

	<b>STATEMENT OF WORK (SOW)</b>
	<b>ARCHITECT AND ENGINEERING SERVICES</b>
	<b>PROJECTS LTU-99 PAJUOSTIS AVIATION FUEL BASE INFRASTRUCTURE AND LTU-100 NATO CLASS V (ECM) WAREHOUSE AT SIAULIAI AIRBASE</b>
	<b>RFP MOK210001</b>
	<b>LITHUANIA</b>
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**AMENDMENT RECORD**

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**TABLE OF CONTENTS**

1.0	ABBREVIATIONS .....	4
2.0	REFERENCED DOCUMENTS.....	4
3.0	CONTRACT DATA REQUIREMENTS LIST (CDRL).....	4
4.0	GENERAL INFORMATION .....	5
5.0	GENERAL REQUIREMENTS .....	6
6.0	PROJECT ORGANISATION .....	8
7.0	STANDARDS AND CODE REQUIREMENTS .....	9
8.0	PROJECT DESCRIPTION – SURVEY, DESIGN AND DRAWINGS .....	9
9.0	TIMESCALES AND IMPLEMENTATION PLANS .....	11
10.0	RISK ANALYSIS .....	13
11.0	QUALITY ASSURANCE AND QUALITY CONTROL (QA / QC) .....	13
12.0	HEALTH, SAFETY AND THE ENVIRONMENT (HSE) .....	15
13.0	REPORTING.....	15
14.0	MEETINGS .....	15
15.0	FINAL ACCEPTANCE – DESIGN .....	15
16.0	PROFESSIONAL LIABILITY AND RESPONSIBILITY OF THE CONTRACTOR .....	16

**Annexes**

- Annex 1: Abbreviations
- Annex 2: Project design program and requirements
- Annex 3: Project narrative
- Annex 4: Design locations
- Annex 5: Project organisation NSPA
- Annex 6: Project organisation of the CONTRACTOR
- Annex 7: Standards and codes
- Annex 8: Design process description
- Annex 9: Schedule requirements
- Annex 10: Risk analysis
- Annex 11: QA&QC
- Annex 12: Reporting
- Annex 13: Meetings
- Annex 14: Design final acceptance

## 1.0 ABBREVIATIONS

**1.1** A list of the general and contract specific abbreviations used in this Statement of Work (SOW) can be seen in ANNEX 1 – ABBREVIATIONS.

## 2.0 REFERENCED DOCUMENTS

**2.1** Further details can be seen in ANNEX 2 – Task programming and requirements.

Annex 2.1	- Program task for preparation of project proposals for construction of supply class V warehouses	Document and annexes 1-9
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## 3.0 CONTRACT DATA REQUIREMENTS LIST (CDRL)

**3.1** Below is a summarised list of required documents that must be made available to NSPA for review throughout the Contract duration:

Ref	Document Title	SOW Ref	When Required
<b>1</b>	Contractor's Management and Technical Team	6.0	With technical proposal. Verified at kick-off meeting.
<b>2</b>	Contractors project specific Design team Organisation Diagram separated for phases and locations.	6.0	With technical proposal. Verified at kick-off meeting.
3	Training Plan	6.0	As required
4	Survey and Design Reports	8.0	Various (Annex 8)
5	Documents and Drawings Control Program	8.0	Kick-off meeting
6	Submittal Register	11.0	Kick-off meeting
7	Submittals (Including additional requested submittals and items)	11.0	As required
<b>8</b>	Outline Implementation Plan (Gantt)	9.0	With technical proposal
9	Full Implementation Plan (Gantt)	9.0	Kick-off meeting
<b>10</b>	Risk Management Plan (With Mitigations)	10.0	With technical proposal. Verified/revised at kick-off meeting.
<b>11</b>	Valid ISO 9001 Certificate and support documentation – issued via an Accredited Certification Body	11.0	With technical proposal
<b>12</b>	Quality Management Plan (QMP)	11.0	With technical proposal
13	Laboratory and Equipment Certification	11.0	Kick-off meeting
14	Weekly Status Reports	13.0	As required (Annex 12)
15	Ad-Hoc Issue Reports	13.0	As required (Annex 13)
16	Meetings Minutes	14.0	As required (Annex 13)
<b>17</b>	Copy of existing liability insurance certificate in English.	16.7	With technical proposal
18	Project specific Liability insurance	16.8	After contract award

- Note bold/red marked items shall be submitted with the proposal.

## **4.0 GENERAL INFORMATION**

### **4.1 Project Description**

#### **4.1.1 Objective of the project**

The primary objective of this project is to deliver the design for the subject projects in Lithuania at the designated areas of the Pajuostis and Siauliai airbases. The services required are including site surveys and investigations, conceptual design, technical design that serves also as construction permit design and execution level design packages. The aviation fuel facility complex project at Pajuostis Airbase includes 2x2500 m<sup>3</sup> storage tanks, five supporting buildings with about 800 m<sup>2</sup> overall area, utilities, security fencing and road works. The ammunition storage project at Siauliai Airbase includes one NATO class V storage with 270 m<sup>2</sup> area, a supporting building with 100 m<sup>2</sup> area, utilities, security fencing, road works and full reconstruction and modification of the connecting taxiway at about 300 m length.

#### **4.1.2 Design phases and inclusive services**

The design for each location shall be developed in three phases 10% conceptual design, 80% technical design that serves also as construction permit level design and 100% execution level design in accordance with the host nation design regulations, legal acts applicable standards and this SOW.

The design services shall include as a separate item within the offered price the support to NSPA by the author of the design during the later construction solicitation phase.

As an option the Contractor shall also provide project implementation supervision services by the author of the design throughout the construction phase as described in Annex 2 and Annex 8.

The resources planned shall be separated in the proposal for the two projects so that they could remain separately contractible.

See ANNEX 2 and 3 for further details related to the requirements of the project.

### **4.2 Project Location**

#### **4.2.1 The projects are in Lithuania in the following two (2) locations:**

- Siauliai Airbase
- Pajuostis Airbase

#### **4.2.2 See ANNEX 2 and 4 – for further details related to the locations.**

### 4.3 Works Duration

The CONTRACTOR shall complete the works based on the following delivery schedule in calendar days (CD) after contract award:

- |   |          |
|---|----------|
| • 10% Surveys and Design submittal to NSPA for review | - 60 CD  |
| • 10% Design Review                                   | - 14 CD  |
| • 80% Design & submittal for NSPA review              | - 84 CD  |
| • 80% Design review                                   | - 14 CD  |
| • Permit procedure incl. design revision as required  | - 100 CD |
| • 100% Design submittal for NSPA review               | - 28 CD  |
| • 100% Design review                                  | - 14 CD  |
| • 100% Design finalization/correction as required     | - 14 CD  |

Note: 1. Construction permit procedure starts after the approval of the 80% design package or as soon as possible so with this its duration is about 100 CD. The 100% design package is delivered parallel to the construction permit procedure time frame and corrected as required after the permits received.

2. The above schedule is the maximum time allowed however the contractor is free to finalize earlier and plan two projects with different delivery timelines in the schedule submitted with the proposal.

All together the project shall be delivered within 286 calendar days after contract award.

## 5.0 GENERAL REQUIREMENTS

### 5.1 Language of Work

5.1.1 The language of work shall be considered to be English and Lithuanian

5.1.2 All persons and staff who are required by this SOW to communicate in English and/or Lithuanian shall be proficient to the following level, as defined in NATO Standard (STANNAG 6001 and the associated ATrainP-5 documentation, available on the internet):

English - SLP 3333 (Listening, Speaking, Reading and Writing) i.e. Professional level

Lithuanian - SLP 3333 (Listening, Speaking, Reading and Writing) i.e. Professional level.

The core design team described shall be able to communicate in English the deliverables can be translated to Lithuanian.

The design team members dedicated to coordinate with local authorities concerned shall be able to use both languages.

The onsite Q&A engineers shall be able to communicate in both languages, English and Lithuanian.

The conceptual design shall be submitted in English only. The 80% Construction permit level design documentation and the execution level 100% design documentation shall be submitted in two separated versions, one in English and the other in Lithuanian in accordance with the host nation requirements.

## **5.2 Client Control**

5.2.1 NSPA will perform periodic review of the Contractor's performance and records. Quality review methods may include, but not be limited to:

- Inspection of specified deliverables
- Evaluation of the Contractor's actual performance versus forecast
- Schedules and timescales
- General compliance with contractual requirements
- Periodic surveillance and inspection of ongoing works
- Review of methods, procedures and results.

5.2.2 NSPA may employ external support to assist with the evaluation of the Contractor's performance and or to formally review the design deliverables as a proof engineer.

5.2.3 The NSPA Technical Officer and Technical Representative (NSPA TO & TR) will be the primary points of contact and authority for all technical and quality matters.

5.2.4 All potential or suggested contract changes submitted by the contractor shall be reviewed in advance by NSPA. Only the NSPA Contracting Officer (CO) may approve any action or decision that affects the contract value, scope or terms and conditions.

## **5.3 Contractor Claims Assessment**

5.3.1 Any potential claim from the Contractor shall be addressed solely to the NSPA CO. In this case, a full description of the claim with technical and financial justifications shall be submitted for NSPA assessment.

## **5.4 Notification of Non-Compliance**

5.4.1 The NSPA TO shall notify the Contractor of any detected noncompliance e.g. poor workmanship, poor procedures, defective or damaged material. The Contractor shall take immediate corrective action after receipt of such notice whether verbal or written. Such notice, when delivered to the Contractor does not automatically constitute a basis for extension of time or other damage claims.

5.4.2 If the Contractor fails or refuses to comply promptly, the NSPA TO or CO may issue an order stopping all or part of the Works until corrective action has been taken. Corrective action of non-compliant work or materials must be completed in a timely manner without compensation for the time lost.

5.4.3 The Contractor will not be compensated for costs incurred or time lost due to such a stop work order. Only the CO may authorize the resumption of the Work once non-compliance issues are resolved.

**5.5 Contractor Resources**

- 5.5.1 The Contractor shall supply all necessary material, equipment and labour required to complete the work. All construction equipment used in site surveys and investigations, whether Contractor or third party owned, shall be in safe and operable condition per the manufacturer's instructions.

**5.6 Subcontractors and Labourers**

- 5.6.1 The Contractor is solely responsible for compliance with the provisions of this SOW by contractor's personnel, sub-contractors, or any other person working for the Contractor.

**6.0 PROJECT ORGANISATION****6.1 NSPA Organisation**

- 6.1.1 See ANNEX 5 – PROJECT ORGANISATION - NSPA for further descriptions.
- 6.1.2 At the Project Management level, NSPA personnel are responsible for the coordination of the project throughout the process started from the collection of the customers' technical requirements up to contracting and coordination of design and execution of the works.
- 6.1.3 NSPA reserves the right to use a third party to assist its activities. When this is the case, the Contractor shall ensure that the third party has access to the project activities and documentation, as required.
- 6.1.4 Examples of third party support include, but are not limited to:
- External consultancy companies
  - NATO or national stakeholder representatives
  - Other NATO Agency expertise
  - NATO military representatives and experts
  - NATO civilian representatives and experts.

**6.2 Contractor's Management Team and Workforce**

- 6.2.1 See ANNEX 6 – PROJECT ORGANISATION – THE CONTRACTOR for further descriptions.
- 6.2.2 The Contractor shall establish a formal organization responsible for accomplishing the requirements of this SOW.
- 6.2.3 The Contractor shall allocate for each level a team of professionals appropriately qualified, skilled and experienced in their respective trades and occupations to carry out the activities necessary to execute the project.
- 6.2.4 NSPA reserves the right to obtain copies of any accreditation as required.



6.2.5 NSPA reserves the right to request a Training Plan to show how members of the workforce management team or works force will be trained and certified in order to properly conduct defined tasks.

6.2.6 CDRL Requirement – see 3.0/3 CONTRACT DATA REQUIREMENTS LIST (CDRL).

### **6.3 Contractor's Staff Organisation Diagram**

6.3.1 The Contractor shall create an Organisation Diagram showing how the separate individuals and teams work and communicate.

6.3.2 The diagram should specifically show how communications are made with the main NSPA roles (i.e. the PM, CO, TO) and National Authorities.

6.3.3 CDRL Requirement – see 3.0/2 CONTRACT DATA REQUIREMENTS LIST (CDRL).

## **7.0 STANDARDS AND CODE REQUIREMENTS**

**7.1** A list of specific standards relevant to this Contract are given in ANNEX 7 – STANDARDS AND CODE REQUIREMENTS.

**7.2** The Contractor shall comply with all applicable laws and standards during any design and execution works, as detailed in the contract documentation and as required by the Host Nation Lithuania laws.

## **8.0 PROJECT DESCRIPTION – SURVEY, DESIGN AND DRAWINGS**

**8.1** See ANNEX 8 – PROJECT DESIGN – SURVEY, DESIGN AND DRAWINGS for further details relating to the contract.

### **8.2 Design and Survey Reports**

8.2.1 The Contractor shall provide the various surveys and designs as described in the Annex 8 & 9 divided into the following phases for the two project locations and in two separated design packages for each phase.

- 10% Design Concept
- 80% Design Construction permit level design
- Construction permits
- 100% Execution level design

The contractor shall prepare a PowerPoint summary report for each design phase (10%, 80%, 100%) and for each project location in English. The presentations shall be submitted to NSPA for review and approval at least 72 hours before the meeting where the designer will present the above summary reports. These presentations are to take place during design review meetings in Lithuania in a location to be confirmed or online depending on actual COVID 19 situation. As a minimum, the contractor's project manager and the design manager shall attend and present the summary reports in English- the others can join online to the meeting as required and to present their specific part, record or answer questions.

The contractor is the sole responsible to obtain the construction and or demolition permits as required with the construction permit level Design (80% design) and make as many amendments as required until the construction permit is obtained from the Lithuanian authorities concerned.

For the 100% design, the contractor shall obtain all approvals from the designated third-party expert of NSPA or the LMOD and make as many amendments as required until the detailed design approval is obtained.

8.2.2 CDRL Requirement – see 3.0/4 CONTRACT DATA REQUIREMENTS LIST (CDRL).

### **8.3 Contamination Surveys**

8.3.1 Where contamination surveys (including asbestos) are required, the surveys must locate and identify all contaminants before any structural work begins at a stated location or on stated equipment at the premises.

8.3.2 This will involve destructive inspection and contaminate disturbance. The area surveyed must be vacated, and certified 'fit for reoccupation' after the survey.

8.3.3 The survey will be intrusive and must involve aggressive inspection techniques to gain access to all areas within the scope of the projects.

8.3.4 The assistance of other specialists such as electricians, structural engineers or licensed removal contractors may be required to ensure a fully inclusive survey can be carried out.

### **8.4 Documents and Drawings Control Program**

8.4.1 The Contractor shall develop a Document and Drawings Control Program to ensure recording and filing of documents and drawings at different stages throughout the Contract, until the As-Built drawings are produced and the commissioning stage completed.

8.4.2 The Document and Drawing Control Program shall also ensure that all design certifications, maintenance documents, operator's manuals, warranties and other infrastructure related documents can be filed, tracked, and cross referenced to drawings.

8.4.3 Shop drawings shall be included in this plan, as required.

8.4.4 CDRL Requirement – see 3.0/5 CONTRACT DATA REQUIREMENTS LIST (CDRL).

### **8.5 Design Requirements**

8.5.1 The Contractor shall carry out, and be responsible for, the design of the works .

8.5.2 Within seven calendar days after the contract award, the Contractor shall be available to attend a kick-off meeting in Lithuania where the first steps of the Project implementation will be discussed. NSPA reserves the right to indicate adjustments in the design requirements if this is required by the Host Nation and the customers. Any contractual effect on these minor changes will be coordinated by NSPA TO and CO with the Contractor.

8.5.3 After the kick-off meeting the Contractor shall scrutinize the requirements of the SOW and the available documents. The Contractor shall be responsible for the correct positioning of all the parts of the works, and rectify any error in the positions, levels, dimensions or alignments.

8.5.4 The drawings in the design package are standard with proper dimension signs and are provided to NSPA in CAD, Microsoft Office and PDF format.

## **8.6 Design Reviews**

8.6.1 The Contractor shall ensure that all required information described in annex 8 and 14 to the SOW associated with the design related works is sent to the NSPA TO.

8.6.2 NSPA shall coordinate with the Contractor to provide an advisory-only service on the design related works via feedback and comments.

8.6.3 NSPA reserves the right to reject the work, or aspects of the work (whether documentation-based, or otherwise) with specific reasons and justifications relating to the Contract, the scope, technical requirements, the standards or best practice.

8.6.4 NSPA reserves the right to provide advisory comments on the work, or aspects of the work, for the Contractor to consider to improve the final outputs.

8.6.5 All responsibility and liability for meeting the requirements set out in this Contract remains the responsibility of the Contractor.

8.6.6 Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar by the NSPA TO or TR, including absence of disapproval, shall not relieve the Contractor from any responsibility on the works, including possibilities of errors, omissions, discrepancies and non-compliances with regulations and laws.

8.6.7 There can be multiple review meetings depending on the readiness of deliverables – the process shall not be hindered if one or more design packages are on hold out of control of the Contractor. The approach is to present together all the packages and come back to those later in a second meeting that do require further work or clarifications.

## **9.0 TIMESCALES AND IMPLEMENTATION PLANS**

9.1 See also ANNEX 9 – TIMESCALES AND SCHEDULES for further details.

9.2 The Contractor shall keep up to date the detailed Project Master Schedule of activities planned throughout the contract period, and make it available to NSPA upon request.

9.3 The Contractor shall take account of predicted weather conditions due to the time of year in their implementation plan assessments.

**9.4 Outline Implementation Plan (Gantt)**

- 9.4.1 An outline Implementation Plan for the Work (Gantt) shall be submitted with the proposal. This plan shall consist of a Gantt chart in Microsoft Project and PDF format allocated to each activity leading to a milestone. The milestones of this schedule and the completion date shall be consistent with the timeline published in 4.3. above.
- 9.4.2 The schedule submitted with the technical proposal shall contain the detailed tasks and duration of surveys, investigations, design activities and estimated duration of the approval procedures.
- 9.4.3 The schedule shall contain the critical path and information or be integrated with a resource plan in Microsoft Project format, reporting the resources allocated (manpower engineers, subcontractors and equipment planned for the project) for the planned activities according to the milestones of deliverables.
- 9.4.4 CDRL Requirement – see 3.0/8 CONTRACT DATA REQUIREMENTS LIST (CDRL).

**9.5 Full Implementation Plan (Gantt)**

- 9.5.1 The Contractor shall submit a full Implementation Plan (Gantt chart) to NSPA for review.
- 9.5.2 The schedule shall be integrated with a resource plan showing the resources i.e. subcontractors, laboratories, specialists, personnel allocated for the different design related activities.
- 9.5.3 The chart shall report the critical path for monitoring purposes and shall be recorded after approval as baseline. The updates shall be provided at later stages of the project monthly taking in consideration the agreed baseline schedule.
- 9.5.4 NSPA reserves the right to reject the schedule whenever this schedule fails to follow the contractual obligations of the Contractor, and whenever the allocated resources and scheduling do not provide evidence of timely completion in accordance with the timeline.
- 9.5.5 CDRL Requirement – see 3.0/9 CONTRACT DATA REQUIREMENTS LIST (CDRL).

**9.6 Late Delivery**

- 9.6.1 Failure to meet this milestone schedule will be considered as a late delivery. The Contractor shall commit to all necessary manpower requirements, delivery charges and extended work hours in order to ensure that the timelines are achieved.
- 9.6.2 During the development of the design various permit issues with authorities may result in contractual timeline extension in justified cases but with no extra costs.

## 10.0 RISK ANALYSIS

10.1 See ANNEX 10 – RISK ANALYSIS for further details relating to the contract.

10.2 The Contractor shall submit a Risk Management Plan (RMP) with their technical proposal, this will be subsequently verified at the contract kick-off meeting or equivalent.

10.3 CDRL Requirement – see 3.0/10 CONTRACT DATA REQUIREMENTS LIST (CDRL).

## 11.0 QUALITY ASSURANCE AND QUALITY CONTROL (QA / QC)

11.1 See ANNEX 11 – QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) for further details related to the contract.

### 11.2 ISO 9001 Accreditation and Certification

11.2.1 The Contractor shall possess a valid ISO 9001:2008 or 2015 certificate.

11.2.2 The certification shall be provided only through an Accredited Certification Body, as defined by the International Organization for Standardization (ISO). ISO 9001 certificates provided from non-Accredited Certification Bodies shall be rejected.

11.2.3 Further details of the list of acceptable accreditation bodies (national or otherwise) can be viewed at:

- ISO: [www.iso.org/certification.html](http://www.iso.org/certification.html)
- International Accreditation Forum: [www.iaf.nu/articles/IAF\\_MEMBERS\\_SIGNATORIES/4](http://www.iaf.nu/articles/IAF_MEMBERS_SIGNATORIES/4)

11.2.4 The ISO 9001 certificate shall be valid and submitted with the Contractor's Technical Proposal. Full details of the above requirements shall be submitted to conclusively show that the full authenticity and reliability of the ISO 9001 certificate and the issuing Accredited Certification Body is guaranteed.

11.2.5 NSPA reserves the right to unambiguously clarify the full authenticity of the certificate and the Accredited Certification Body, as required. This may involve requiring copies of further documentation, for example audit reports and audit trails, to be sent to the Agency as evidence.

11.2.6 CDRL Requirement – see 3.0/11 CONTRACT DATA REQUIREMENTS LIST (CDRL).

### 11.3 QA / QC Requirement

11.3.1 The Contractor is responsible for maintaining effective control of the quality of materiel and/or workmanship in accordance with those standards identified in the SOW and Annexes. If the Contractor himself does not render the contracted services, he shall impose these quality requirements upon his subcontractor.

11.3.2 Any issues concerning QA under this Contract will be coordinated by the Contractor with the NSPA TO.

11.3.3 All specified requirements of this Contract are subject to QA / QC services to the satisfaction of the NSPA TO, unless specifically directed otherwise by NSPA. The NSPA TO shall have all necessary access to perform the required QA / QC services.

11.3.4 The Contractor shall correct all deficiencies identified by the NSPA TO / TR in a timely manner.

#### **11.4 Services Support to NSPA**

11.4.1 NSPA may utilize the support of a third party (e.g. an external contracted company or military representatives of the Host Nation) to assist with monitoring and controlling all activities. In this case, the Contractor shall allow the third party representatives full access to the project site, documentation and office spaces, if applicable, and all technical documentation as required.

#### **11.5 Quality Management Plan (QMP)**

11.5.1 It is intended that a project specific plan be submitted, which shows the Bidders' internal processes and procedures for QA / QC and how they will be implemented on this specific project (e.g. management, calibration, testing, submittals, etc.).

11.5.2 The Quality Management Plan (QMP) shall be produced to the latest version of the NATO Standard AQAP2105 – NATO Requirements for Deliverable Quality Plans, available on <http://nso.nato.int>.

11.5.3 The QMP shall be rejected if it is found not to be specifically created to describe the approach to QA/QC. For example, a copy and paste approach using existing online documents (e.g. the AQAP itself or online standardised U.S. Army Corps of Engineers QA/QC documentation) will not be accepted.

11.5.4 CDRL Requirement – see 3.0/12 CONTRACT DATA REQUIREMENTS LIST (CDRL).

#### **11.6 Laboratory and Equipment Certification**

11.6.1 If applicable, specific documentation shall be provided where any of the following are used to take tests and/or verify test results:

- On or off-site laboratory (Contractor owned, third party owned or otherwise)
- On or off-site equipment (Contractor owned, third party owned or otherwise).

11.6.2 The standards used to assess the viability of such a laboratory or equipment shall be assessed according to the standards set out in this SOW and Annexes.

11.6.3 NSPA reserves the right to reject results obtained from a laboratory or equipment that does not have the appropriate level of certification.

11.6.4 The laboratory and/or equipment shall only be operated by personnel who are trained, certified and capable of using it.

11.6.5 CDRL Requirement – see 3.0/13 CONTRACT DATA REQUIREMENTS LIST (CDRL).

## **12.0 HEALTH, SAFETY AND THE ENVIRONMENT (HSE)**

### **12.1 Approach**

12.1.1 The Contractor shall ensure that a strong culture of HSE will be adhered to on all aspects of the Works such as site surveys. All staff shall be focused on accident prevention and on constant HSE improvement.

### **12.2 Liability**

12.2.1 NSPA, or any other party, shall be not liable for injuries incurred by the Contractor, contractor's personnel, sub-tier contractors, or any other person working for the Contractor.

12.2.2 The Contractor shall follow safe work procedures and ensure personnel in vicinity of the job site are properly trained and protected. The Contractor shall establish a safe work zone and establish a safety program to prevent worker injuries.

## **13.0 REPORTING**

13.1 See ANNEX 12 – REPORTING for further details relating to the contract.

13.2 The Contractor shall submit regular reporting, including photographs as required, to show progress and potentially incurred technical issues.

13.3 CDRL Requirement – see 3.0/14-15 CONTRACT DATA REQUIREMENTS LIST (CDRL).

## **14.0 MEETINGS**

14.1 See ANNEX 13 - MEETINGS for further details relating to the contract.

14.2 The Contractor shall attend regular meetings as required. The Contractor shall ensure that the personnel who attend these meetings have the authority to provide valid updates and to auditable provide decisions as required.

14.3 The Contractor shall send a meeting schedule to the NSPA TO in advance of each planned meeting.

14.4 The Contractor shall be responsible for taking and producing the meeting records (i.e. the minutes). These shall be sent within one (1) working day to the NSPA TO, for review. NSPA reserves the right to have the records updated in case of inaccuracies or omissions.

14.5 CDRL Requirement – see 3.0/16 CONTRACT DATA REQUIREMENTS LIST (CDRL).

## **15.0 FINAL ACCEPTANCE – DESIGN**

15.1 See ANNEX 14 – FINAL ACCEPTANCE - DESIGN for further details relating to the contract.

**15.2 Review from NSPA and Stakeholders**

- 15.2.1 The design submittals shall be reviewed by NSPA, potentially with support from a third party (potentially an external Architect and Engineering service). This shall occur at the end of each design phase with the relevant stakeholders.
- 15.2.2 NSPA will give notice to the Contractor when one of his documents fails to comply with the SOW. In such a case, with no impact on the schedule the Contractor shall rectify and resubmit the document, which will be subjected to review by NSPA.

**16.0 PROFESSIONAL LIABILITY AND RESPONSIBILITY OF THE CONTRACTOR**

**16.1** The CONTRACTOR shall provide Architectural and Engineering Design Services in accordance with this SOW and as detailed in the other parts of the request for proposal issued by NSPA.

**16.2** The CONTRACTOR is to produce a design package and associated products as detailed in this SOW.

**16.3** The CONTRACTOR shall complete all the deliverables within the time for delivery as stipulated in the SOW.

**16.4** The CONTRACTOR shall employ the required qualified personnel, and provide goods, consumables and services, whether of a temporary or of a permanent nature, to meet the requirements of this SOW.

**16.5** The CONTRACTOR shall give all notices, pay all taxes, duties and fees, and obtain the permits, licenses and approvals as required by the national laws in relation to the design and any surveys or investigations.

**16.6** The CONTRACTOR shall bear all the costs and the charges for special and/or temporary rights-of-way which he may require, including those for the access to the site. The CONTRACTOR shall also obtain, at his risk and cost, any additional facility outside the site which he may require for the purposes of the works.

**16.7** The copy of the current professional liability insurance of the CONTRACTOR or a certificate from the insurance company in English shall be submitted with the bid. The subject generic liability insurance of the CONTRACTOR shall cover at least Two Million Euro overall damage per year with at least One Million Euro coverage per insurance case.

**16.8** After contract award but before the contract signature the CONTRACTOR in addition to the above generic professional liability insurance shall provide a project related professional liability insurance contract signed with a reputable international insurance company covering Four Million Euro overall damage per year and with at least Two Million Euro coverage per insurance case. The project specific liability insurance and or the Extended Claims Reporting Period (ECRP) of the above project specific insurance policy shall be valid until end of 2034 for the project elements and design tasks for new buildings in this SOW.

**16.9** CDRL Requirement – see 3.0/17-18 CONTRACT DATA REQUIREMENTS LIST (CDRL).