix) Demographic information on staffing, training provided, and other human resources information as required by the *Employer* to fulfil the *Employer's* reporting requirements; and
  - x) Any other progress or management issues.
- 11.2.3 Number copies of the Project progress reports and contract reports in accordance with the *Employer's* document management procedures and deliver the same to the *Employer* no later than the fifth day of the period following the period of the last report or as otherwise agreed by the *Employer*;

## 11.3 Meetings

### Progress Meetings

- 11.3.1 Attend progress meetings at four-weekly intervals, which shall be convened and chaired by the *Employer*. The meetings will include a review of the Project progress report and the contract report for the previous period. The *Project Delivery Partner* shall be responsible for writing the minutes of the meetings, which shall be submitted to the *Employer* for approval;

### Quarterly Review Meetings

- 11.3.2 Attend quarterly meetings convened by the *Employer* to be held in London at approximately three monthly intervals. The *Employer* shall notify the *Project Delivery Partner* of the date of such meetings not less than 28 days before they are to be held;
- 11.3.3 Quarterly meetings shall be held over a period of up to 3 days in order to review the overall progress of the Project in the context of the Programme as a whole, and to address and resolve any issues relevant to the execution and progress of the Project. Such meetings shall be chaired by either the Chief Executive Officer or Implementation Director of the *Employer*, and the *Project Delivery Partner* shall have in attendance one senior representative of director level from each of the companies comprising the *Project Delivery Partner*, together with the managing director of the company acting as leader or sponsor of the *Project Delivery Partner* if it is a joint venture, consortium or partnership.

## 11.4 Project Delivery Partner's Employees

- 11.4.1 Maintain a register of its employees from commencement until completion of the Programme. The register shall contain details of the *Project Delivery Partner's* employees assigned to the Project and shall be updated daily or as necessary;
- 11.4.2 The register shall contain the following minimum information – name; *Employer*; position and grade; any local/site specific safety/competency certification; track safety certificate; qualifications or licences held; medical certificate of fitness; principal duties under this contract;

- 11.4.3 The register is subject to initial acceptance by the *Employer* and subsequent acceptance of changes thereto. An up to date copy of the register shall be maintained in the Programme office which shall be available for inspection at any time by the *Employer*;

## 11.5 Communications and Correspondence

- 11.5.1 The *Project Delivery Partner's* communications, correspondence and any associated submissions in connection with the services shall be in conformity with the *Employer's* document control system;
- 11.5.2 The *Project Delivery Partner* shall comply with the *Employer's* quality control procedures in the production of all documents provided by the *Project Delivery Partner* to the *Employer*.

## 11.6 Resource Schedule

- 11.6.1 The *Project Delivery Partner* shall provide a Resource Schedule to accord with each Service Delivery Plan for the *services* that he provides in the format required by the *Employer*. They shall also provide a three-year look ahead to support the advance plans required as part of the Service Delivery Plans.
- 11.6.2 The Resource Schedule shall be a detailed schedule of the resource analysis of the *Project Delivery Partner's* activities detailing all of the staff resources required to complete each activity. The *Project Delivery Partner's* activities shall represent all the activities required to carry out and complete the services for the relevant period.
- The *Employer* may require proposed changes to the services to be supported by detailed resource projections in the manner described above. The *Project Delivery Partner* shall submit such projections to, and in the form and at the times required by the *Employer*.

## 11.7 Contract Close Out

- 11.7.1 Fifteen months prior to the scheduled date for handover of the Project, the *Project Delivery Partner* shall review with the *Employer* the administrative procedures to be adopted for close out and handover.
- 11.7.2 The following will form the basis of discussions to enable a close out plan with supporting procedures to be agreed no later than 9 months before handover of the Project:
- i) Submission of proposals by the *Project Delivery Partner*, including options if applicable, for the run down, demobilisation and close out of the *Project Delivery Partner* contract. This will take account of advice provided by the *Employer* as to the transition of the *Employer* staff structure from Project delivery to operational state, post handover of the Project;
  - ii) Handover and archiving of all Project record documentation, not only of hard copy records, but specifically taking account of the transfer of electronic records in formats compatible with the *Employer's* ongoing operations.

11.7.3 During the 9 months prior to handover of the Project, meetings will be held monthly to review and adjust the close out plan as appropriate:

- i) Clear definition of work outstanding, how and when it will be completed and by whom;
- ii) Clear understanding of financial position: commitment, expenditure to date, expenditure to complete; reconciliation between the *Employer* and the *Project Delivery Partner* of paid values for all contracts and purchase orders including identification of outstanding invoices and claims;
- iii) Clear definition of warranties, guarantees etc for all work, material and equipment, their commencement dates and durations.

## 12.0 Service Delivery Plans

### 12.1 General

12.1.1 The *Project Delivery Partner* performs the *services* set out in this Scope. Further definition of the *services* and of deliverables for a period is set out in the Service Delivery Plan for that period. Service Delivery Plans are agreed between the *Employer* and the *Project Delivery Partner* at intervals required by the *Employer*.

12.1.2 Service Delivery Plans shall include the following information:

- i) Further definition of services;
- ii) Deliverables;
- iii) Programme for services;
- iv) Resource Schedule;
- v) Key Dates and conditions;
- vi) Key persons and other employees, identifying responsibilities;
- vii) Incentive schedule (Interim Incentive Schedule); and
- viii) Any further information required by the *Employer* or proposed by the *Project Delivery Partner* and agreed by the *Employer*.

### 12.2 First Service Delivery Plan

12.2.1 The First Service Delivery Plan has been agreed between the Parties during the tender process for this contract and is at Appendix 5 to this contract. The First Service Delivery Plan is the Service Delivery Plan under the contract until it is replaced with a new agreed plan.

### 12.3 Advance plans

12.3.1 The Service Delivery Plan under the contract shall be the plan for the relevant year as agreed from time to time between the Parties. In addition, the *Project Delivery Partner* shall prepare and agree with the *Employer* draft plans for the two years following the expiry of the year covered by the current Service Delivery Plan so that plans are being considered between the Parties on a rolling 3 year basis.

12.3.2 These draft plans do not constitute the Service Delivery Plan for the purpose of this contract, until such time as they are agreed as such.