

DATED

16th November 2021

MEMORANDUM OF UNDERSTANDING

between

GREATER CAMBRIDGE PARTNERSHIP

and

CAMBRIDGESHIRE COUNTY COUNCIL

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THIS AGREEMENT is dated 16th November 2021

PARTIES

- (1) **GREATER CAMBRIDGE PARTNERSHIP** of Shire Hall Castle Street Cambridge CB3 0AP (**GCP**).
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of New Shire Hall, Alconbury Weald, PE28 4YE (**CCC**)

Together referred to as "the Parties".

BACKGROUND

- 1.1 GCP is the local delivery body for a City Deal with central Government, bringing powers and investment worth up to £1 billion over 15 years to the greater Cambridgeshire area. The five partners of GCP are Cambridge City Council (**City Council**), CCC, South Cambridgeshire District Council (**SCDC**), the Business Board of the Cambridgeshire and Peterborough Combined Authority (**Business Board**) and University of Cambridge (**UoC**).
- 1.2 CCC is the Accountable Body which oversees and supports the use of public funds by GCP to ensure the funds are used appropriately in accordance with law, good financial management and any applicable grant conditions. CCC holds GCP funds and oversees payments to delivery partners and suppliers. CCC enters into contracts on behalf of GCP, because GCP does not have legal capacity to enter into contracts in its own right.
- 1.3 GCP is delivering the Projects as part of a comprehensive programme of sustainable transport initiatives with City Deal funding from government. As GCP does not have legal capacity to enter into contracts or promote an application under the Transport and Works Act (**TWA**) for the Projects CCC shall carry out the Projects for and on behalf of GCP which is providing the funding to support the Projects. This includes but is not limited to funding towards the future maintenance of the works or assets which are the outcome of the Projects.
- 1.4 GCP and CCC have agreed to work together for the promotion and implementation of a series of rapid transit projects the details of which are set out in Annex A (**The Projects**) by applying for and obtaining the necessary Order(s) and by completing the delivery of the Projects.
- 1.5 This MoU is specifically between CCC and the GCP and cannot be transferred, novated or otherwise altered.

- 1.6 The Parties wish to record the basis on which they will collaborate with each other on the Projects. This MoU sets out:
- (a) the key objectives of the Projects;
 - (b) the principles of collaboration;
 - (c) the governance structures the Parties will put in place; and
 - (d) the respective roles and funding responsibilities the Parties will have during the Projects.

2. DEFINITIONS

- 2.1 In this MoU the following words and phrases have the following meanings:

"Accountable Body" means CCC as provided for in the GCP Constitution.

"CCC Council Resolutions" means all and any resolutions by any committee of CCC for the promotion of an Order.

"City Deal Funding" means the funding provided to GCP following a City Deal with central Government worth up to £1 billion over 15 years to the Greater Cambridge area.

"Commencement Date" The date of this MoU.

"Expiry Date" ninety (90) days from Practical Completion of the Projects in all respects including the adoption of all Project assets by CCC unless earlier terminated by the Parties in accordance with this MoU.

"GCP Joint Assembly Terms of Reference" means the terms of references in Annex C below

"GCP Constitution" means the GCP Joint Assembly Terms of Reference and the GCP Executive Board Terms of Reference and relevant Standing Orders which provides the governance arrangements between the five partners of GCP namely, the City Council, CCC, SCDC, CPCA and UoC and attached at Annex C.

"GCP Executive Board" means a board established by City Council, CCC and SCDC as a joint committee of those local authorities under S.102(1)(b) of the Local Government Act 1972 and S.9EB of the Local Government Act 2000, and to which those local authorities have delegated the exercise of their of certain functions related to delivering City Deal projects. The representatives on this

board include an elected councillor from each of CCC, the City Council and SCDC (each with equal voting rights) together with a representative from each of UoC and the Business Board (non-voting co-opted members of the board).

“GCP Executive Board Terms of Reference” means the terms of reference also in Annex C below.

“GCP Joint Assembly” means a joint advisory committee established by City Council, CCC and SCDC and established under section 102(4) of the Local Government Act 1972. The joint assembly’s membership is made up of three elected councillors from each of the three councils, and UoC and the Business Board may each nominate three representatives, including stakeholders from a range of organisations within the business and academic communities.

“Order” An Order (or Orders) necessary to implement the Projects including Transport and Works Act Order(s) and any deemed planning permission.

“Other Projects” means any project which is not the Projects but may form part of the GCP or The Cambridgeshire and Peterborough Combined Authority (CPCA) delivery programme.

“Outline Business Case” means the Projects Outline Business Case dated May 2020 undertaken by GCP with the Executive Summary attached at Annex A.

“Practical Completion” means completion for all practical purposes, which allows CCC to take possession of, or adopt, the works or assets that are the product of the Projects and use them as intended, and certified by an appropriately qualified surveyor.

“Project Board” means a board formed by the GCP Executive Board whose purpose, function and role is described in clause 5.4 below chaired by the GCP Director of Transport and made up of senior officers from GCP and CCC.

“Project” means the Projects for the acquisition of land for, and the procurement of, the construction of a high-quality public transport route and improved cycling and walking and facilities and associated works as described in the Outline Business Case more particularly defined at Annex B.

“Project Section 151 Officer” shall mean for the purposes of this MoU the CCC officer with responsibility for the Projects’ financial affairs under Section 151 of the Local Government Act 1972 as it may be amended from time to time.

"Project Team" The Projects team established for the Projects in accordance with clause 5.5.

"The Projects SRO" means the Director of Transport or such other senior officer of GCP engaged in the management of the Projects as the GCP Executive Board shall agree to appoint from time to time.

"Project Assets" means all land buildings and works as specified in an Order for completion of the Projects.

"Project Agreement" means any agreement required to be entered into by CCC as the administering authority on behalf of GCP with any third party for completion of the Projects.

"Promoter" means the organisation that will be responsible:

- (a) for submitting the Transport and Works Act (**TWA**) application;
- (b) in law for the discharge of planning conditions;
- (c) for taking on assets and property obligations;
- (d) the operation of the public transport system; and
- (e) for all and any other duties, obligations, costs, and risks associated with the TWA Order and the Projects

"Transferred Obligations" means all and any obligations, costs, risks, liabilities, maintenance costs or assets which become the responsibility of CCC after the adoption of the public transport system is agreed between the parties, or at the end of the life of the GCP, whichever is sooner.

- 2.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 2.3 Words importing the singular include the plural, words importing any gender include every gender, the words importing persons include bodies corporate and unincorporated; and (in every case) vice versa.
- 2.4 Reference to Clauses and Schedules are references to clauses and schedules of this MoU (unless otherwise stated) and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.

- 2.5 The Clause and paragraph headings and titles appearing in this MoU are for reference only and shall not affect its construction or interpretation.

3. KEY OBJECTIVES FOR THE PROJECTS

- 3.1 In accordance with the stated aims set out in the Outline Business Case the Parties shall undertake the Projects to achieve the key objectives provided therein and repeated in Annex A to this MoU (the **Key Objectives**).
- 3.2 The Parties acknowledge that the Projects has to the date of this MoU progressed on the basis of the contributions already made (financial and otherwise) are as detailed in Annex A to this MoU.

4. PRINCIPLES OF COLLABORATION

The Parties agree to adopt the following principles when carrying out the Projects (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered, and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Projects and commit to sharing data and knowledge relevant to the Projects where appropriate;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including applicable procurement rules, data protection and freedom of information legislation.
- (g) act in a timely manner. Recognise the time-critical nature of the Projects and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and

- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

5. PROJECT GOVERNANCE

5.1 Overview

The governance structure defined below provides a structure for the development and delivery of the Projects.

5.2 Guiding principles

The following guiding principles are agreed. The Projects' governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with Project scope and each Project stage (and may therefore require changes over time);
- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the Projects governance arrangements set out in this MoU.

5.3 GCP Executive Board

- (a) The **GCP Executive Board** provides overall strategic oversight and direction to the Projects. It shall:
 - (i) Be responsible and accountable for the delivery of the Projects, including the procurement and management of a construction contract by CCC on its behalf, commissioning and operation of any public transport services, and the determination of an appropriate safety regime to cover the operation of the public transport services by CCC on its behalf, and the stakeholder management and communication lead for all of the above.
 - (ii) Determine the priorities and set budgets for the allocation of City Deal Funding for the Projects under the guidance of the Accountable Body and the Section 151 Officer.
 - (iii) Review and approve revenue liabilities and provide revenue support in relation to the Projects.

- (iv) Work closely with the GCP Joint Assembly and take account of the resolutions of the GCP Joint Assembly in providing overall strategic oversight, reviewing and approving budgets and in revenue support and any liabilities incurred of the Projects.
- (v) Work with CCC to agree the appointment of the members of the Projects Board and Project Team.
- (vi) Provide suitable assurances, as required by CCC to provide or enable a revenue stream to fully cover any Transferred Obligations.

5.4 **Project Board**

- (a) The Projects Board will provide strategic management at Project and workstream level. It will provide assurance to the GCP Executive Board that the Key Objectives are being met and that the Projects is performing within the boundaries set in the Outline Business Case and budgets set by the GCP Executive Board.
- (b) CCC will provide sufficient staff and resources to enable the Projects Board and any working groups established under the Projects Board to function adequately and effectively.
- (c) The Projects Board will keep a record of all Project costs and obligations under any TWA Order and the agreed Transferred Obligations and ensure that sufficient GCP funding to cover these is secured from the Executive Board.
- (d) The Projects Board shall have responsibility for the creation and execution of the Projects plan and deliverables, and therefore it can:
 - (i) Appoint technical, commercial, legal and communications resources as appropriate into the Projects Board; and appoint and manage the Projects Team. The core Project Board members are:

The Projects Board shall meet monthly.

- (e) The Projects Board will be responsible for approving any action taken in response to any formal inquiry, complaint, claim or threat of action that either party receives from a third party in relation to the Projects if any such action would adversely affect the Projects.

5.5 **Project Team**

- (a) Among the matters for which the Projects Team shall be responsible are the following: -
 - (i) The appointment and instruction of consultants and other advisors and any delegation of authority to advisors;

- (ii) The management of its own roles and the roles of those that report to it;
 - (iii) Approval of agreements with third parties in respect of the Projects carried out by the Projects Team; and
 - (iv) day to day financial and risk management of the Projects including adherence to any budget delivered by the GCP Executive Board.
- (b) The Projects Team shall not have authority to do or agree anything or go beyond the budgeted expenditure as approved by the GCP Executive Board and Section 151 Officer in writing.

5.6 Reporting

Project reporting shall be undertaken at three levels:

- (a) **GCP Executive Board:** Reporting shall be based on the minutes from the Projects Board highlighting: Progress this period; issues being managed; issues requiring escalation to the GCP Executive Board, and progress planned next period and/or aligned with the frequency of the GCP Executive Board meetings.
- (b) **Project Board:** Minutes and actions will be recorded for each Project Board meeting. Any additional reporting requirement shall be at the discretion of the Projects Board.
- (c) **Project Team:** the Projects Team members shall be responsible for drafting reports as required for review by the Projects Board.

6. ROLES AND FUNDING

6.1 As GCP does not have legal capacity to enter into contracts or promote a TWA application, CCC shall carry out the Projects for and on behalf of GCP in accordance with:

- (a) the direction of the GCP Project Board;
- (b) the terms and conditions of this MoU;
- (c) CCC's responsibilities as the Accountable Body; and
- (d) compliance with CCC's internal policies, standing orders and processes.

6.2 CCC will be the Promoter and:

- (a) Promote a TWA Order necessary to implement the Projects, including:
 - (i) Using reasonable endeavours to obtain the required CCC Council Resolutions; and

- (ii) Submitting an TWA application for an Order,
 - (b) Under the direction of the Projects Board, be responsible for using powers gained through the Order to compulsorily acquire land required for the Projects including dealing with all compensation claims, taking possession and procuring construction of the Projects to Practical Completion with costs to be covered by GCP funding as provided for in clause 6.3 below.
 - (c) On Practical Completion of the Projects, adopt and maintain all assets required for the completion of the Projects.
 - (d) Use all reasonable endeavours to exercise its highways, traffic management and other statutory powers to facilitate the timely delivery of the Projects without fettering its discretion and will promptly exercise its planning functions in response to the application for an Order.
- 6.3 GCP will make available the necessary funds to ensure that CCC can satisfy all liabilities (reasonably incurred and within a budget approved by the GCP Project Board) falling due for payment including funds required for the acquisition of land necessary to carry out the Projects, including for land to be acquired by agreement and through powers of compulsory acquisition where necessary, and the provision of a commuted sum for the ongoing maintenance of Project Assets and Transferred Obligations.
- 6.4 Both Parties shall remain liable for any losses or liabilities incurred due to negligence of their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of such negligence.
- 6.5 Each party shall ensure that it has on its own account, or co-operates with the other party to ensure that the Parties jointly have, where possible, appropriate insurance policies in force at all times to cover all risks the Projects is reasonably able to insure against in addition to any standard corporate insurance of each party.
- 6.6 A delivery plan for the Projects is appended at Annex B which identifies the following:
- (a) the formation and scope of the Delivery Liaison Group
 - (b) which parties (other than Parties identified in this MoU) will be required to work on the Projects;
- the arrangements for technical assurance by CCC, arrangements for engagement with CCC members, arrangements for consultation at key stages with the CCC Committees, and arrangements for

agreement on management and funding of assets created; which shall be revised at time to time with agreement from GCP and CCC.

7. ESCALATION

- 7.1 If either party has any issues, concerns or complaints about the Projects, or any matter in this MoU, that party shall notify the other party and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Projects Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Projects Board within 28 days, the matter may be escalated to the GCP Executive Board for resolution.
- 7.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Projects, the matter shall be promptly referred to the Projects Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Projects, without the prior approval of the Projects Board (or its nominated representatives).

8. INTELLECTUAL PROPERTY

- 8.1 The Parties intend that any intellectual property rights created in the course of the Projects shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both Parties in the party that is lead party noted in clause **Error! Reference source not found.** above for the part of the Projects that the intellectual property right relates to).
- 8.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 8.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Projects.
- 8.3 Each party warrants that any intellectual property created by its officers for the purposes of the Projects does not infringe any third party's intellectual property rights.
- 8.4 Each party shall indemnify the other party against any loss arising out of any dispute or proceedings brought by a third party alleging infringement of its

intellectual property rights by use of the third party's intellectual property for the purpose of the Projects.

9. TERM AND TERMINATION

9.1 This MoU shall commence on the date of signature by both Parties, and shall expire on the Expiry Date unless:

- (a) Terminated by either party in accordance with clause 8.2; or
- (b) The terms of the MoU are varied in accordance with clause 9 to amend the Expiry Date.

9.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time save that from the date of submission of an application for the Order neither party shall terminate this MoU until the Order is determined and the Projects fully implemented unless by agreement between the Parties.

10. VARIATION

This MoU, including the Annexes, may only be varied by written agreement of the Parties.

11. CHARGES AND LIABILITIES

12. STATUS

12.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations in a spirit of commitment to joint working and cooperation. The Parties agree to use all reasonable endeavours to comply with the terms and spirit of the MoU.

12.2 Each Party to this MoU confirms that:

- (a) it has and shall exercise the requisite and full and proper authority available to it, to enable it to enter into this MoU and further undertakes and agrees to do all such things and to execute all such documents, retrospectively, if required, to give full, enduring and proper authority to the actions of each of the Parties and to ensure that each of the Parties continues to act *intra vires*;
- (b) to the best of its knowledge, it is not in breach of any law that may affect the lawful ability to commit to this MoU;

- (c) all consents required in connection with the execution, delivery, issue, validity and enforceability of this MoU have been obtained and have not been withdrawn.

12.3 Following termination of this MoU by agreement and/or prior to the submission of an application for the TWA Order, the Parties shall not make any commitment which would have the effect of incurring further costs and shall use their best endeavours to mitigate costs and redeploy resources so as to minimise the amount of those costs. The provisions of this Clause shall not affect the requirement to discharge payments relating to any period prior to termination or to any work reasonably resulting from such termination.

12.4 Each Party agrees for the benefit of each of them that it shall do all things and take such action or desist from taking such action as is reasonably required by another Party in order to enable the Parties to fulfil their obligations in relation to the Projects PROVIDED THAT nothing in this MoU shall have the effect of requiring any Party to act in breach of any statutory functions or duties or to fetter their discretion to make their own decisions.

12.5 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either party as the agent of the other party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other party.

13. CONFIDENTIAL INFORMATION

13.1 The Parties shall at all times use their reasonable endeavours to keep all Confidential Information concerning the Projects confidential and to ensure that such information is only used for the purpose of the Projects (and to procure that their respective employees, agents, consultants and sub-contractors shall keep confidential and shall use such information only for the purpose of the Projects). Such information shall not be disclosed except with the consent of that other party, such consent not to be unreasonably withheld.

13.2 For the purposes of this MoU "Confidential Information" means any information imparted to any of the Parties or their employees, agents, consultants, contractors or sub-contractors ("the Receiving Party") which was imparted to the Receiving Party on the basis that it is to be kept confidential or would by its nature normally be regarded as confidential or to the knowledge of the Receiving Party was obtained by the other party on the basis that it was to be kept confidential or is of commercial value in relation to the Projects but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.

Signed for and on behalf of GCP

Signature:



Name:

Peter Blake

Position:

Transport Director

Date:

25 November 2021

Signed for and on behalf of CCC

Signature:



Name:

David Allatt

Position:

Assistant Director: Transport Strategy &
Network Management

Date:

16th November 2021

CONTACT POINTS

GCP

Name:

Peter Blake

Office address:

Shire Hall
Cambridge CB3 0AP

Tel No:

E-mail Address:

Peter.blake@cambridgeshire.gov.uk

CCC

Name:

David Allatt

Office Address:

New Shire Hall, Emery Crescent,
Alconbury Weald, Huntingdon, Cambs.
PE28 4YE

Tel No:

E-mail Address:

01223 699923

David.allatt@cambridgeshire.gov.uk

Annex A. The Projects

Project overview

Project overview

This MoU covers the following major public transport projects being promoted by GCP.

- Cambridge South East Transport Phase 2
- Cambourne to Cambridge
- Science Park to Waterbeach
- Cambridge Eastern Access

The Governance set out in this MoU will apply once a project covered by this MoU achieves Outline Business Case and if that project requires a Transport and Works Act Order to deliver.

The Key Objectives

- Support the continued growth of the Greater Cambridge economy.
- Relieve congestion and improve air quality in Cambridge.
- Improve active travel infrastructure and public transport provision for the Greater Cambridge Area
- Improve connectivity to employment sites in the Greater Cambridge Area and Central Cambridge

Annex B. Delivery Plan

The Projects Team shall form a Delivery Liaison Group through which agreement shall be reached on technical and statutory requirements to deliver the Projects to the reasonable satisfaction of CCC. The scope of the Delivery Liaison Group shall include, but not be limited to:

- (a) Infrastructure design, including structures and highway improvements;
- (b) Arrangements for surface water discharge, including outfalls, pollution control, and attenuation measures;
- (c) Environmental mitigation;
- (d) The existing condition of carriageway, rights of way and structures to be improved or modified as part of the Projects;
- (e) Signage and road markings, and related Traffic Regulation Orders;
- (f) Signals and Intelligent Transport Systems, including Real Time Passenger Information, UTC, CCTV, and performance monitoring;
- (g) Lighting, and related power supplies;
- (h) Fencing;
- (i) Vehicle Restraint Systems;
- (j) Extent of Public Highway;
- (k) Design of stops and travel hubs, including buildings, security, fencing, parking, and charging stations;
- (l) Renewable energy systems;
- (m) Surveys and investigations;
- (n) Procurement of construction, and works and site information;
- (o) Arrangements for handover, adoption and maintenance of all assets created;

CCC shall also be responsible for approving Departures from Standard, the Safety Management System, and Approvals in Principle for Structures. The Safety Management System shall include arrangements for Road Safety Audits.

Assurance Framework

GCP will establish an Assurance Framework to the satisfaction of CCC for the purposes of assuring to CCC the safe delivery of Projects (the Works) to time, budget and without defects as far as is reasonably practical.

The key elements of the Assurance Framework will be:

- (a) Management of Risk
- (b) Management of Safety
- (c) Management of Cost
- (d) Management of Programme
- (e) Procurement of Suppliers
- (f) Technical Review
- (g) Procurement of Construction
- (h) Inspection and Testing Arrangements During Construction
- (i) Acceptance of Constructed Works
- (j) Handover to Operation

Risk Management

GCP has in place a risk management process. Every project has a comprehensive risk register which is regularly reviewed and updated. There is also a management process for corporate risk.

GCP invites CCC to review the project risk register and to participate in risk review meetings.

GCP/CCC will agree a risk management process for the Works that effectively manages down risk and promotes a pro-active approach to risk management.

Management of Safety

GCP has procured a Safety Management System (SMS) that establishes a holistic approach to safety management that looks at the system as a whole. Road Safety Audits which are confined to highway elements only feed into the SMS so that no part of the safety management of the Works is outwith the SMS.

The principles of the SMS are based on the Office of Rail Regulation (ORR) Risk Management Maturity Model (RM3). Even though it is the Health and Safety Executive (HSE), rather than the ORR who are responsible for this type of busway system, it is considered best practice to adopt relevant aspects of the ORR guidance in order to highlight activities to be undertaken through to submission of the Transport and Works Act Order (TWAO).

GCP has appointed an Independent Competent Person (ICP) to oversee the SMS and carry out Safety Verification. Key elements of the SMS are:

- Safety Management Plan:
 - Safety Policy Statement (sets out the arrangements for the control of Health & Safety risk describing the Roles, Responsibilities, Authorities and Accountabilities of those at all levels of the organisation and how these are integrated into the project)
 - Safety Targets
 - Procedures for aligning to Standards
 - Risk Assessment and Methods / Controlling new risks
 - Managing Safety Related information
 - Internal Auditing
- Safety Verification (undertaken by the ICP):
 - Prepare Written Safety Verification Scheme
 - Undertake Design Reviews
 - Provision of information for inclusion in Safety Index
 - Safety Verification Report
- Safety Index:
 - A working document available to designers throughout the process with details of actions undertaken recorded. Includes details of Hazard Description, originator, identification date, location, actions taken, actions agreed, action owners and close out details.

Management of Cost

GCP has appointed a Cost Manager (WSP). The role of the Cost Manager will evolve through three stages.

Stage 1 Pre-Application – Review and assess cost estimates produced by design consultants. Prepare cost plan and agree budget for inclusion in economic and financial assessment. Assess appropriate risk contingency for inclusion in cost plan.

Establish cost profile and funding sources. Advise on cost and financial risk contingencies for different procurement options. Advise on optimum options to control cost and deliver certainty of outcome. Collate financial progress reports from the supply chain. Prepare monthly cost reports and budget forecasts.

Stage 2 Application to Start of Works – Develop cost plan from Stage 1 and assess appropriate risk contingency for inclusion in cost plan. Establish cost profile and funding sources. Advise on cost and financial risk contingencies for adopted procurement route. Develop pre-tender cost estimate. Assess financial bids and advise on adequacy. Advise on cost risk in contractor pricing and methodology.

From preferred bid develop pre-construction cost plan and establish control measures for construction phase. Collate financial progress reports from the supply chain. Prepare monthly cost reports and budget forecasts.

Stage 3 Post-Contract – Manage costs through construction stage to final account. Prepare monthly cost reports. Assess financial elements of compensation events.

Assess applications for payment. Agree final account. Assist NEC Project Manager with financial management of construction contract. Prepare forecasts of final account value and budget forecasts.

Management of Programme

A detailed critical path project programme will be maintained through to completion and be maintained by a programme manager. The programme will show all dependencies, inputs and outputs required to deliver the project on time.

Progress to programme is monitored monthly with deviations subject to corrective action.

Procurement of Suppliers

All suppliers are contracted to CCC and are procured through the CCC procurement procedures and subject to CCC standing orders. Wherever possible use will be made of established frameworks including the CCC Professional Services Framework.

Technical Review

GCP/CCC will agree arrangements for Technical Review and GCP will adopt as far as reasonably practical all comments made by CCC.

Procurement of Construction

GCP/CCC will agree in conjunction with the CCC Procurement Team a procurement strategy that effectively manages risk, ensures that risk is owned by the most appropriate body and assures delivery on time and to budget. Use of the NEC form of contract is envisaged, but main Option and all options will be agreed with CCC.

GCP will ensure the deployment of effective Cost Management, Programme Management and Construction Management functions to assure success of the construction phase by delivering a finished product that as far as reasonably practical is delivered on time, to budget and to quality and is free of defects.

The Contractor and/or Designer will be employed by CCC but managed by GCP in accordance with delegations from CCC to GCP. GCP will report progress and finance to CCC to ensure “no surprises”.

GCP/CCC will adopt Infrastructure Projects Authority (IPA) best practice for public works procurement, and will implement IPA Assurance Review processes.

Works Information and Site Information will be subject to review and acceptance by CCC.

GCP/CCC will agree an appropriate and reasonable defects liability period and if considered necessary the provision of a bond by the Contractor

Inspection and Testing Arrangements During Construction

GCP will establish effective processes for inspection and testing of constructed works and agree these with CCC. Facilities for independent inspection and testing by CCC will be available if desired.

The appointment of Project Manager and Site Supervisor (or equivalent if NEC not used) will be agreed with CCC.

Acceptance of Constructed Works

Throughout construction CCC will have full opportunity to inspect and test the construction work or to observe inspections and tests by GCP. GCP will make best endeavours as far as reasonably practical to ensure the works are completed in accordance with the Works Information and are free of defects.

Handover to Operation

GCP will establish a handover plan no later than 12 months before Completion to be agreed with CCC setting out arrangements for:

- Completion of the Health and Safety File
- Collation of accurate As Built drawings
- Inspection of the finished work by CCC Asset Management Team
- Arrangements for safe operation including briefings and instruction
- Compliance with all reasonable requests from CCC regarding handover
- Arrangements with operators to bring the system into service

Annex C. GCP Executive Board and Joint Assembly Terms of Reference



Revised May
2019-Executive Board



Revised May
2019-Joint Assembly