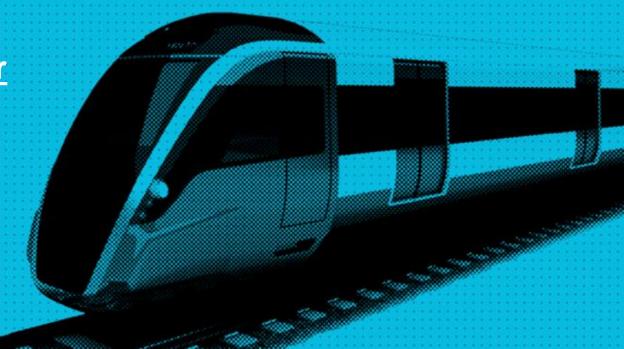


◆ Crossrail-Moving London Forward

- **◆ Chris Dulake**
- **◆ Chief Engineer**





◀ 2014 breakthroughs



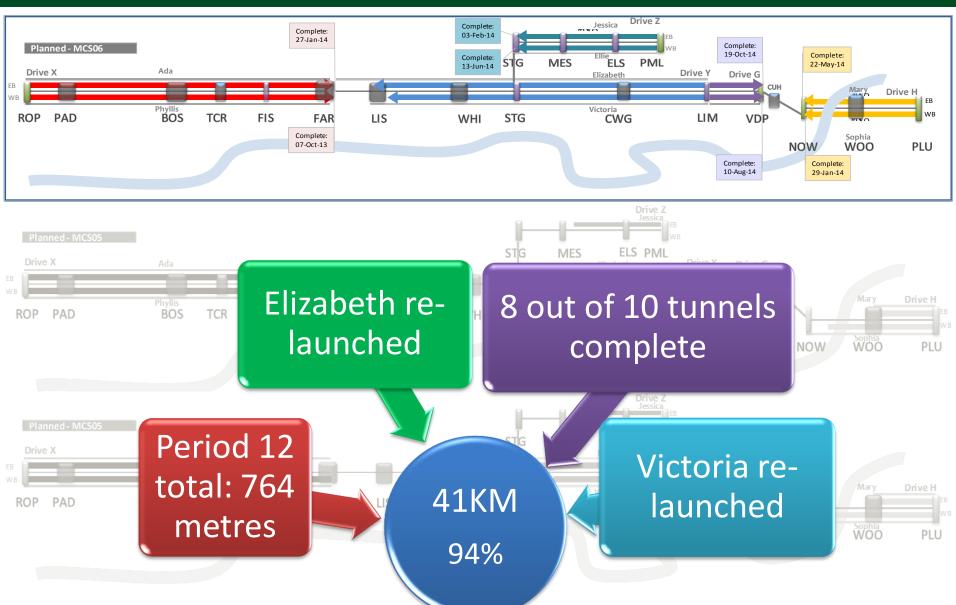






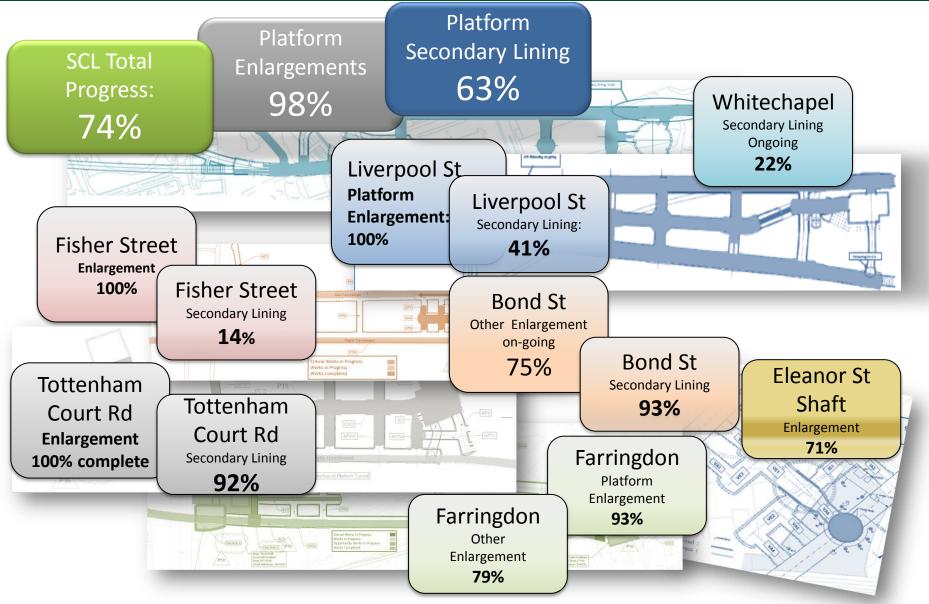


◆ TBM Progress Highlights





◀ SCL Highlights





◆ CRL role

Crossrail will



Monitor the contractors' management of the worksites to ensure they undertake their role safely and efficiently, and in compliance with their obligations. Require contractors to improve their performance where necessary

Crossrail will not



Manage construction activity on site



◆ CRL Design Client

Crossrail will



- Act as Technical Authority.
- Define requirements
- Manage Progressive Technical Assurance
- Maintain design configuration.
- Not relieve Designers of their obligations under CDM

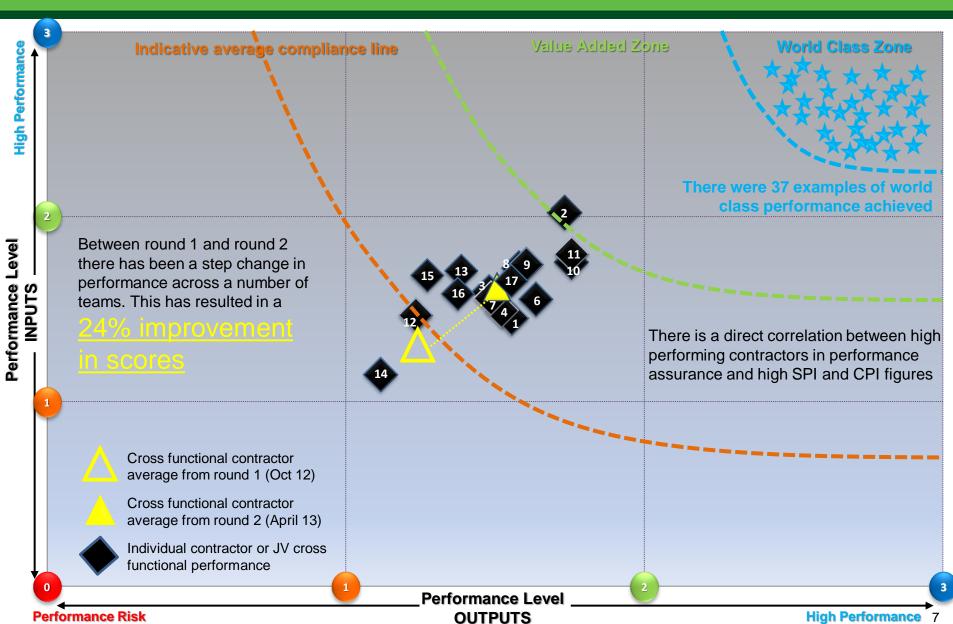
Crossrail will not



Design the works



◆ Performance Assurance





■ Getting it Right First Time -The cost of rework

£420m - £1.68bn Opportunity Cost

Construction Industry Institute research has already identified that the average cost of rework can be between 3% to 12% of project cost

Leading Indicators

Number of Observations and NCRs raised by Contractors are leading indicators of quality performance-evidence of approach





◀ Right First Time Metrics

| Metric | Measure | Target | Performance 2012/13/14 | |
|---|--|---------------------------------|---|--|
| Inspection & Test Plans (ITP) | This metric measures the number of incidents where there was no accepted ITP in place for the actual or planned start of works. | Zero Incidents | 80% Reduction 2012/13 = 51 incidents 2013/14 = 10 incidents | |
| Partial Rework Rate | This metric measures the cost of rework in a period divided by the Actual Cost of Works Performed (ACWP) in the period, expressed as a percentage. | 2% Stations 0.25% Tunnels | 0.23% Increase 2012/13 = 0.80% 2013/14 = 1.03% | |
| Satisfactory Observations | This metric measures the number of satisfactory observations of the work in progress, as witnessed by the Supervisor's representatives. | 90% Satisfactory | No Change 2012/13 Average = 84% 2013/14 Average = 84% | |
| Non Conformance Reports (NCRs) Raised by Contractor | This metric measures the percentage of NCRs that were first raised by the Contractor. | 95% Raised | 6% Improvement 2012/13 Average = 84% 2013/14 Average = 90% | |



Note: 2013/14 data is to date.



■ NEC for Crossrail

◀ NEC 3

In my 1994 report 'Constructing the Team' I said the first edition of the then New Engineering Contract met 11 of the 13 principles that characterised an effective, modern construction contract – far more than any other contract form then available.

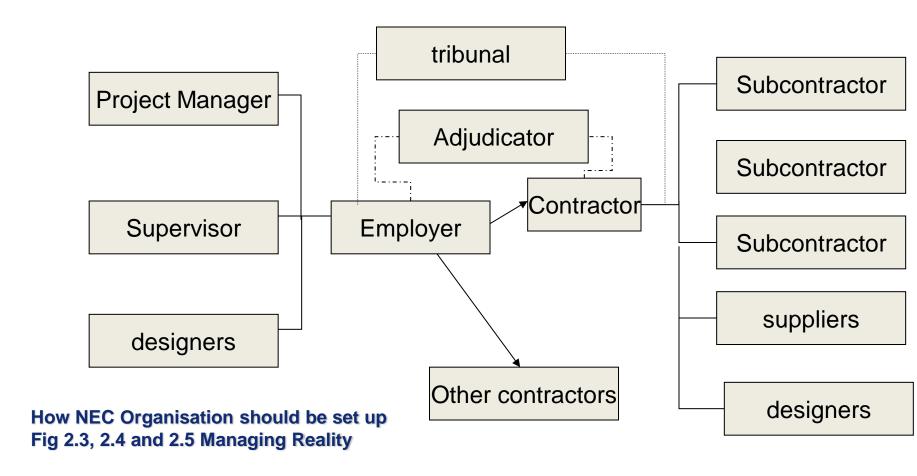
Within a year the NEC 2nd edition came out and became the only contract to comply with all 13 principles. It is thus not surprising that the NEC 3rd edition remains at the forefront of best practice, becoming the first contract to meet all criteria of the UK Government's Achieving Excellence in Construction initiative.

In addition to supporting the Office of Government Commerce's recommendation that NEC3 be used by all public-sector construction procurers, I also commend its adoption by any private sector client wishing to procure their construction work on time, within budget and without litigation.

Sir Michael Latham



◆ How NEC Relationships should work –Managing Reality





◆ Who's Who in the NEC 3

| NEC Title | Crossrail Appointment | |
|----------------------------------|------------------------|--|
| Employer | Programme Director | |
| Project Manager | Area Director | |
| Project Manager's Representative | Project Manager | |
| Supervisor | Head of Quality | |
| Supervisor's Representative | Project Field Engineer | |



◆ The Project Manager or PM's Representative

- The Project Manager carries out the role of contract administrator on behalf of the Employer, acting impartially, including
 - Certifying the amount due for payment (Clause 51)
 - Certifying the amount to be paid for delay damages (Option X7)
 - Deciding if an event is a compensation event (Clause 61)
 - Changing certain completion dates or key dates (Clause 63)
 - Assessing compensation events (Clause 64)
 - Certifying Completion (Clause 30.2)

"The Contractor and the Project Manager are intended to work together to see the contract through to completion. And, for the Employer, the outcome of the contract depends on the competence of the project manager"



Crossrail – Agenda for today

- The Crossrail NEC Contracts
- The Crossrail NEC terms key aspects
- Change
- Key issues
- Systems and solutions



Crossrail

28 existing surface stations upgraded (11 major reconstructions)
90km of existing surface network upgraded



21 km of new sub-surface twin-bore railway through London 8 major sub-surface stations



Crossrail Contracts

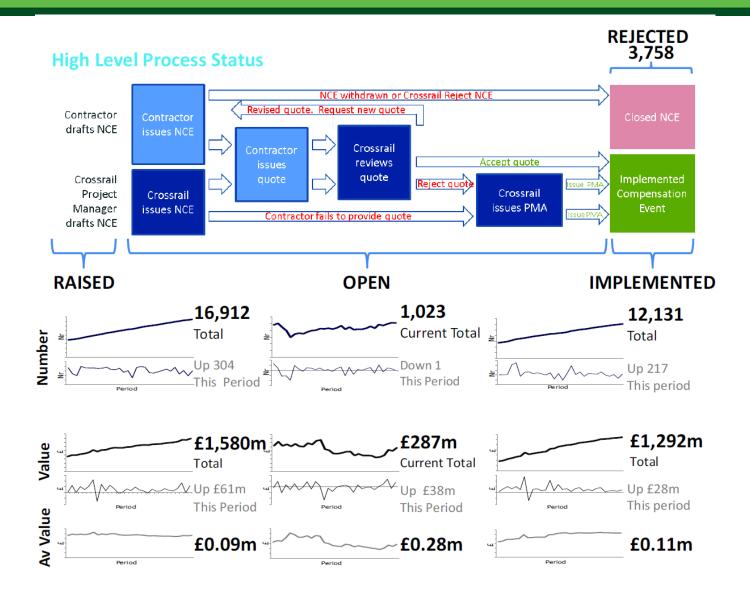
| Contract Type | Value £M | Option | No. of Contracts |
|-----------------------------|----------|--------|------------------|
| Tunnels/Portals/Shafts | 2,500 | С | 11 |
| Advance Civils | 260 | С | 5 |
| Stations | 1,500 | С | 9 |
| Systems | 500 | С | 5 |
| Systems | 30 | Α | 1 |
| Miscellaneous | 150 | A/C/B | 4 |
| Works Contract Total | 4,940 | | 37 |
| | | | |
| Design Services | 500 | C/E | 30 |
| Delivery Partners | 500 | Е | 2 |
| Professional Services Total | 1,000 | | 32 |

The Crossrail NEC terms

- Lessons from other major projects
- 50/50 and no Fee over target
- "Pain share" applied progressively
- Substantial liquidated/unliquidated damages
- Duty to mitigate the effect of CEs
- 30% LoL excludes pain, damages, disallowed
- Geotechnical Baseline Report
- No retention, PCGs and Performance Bonds
- Project Bank Accounts with trust deed



Change





Key Issues

- Time assessment
- No final account provisions
- Early pain/damages forces the commercial pace
- Failure to act PM or Contractor or both
- Volume of change
- Value Engineering
- OCIP and option C
- Disallowed cost not a significant issue

Systems and solutions

- Train all levels of staff especially PMs
- NEC is not an easy option it must be applied
- Contract Administration Manual
- Electronic communication systems are key
- Understand and explain time assessment
- PMs must act regardless of the Contractor
- Proactively manage the commercial risks

Of the 9 major contract complete, 7 are settled