

The logo for ramskill martin is located at the top of the page. It features the company name in a white, lowercase, sans-serif font inside a grey rectangular box. The background of the entire page is a dark purple color with a subtle, wavy, light-colored pattern that resembles a topographical map or a stylized landscape.

ramskill martin

Company Curriculum Vitae for Contracting Organisations

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- **Risk Reviews and Cost Benefit Analysis**
- **Contract Reviews**
- **Contractual Advice**
- **Dispute Avoidance**
- **Dispute Negotiation and Settlement**
- **Commercial Dispute Resolution**
- **Expert Opinion**
- **Adjudication**
- **Delay Analysis**
- **Expert Advisor**
- **Expert Witness**
- **Project Planning and Programming**
- **Mediation**
- **Quantity Surveying**
- **Retention Management**
- **Insolvency Services**
- **Financial Monitoring**
- **Cost to Complete Analysis**
- **Project Completion Monitoring**
- **Cost and Value Reports**

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Appendix 5.2	Gary H Martin – <i>Finance Director</i>
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Appendix 5.4	Nic Kidd – <i>Director of Planning and Engineering</i>

A. INTRODUCTION

1. This document contains an introduction to ramskill martin (RM) and provides examples of some of the previous projects carried out by our organisation. The example projects do not include confidential information.
2. This document also includes brief curricula vitae for a selection of the key employees of RM. Because of the very nature of the business the key employees tend to be the more senior team members.
3. It is designed to show the depth and variety of RM's capabilities and further information can be supplied upon request.
4. **RM's services in the construction and engineering industries include:**

4.1 Risk Reviews

- | | |
|----------------------|-------------------------|
| - Contractual | - Cost and value |
| - Time analysis | - Cost to complete |
| - Variation accounts | - Project profitability |

4.2 Dispute Avoidance

- | | |
|------------------|------------------------------------|
| - Risk reviews | - Avoidance strategies |
| - Negotiations | - Commercial settlement strategies |
| - Expert opinion | - Delay analysis |

4.3 Dispute Resolution

- | | |
|--|----------------------------|
| - Risk reviews | - Expert witness |
| - Pre-adjudication position statements | - Extension of time claims |
| - Adjudication | - Loss and expense claims |
| - Mediation | - Damages claims |
| - Expert advisor | |

4.4 RM Training and Seminars

- Commercial awareness
- Programming and planning
- Contract formation
- NEC forms of contract
- Programming on NEC forms of contract
- Early warning notices and compensation events on NEC forms of contract
- JCT forms of contract
- JCT entitlements and liabilities
- JCT contractual notices

4.5 Project Completion Monitoring

- Preparation of progress reports
- Preparation of as built programmes
- Delay analysis and reporting
- Time slice analysis
- Project monitoring and reporting

4.6 Quantity Surveying

- Financial monitoring
- Financial budgeting
- Valuation of work in progress
- Cost to complete reports
- Cost and value reports (profit and loss)

B. BACKGROUND INFORMATION

5. RM is an independent and well established organisation with its business being founded almost 9 years ago on its core quantity surveying skills and expertise.
6. The key personnel have jointly over 100 years experience in the construction and engineering industries.
7. RM is used to working with large and small organisations and in the last 9 years has provided services to most parties in the supply chain from funder to sub-subcontractor or sub-subsupplier.
8. Although quantity surveying is RM's core skill it also has adapted and enhanced those skills in other areas including programming, delay analysis, insolvency, dispute avoidance, dispute resolution and risk analysis (see Section A for a fuller list of services).
9. RM often carries out risk reviews. In principle, this concept has previously been used by the legal risks insurance market, however, very few practitioners have taken on board the idea of testing a position before proceeding or embarking on expensive processes or expensive formal procedures.
10. RM is passionate about its clients not embarking on a particular form of action or process unless that route makes business sense. Ordinarily business sense is established by completing a risk review together with a cost benefit analysis of the proposed course of action to establish that, commercially, taking the proposed action makes sense and falls in line with or supports our client's business plans.
11. RM has constructed its own databases of main contractors, specialist subcontractors, insolvency practitioners, architects, solicitors, engineers, public bodies, surveyors and some Employer clients such as Corus. The database presently contain approximately 6,500 contact names and details of good up-to-date data.
12. It has been through the development of this broad and invaluable database that RM has been able to develop a broad client base that is summarised in Section D of this document.

C. **HOW RM BELIEVES IT CAN ASSIST CONTRACTING ORGANISATIONS**

13. In the construction industry, RM regularly experience reduced and/or negative margins which very quickly affect the profitability of a contracting organisation.

14. In RM's experience, it makes more business sense to identify the risks, assess them and manage them compared to allowing an issue or issues to develop into a full blown formal process such as adjudication.

Some of the challenges that RM has experienced include:

15. **Spotting problems** on work in progress (live projects) in respect to the accuracy of the progress reporting and the accuracy of the projected final accounts including entitlements and liabilities.

16. **Reviewing the administration of a contract** which includes obligations such as contractual notices. These notices can include:

- Notice to commence.
- Notices of delay and requests for an extension of time.
- Notice of Acts of prevention.
- Notices of loss and/or expense.
- Early warning notices.
- Compensation events.
- Notice of intention to suspend.
- Payment notices.
- Withholding notices.
- Notice of determination.
- Duty to warn notice.
- Notice of practical completion.
- Notice of final account or final statement.
- Notice of adjudication.

17. **Assessing and interpreting financial information** is core to the commercial and contractual advice that RM is able to provide to its clients.

18. **When can RM effectively and efficiently impact on any difficult area or problem** is dependent on when the problem is identified and on RM being provided with the critical core bundle of documentation. Given those two factors **RM can impact at any time.**
19. **What can be done: areas of interaction** can be decided once a risk review has been completed. The review will highlight the commercial, contractual, factual, evidential and potentially occurring issues. The risk review identifies whether or not any problems can be curbed or if the difficulties are likely to worsen.
20. **Determining the likely costs and whether or not it will be worth it** is established by the preparation of a cost benefit analysis.

Risk reviews and cost benefit analysis

21. RM is able to review any contractual, financial, commercial or time related problem and assess the risks associated with it.
22. RM ordinarily provides the client with a written report (detailed or bulleted) but verbal reports are also provided.
23. The risk review will identify the strengths, weaknesses, opportunities and threats facing the particular situation or issues.
24. The reports will provide clarity to or client's management team to enable it to make sound and considered decisions.
25. The report is usually provided with proposals or options which are costed out so as to provide a cost benefit analysis ("*CBA*").
26. The CBA therefore provides our clients with commercial clarity when making its decision on how to proceed.
27. Once the risks are identified and the CBA has been prepared the overall strategy can be developed and, if required, broken down into manageable "*chunks*".
28. By way of adopting manageable "*chunks*" our clients maintain overall control of the process or procedure and, due to the close working relationship between RM and its clients, there are no unwelcome surprises.

Some problems and some available solutions:

Client Problem : Contractual argument or procedural issue.
RM Solution : Contractual letter, expert opinion (formal report), negotiation meeting.
Client Problem : Quantum and valuation arguments.
RM Solution : Contractual letter, expert opinion (formal report), negotiation meeting.
Client Problem : Delays and extension of time issues.
RM Solution : Contractual notices, delay (cause and effect) schedules, programmes and summary delay analysis, preparation of delaying event evidential material.
Client Problem : Loss and expense claims.
RM Solution : Contractual notices, causation : making the causative link between the events and the costs, preparation of evidential material.
Client Problem : Withholding notices.
RM Solution : Establish the degree of contractual entitlement, evaluate the quantum based on entitlement and on evidence presented and/or available, expert opinion (formal report), negotiation meeting.
Client Problem : Issuing or receipt of a notice to refer a dispute to adjudication.
RM Solution : Jurisdictional challenges, contractual issues and arguments, preparation of referral, tactical submissions, preparation of response, preparation of reply to the response, contractual entitlement, quantum entitlement, challenging and establishing the evidential burden, dealing with procedural matters, expert witness services on quantum and time, witness statement collation, attending meetings with the adjudicator.
Client Problem : Design issues and arguments on liability.
RM Solution : Identify contractual obligations, resolve co-ordination issues and liability, establish the base line design and ring fence design development, advice on obligations in respect of duty to warn.

D. RM'S KEY CLIENT LIST

29. RM's key client list includes but is not limited to the following:

Atlas Refurbishments (Northern) Ltd.	HCC International Insurance plc
Balfour Beatty plc	High Peak Borough Council
Balfour Beatty Engineering Services Ltd.	Hilton Building Services Ltd.
Bell & Webster Concrete Ltd.	K Rouse Civil Engineering Ltd.
Bovis Group	Leicester College
Briggs & Forrester Group Ltd.	Mansell Construction Services Ltd.
Caledonia Contracts Ltd.	Mitie Group plc
Cordell Group Ltd.	North Midland Construction plc
Corus Construction Solutions	The P&A Group
CR Gibbs & Sons (Sheffield) Ltd.	Pinsent Masons LLP
Derby City Council	Rok Group
Dustacco Engineering Ltd.	Severfield Rowen Group plc
EIC Ltd.	Simpson (York) Ltd.
Freeth Cartwright LLP	Sol Construction Ltd.
Galliford Try plc	Tarmac Precast Services
Hanson Building Products	Terrapin Ltd.
Hanson Concrete Products	Wildgoose Construction

Appendix 1.0

Example Project Case Studies

Example 1

RM : RISK REVIEW PREPARED FOR A MECHANICAL AND ELECTRICAL SPECIALIST SUBCONTRACTOR

a. **Project - Dudley Hospital**

RM's client was a specialist subcontractor with a subcontract sum of £4.6m. The subcontract was a standard form of DOM/1, 1980 Edition including Amendments 1 to 10 and additional clauses as set out in numbered document 37.

b. **Description of Issues**

RM prepared a Risk Review for a mechanical and electrical specialist subcontractor on its final account valuation and a loss and/or expense (damages claim). RM reviewed 63 lever arch files in preparing the Risk Review.

c. **Entitlements or Liabilities**

The specialist subcontractor was claiming £1.1m. RM's valuation, based on the information produced by the subcontractor, amounted to £200k - £300k only. The specialist had failed to demonstrate entitlement to additional money and time.

d. **Assistance to the Specialist Subcontractor**

RM's Risk Review assisted the specialist subcontractor in making sound commercial and contractual decisions. The result of the Risk Review was a prerequisite to the specialist subcontractor pursuing its claims in adjudication. The specialist subcontractor returned to the negotiating table and settled the account at circa £250k and avoided an expensive and disruptive adjudication process.

e. **Monies Involved**

Specialist subcontractor's valuation £5.7m, RM's valuation £4.85m.

Example 2

RM : NEC PROJECT MANAGEMENT CONSULTANCY

a. **Type of Project – Utilities Services**

The project consisted of the renewal of water distribution mains pipework under NEC Option A contracts. Contract values totalling £7m per annum.

b. **Description of Issues**

The contractor was executing the mains renewals under an ICE form of contract but the client wanted to change to fixed price contracts. The contractor was unfamiliar with NEC and experienced problems understanding the contract, with setting up his project team to suit the new fixed price contract and in providing acceptable programmes.

c. **Entitlements or Liabilities**

The utilities contractor was at risk in respect to the understanding and application of the NEC form of contract and in the preparation of the requisite programmes.

d. **Assistance to the Utilities Contractor**

RM were employed by the contractor in a role to understand the contractor's current team, protocols and procedures and advise on the necessary project team for the new NEC contracts. RM provided new procedures for the contractor's team and training on how these should be implemented.

RM prepared the initial programmes, having received timescales and periods from the contractor. RM provided monthly updated programmes against progress which was provided by the contractor. RM then provided training so that the contractor could gradually take over the programme updates itself.

Much of the role was hands on and RM created procedures after the practical understanding and implication was achieved.

RM is currently (September 2010) performing a similar role for a different region of this international contractor.

Example 3

RM : COMMERCIAL, CONTRACTUAL AND ADJUDICATION SERVICES PROVIDED TO THE MAIN CONTRACTOR

a. **Type of Project - Mixed Use Development**

The project consisted of the refurbishment and extension of existing office premises in city centre. Contract sum £4.5m. The contract was a traditional JCT form of contract with the Employer's (a developer) own team carrying out design.

b. **Description of Issues**

The main contractor had experienced substantial delays of approximately a year overall. Disputes arose about time and the application of liquidated damages. Disputes with several subcontractors arose over delays and the alleged lack of design information. RM represented the main contractor in 6 separate adjudications covering time and money.

c. **Entitlements or Liabilities**

An extension of time for the main contractor was established and claims were made. Liability for defective work became an issue and claims for approximately £1m. The developer could not ultimately meet his liabilities and Receivers were appointed.

d. **Assistance to the Main Contractor**

RM provided the main contractor with commercial, contractual and adjudication services. RM was able to successfully defend adjudications commenced by subcontractors and secured a favourable decision from the Adjudicator of an extension of time for part of the works of 21 out of the 25 weeks claimed.

Example 4

RM : COMMERCIAL, CONTRACTUAL AND RISK REVIEW SERVICES PROVIDED TO A SPECIALIST SUBCONTRACTOR

a. **Project - HMP Swaleside, Isle of Sheppey, Kent**

The project consisted of a new build and some refurbishment. The subcontract was a standard form of building contract SPC 2000 (partnering) and amendments, and the subcontract sum was £7.3m.

b. **Description of Issues**

RM were appointed to resolve a multitude of commercial and contractual matters.

c. **Entitlements or Liabilities**

The entitlements and liabilities considered were the valuation of withholding by the main contractor, liability for a 35 week delay to the subcontract works and valuation of costs associated with the delays.

d. **Assistance to the Specialist Subcontractor**

RM established the whole of the subcontract agreement which ultimately amounted to 22 lever arch files, giving rise to RM being able to establish the specialist subcontractor's entitlement.

RM established that the £750k set-off claim (withholding) was valued at circa £60k subject to further evidential material.

RM assisted in the preparation of a variation account worth in the region of £500k.

RM prepared a delay analysis supporting a claim for 35 weeks and defending additional preliminaries claimed by the main contractor valued at circa £875k.

RM assisted the specialist subcontractor in the preparation of a loss and expense claim of circa £400k.

e. **Monies Involved**

The sum involved was £8m.

The dispute involved was £2.5m.

The risk to the specialist subcontractor was £1.5m.

f. **Financial Settlement**

For financial reasons during the recession, the specialist subcontractor settled the account with an additional global payment of £600k for a walk away deal.

Example 5

RM : RETROSPECTIVE CRITICAL PATH DELAY ANALYSIS

a. **Type of Project - New Build and Refurbishment**

The project consisted of the construction of new Council chambers and refurbishment of existing buildings. The contract value was £3.1m and the finally certified value was £6.25m. The contract duration of 56 weeks was prolonged to a duration of 108 weeks.

b. **Description of Issues**

The project was considerably delayed due to a number of issues including lack of completed design, incorrect groundworks reports, subsequent considerable additional groundworks and late design information.

c. **Entitlements or Liabilities**

The architect awarded an 8 weeks extension of time out of a claimed 52 weeks of delay. The contractor accepted its own culpability for 16 weeks of delay due to a leaking roof, leaving 36 weeks unexplained delay.

d. **Assistance to the Main Contractor**

RM were appointed by the contractor to perform a retrospective delay analysis in order to establish the true entitlement to time. RM reviewed the project records, including 12,000 emails. The contractor's as planned programme was amended to make it suitable for analysis but with great care so as to avoid criticism by other parties in the method employed.

RM demonstrated an entitlement to 25 weeks of delay out of the 36 weeks.

The final account negotiated settlement is proceeding (September 2010) on the basis of the RM delay analysis.

Example 6

RM : PREPARATION OF AN EXTENSION OF TIME CLAIM AND ITS REFERRAL TO ADJUDICATION

a. **Type of Project – Refurbishment and Extension**

The project consisted of the refurbishment and extension of existing office premises in a major city centre. The contract sum was £4.5m and the contract terms and conditions was a standard JCT form of contract with the design liability of the employer.

b. **Description of Issues**

The main contractor (RM's client) was experiencing substantial delays and the employer (a developer) was levying liquidated and ascertained damages.

c. **Entitlements or Liabilities**

RM's delay analysis supported an extension of time claim for a period of 32 weeks, but the employer remained firm with its deduction of liquidated and ascertained damages.

d. **Assistance to the Main Contractor**

RM provided the main contractor with commercial, contractual and delay analysis services throughout the adjudication process. The adjudicator's decision provided for an extension of time of 27.4 weeks out of the claimed 32 weeks.

Example 7

RM : ADJUDICATION SERVICES ON BEHALF OF A SPECIALIST SUBCONTRACTOR

a. **Type of Project – New Hotel Building**

The project consisted of a newly built hotel in Derby. The subcontract sum was £2.5 m and the terms and conditions were the main contractor's amended form of Dom/2.

b. **Description of Issues**

The specialist subcontractor (a steel worker) was on the receiving end of a withholding of £500k in respect of alleged design defects in the steel frame which were apparently impacting upon the floor levels.

c. **Entitlements or Liabilities**

RM referred the dispute to adjudication on behalf of the steel worker to recover the £500k withholding and other outstanding sums.

d. **Assistance to the Specialist Subcontractor**

RM provided the specialist subcontractor with commercial, contractual and adjudication services including the employment of an expert structural engineer. The adjudicator's decision gave rise to the steel worker defeating the withholding of monies together with an additional payment of £200k. The specialist subcontractor had therefore improved his financial position by £700k.

Example 8

RM : RISK REVIEW PREPARED FOR A GROUND WORKER SPECIALIST SUBCONTRACTOR

a. **Type of Project – University Student Accommodation**

RM's client was a ground worker with an initial subcontract sum of £94k with terms and conditions that were bespoke to the main contractor and riddled with onerous terms and condition precedents. The subcontract was complex and incorporated several sums in the serial based subcontract.

b. **Description of Issues**

RM was required to prepare a risk review in respect of valuation matters, withholding items and delays.

c. **Entitlements or Liabilities**

The main contractor had made an informal offer to settle the account with a further payment to cover all outstanding matters in the sum of £90k. The subcontractor's quantity surveyor was seeking to recover an additional sum of £160k.

d. **Assistance to the Specialist Subcontractor**

RM's risk review identified that the claim made by the ground worker was unrealistic and the valuation of any further payment was likely to be £70k.

RM advised the ground worker to return to the negotiation table and accept the £90k previously offered by the main contractor.

The specialist subcontractor was also advised that the (CBA) would indicate that no benefit would be achieved by pursuing sums via the adjudication process.

e. **Monies Involved**

RM's client returned to the negotiation table and received a further payment of £90k.

Example 9

RM : PROGRAMMING TRAINING FOR MECHANICAL AND ELECTRICAL SPECIALIST SUBCONTRACTOR

a. **Type of Project – Programming Training**

The project consisted of programming training for a national mechanical and electrical specialist subcontractor.

b. **Description of Issues**

Having assisted with various cost and time based subcontractor claims in previous years, RM identified inconsistencies within the subcontractor's regional offices with regard to the quality and methods adopted for project programming.

c. **Entitlements or Liabilities**

The specialist subcontract was not maximising its entitlement to time and prolongation costs across its business due to inconsistencies and its inability to maximise its opportunities.

d. **Assistance to the Specialist Subcontractor**

RM prepared and presented a series of 8 one-day training seminars for the regional offices to raise awareness and understanding of the necessity for quality project programmes.

RM prepared a programme template, manual and procedure to assist the specialist subcontractor to produce consistent programmes at the requisite standard throughout the organisation.

Example 10

RM : DEFENDING AN ADJUDICATION REFERRAL ON BEHALF OF A MAIN CONTRACTOR

a. **Type of Project – Refurbishment and Extension**

The project consisted of the refurbishment and extension of existing office premises in a city centre. The contract sum was £4.5m and the contract terms and conditions was a standard JCT form of contract.

b. **Description of Issues**

The main contractor (RM's client) received a notice of adjudication and referral from its suspended ceiling specialist subcontractor in respect of delays and variations in the sum of £160k.

c. **Entitlements or Liabilities**

RM defended its client's position in respect of time and money, both of which were argued to be nil.

d. **Assistance to the Main Contractor**

RM provided the main contractor with commercial, contractual and delay analysis services throughout the adjudication process. The adjudicator's decision provided that the Referring Party's claim for an extension of time was nil and its claim for additional sums was valued at nil.

Appendix 2.0

RM NEC Briefing Document and Training Modules

NEC CONTRACTS

PRICING - MANAGING - RECOVERING THE COST OF CHANGE

USE OF NEC CONTRACTS

NEC contracts are being used more and more particularly with public Works. In the current climate it is important to be able to effectively tender and then manage these contracts. The use of this family of contracts will increase over the coming years as it is the preferred option of most public bodies. With 25 years combined experience of managing and dealing with problems in NEC contracts and subcontracts ramskill martin is well placed to help with some of the common problems, issues and pitfalls of these contracts. Some of the most frequently asked questions that we deal with are summarised below.

HOW DO I PRICE AN NEC CONTRACT?

In NEC contracts there are several phrases and terms such as direct fee, subcontract fee, defined cost, people overheads, working area overheads and various other similar terms. Some of these terms have similarities with such phrases in JCT contracts but others have no direct comparison whatsoever. However, they all have a major bearing on a tender and the amount that will ultimately be recovered. Some of these terms also operate differently depending upon which NEC contract option is used. A practical understanding of these terms is essential for the successful tendering and managing of NEC contracts.

WHAT FORMS AN NEC CONTRACT?

While the constituent parts of the contract are in some respects similar to JCT contracts there are also major differences. One of the most important parts of the contract is the Contract Data. This part of the contract must be completed by the contractor or subcontractor and it is essential that there is a proper understanding of what the various components of the Contract Data mean. You also need to have a good understanding of what works information and site information are and the difference between the various pricing options.

HOW DO I GET TO GRIPS WITH THE TERMINOLOGY USED IN NEC CONTRACTS?

It is true that the NEC uses very different terminology to JCT contracts. This causes confusion. Many of the courses around do not offer a translation or nuts and bolts practical advice on how to easily understand and manage NEC contracts. A starter training course with a bottom-up approach will help with understanding NEC speak.

I HAVE HEARD THAT PROGRAMMING IS OF GREAT IMPORTANCE IN NEC CONTRACTS - IS THIS SO?

Many will say that the programme is the most important document in an NEC contract. 25% of all payments due can be retained until such times as an NEC compliant programme is submitted. To be compliant the programme must in accordance with the NEC contract clause 31.2. If you compare these requirements with those of a JCT contract you might consider them to be onerous or at least very demanding. The fact is that if a detailed NEC programme is prepared it will be invaluable in ensuring that you obtain your entitlement under the contract and can also be used for properly managing the Works on site. We find that the majority of contractors and subcontractors do not properly follow the requirements and this can soon result in a loss of entitlement. If you do not have the resources to carry out programming as required by NEC contracts, it is important that your staff are properly trained or alternatively you employ the services of someone who fully understands NEC requirements and processes.

NEC CONTRACTS

PRICING - MANAGING - RECOVERING THE COST OF CHANGE

HOW DOES THE PAYMENT PROCESS WORK IN NEC CONTRACTS?

This depends on which main option you are working under.

Option A is a fixed price lump sum contract and interim payments are based upon the completion of activities which are included in an Activity Schedule. It is important that you understand how to produce an Activity Schedule and manage change to it as the work proceeds.

Another example of an NEC option is Option C which is a target price contract where you will be paid defined cost assessed against the Schedule of Cost Components.

Whichever option is used it is important to know that the payment process and programming cannot be divorced from each other and time and money must be assessed as the work progresses. There is no final account process under NEC contracts.

WHAT IS THE SCHEDULE OF COST COMPONENTS?

There are two forms of the Schedule of Cost Components:

- the Schedule of Cost Components; and*
- the Shorter Schedule of Cost Components.*

There is no directly similar document in a JCT contract. Whether the SCC or SSCC is used is dependent upon which contract option in the NEC suite is used. Again, it is essential that this is understood when assessing risk at the tender stage and also in evaluating compensation events.

WHAT ARE COMPENSATION EVENTS AND HOW DOES THIS PROCESS WORK?

In simple terms, Compensation Events are the equivalent to variations under JCT contracts. However, the process is fundamentally different. If you do not understand and follow the procedures and timescales set out in this process you run a high risk that you will lose your rights to recover the cost and time for additional work even if that work has been undertaken.

*Sometimes project managers and contractors ignore this process and get on with the job until there is an overspend when each side reverts to the contract to try and avoid liability. **You should avoid this problem by following the NEC procedures.***

It is true that one of the NEC's core principles is to act in 'a spirit of mutual trust and co-operation'. However, although this sounds fine in practice we find that the parties to the contract often enforce the contract terms rigorously and you should not think that the mutual trust and co-operation will be a get out if you do not follow the procedures. Indeed, NEC is clear in that it says you should rigorously follow the procedures to avoid long winded disputes about Compensation Events (variations) long after work on site is complete.

You should also be aware that often NEC contracts are subject to audit procedures. This emphasizes the need to be rigorous in your approach.

NEC CONTRACTS

PRICING - MANAGING - RECOVERING THE COST OF CHANGE

HOW ARE THE VARIOUS PERCENTAGE ADDITIONS APPLIED TO COMPENSATION EVENTS?

The application of the various percentage additions which are derived from the Contract Data varies depending upon which contract option is used. Some of the percentage additions for such things as people overheads and direct fee are cumulative but others are not. Understanding how these mechanisms work is essential in assessing tenders and likely recovery from compensation events.

HOW IS IT THAT I CAN LOSE MY RIGHTS UNDER NEC CONTRACTS?

Under the NEC 3 contracts there are conditions precedent which in effect say that if you do not follow the procedures within the NEC contracts rigorously then you will lose your rights.

HOW DO I LEARN ABOUT NEC CONTRACTS?

There are various training providers dealing with NEC contracts. Ensure that:

- your provider understands the nuts and bolts of NEC contracts;*
- that they can offer bottom-up training at a practical hands on level; and*
- you procure training that is prepared with your own company in mind rather than an off the shelf package that you might find will not meet your requirements.*

It is likely that the biggest cost involved in the training will be your own employees' time and the impact that will have on your business, rather than the base cost of the training itself. Yes, of course, the cost of the training does need to be competitive and it will be a little more expensive if it is prepared specifically for your business, but it will be more effective and it is likely that the cost of such training will be recovered many times over if you properly understand how to price NEC contracts, how to manager them properly on site and how to recover the cost of change.

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ramskill martin NEC TRAINING

<u>Training</u>	<u>Guide Cost</u>
Module A	TAILORED TO YOUR REQUIREMENTS
<p><i>Introductory training</i></p> <p>Introduction to the NEC suite of contracts. Understanding the various options and the various components of an NEC contract. NEC terminology, payment mechanisms, compensation events and time. Understand lump sum and cost based options.</p> <p>Tailored workshop based training with two presenters, a Quantity Surveyor and a Project Manager to maximise the effectiveness of the day. Training Manual.</p>	<p>Can be based on cost per delegate or lump sum</p>
Module B	TAILORED TO YOUR REQUIREMENTS
<p><i>'Bottom up' training</i></p> <p>Prepared to suit specific needs and based on a specific contract or contracts on which you are presently tendering or on site. A 'nuts and bolts' approach concentrating on pricing, managing the project and recovering the cost of change. Up to 24 delegates, two presenters, a Quantity Surveyor, and a Project Manager. Individual workbooks.</p>	<p>Can be based on cost per delegate or lump sum</p>
Module C	TAILORED TO YOUR REQUIREMENTS
<p><i>Specific training</i></p> <p>Training geared to dealing with a specific topic, the most common example being programming. Tailored to meet the requirements of a specific project. One presenter, eight delegates, training manual.</p>	<p>Can be based on cost per delegate or lump sum</p>

There are other options which can be prepared on a bespoke basis to meet your goals and requirements. The above guide costs are subject to your specific requirements and are excluding VAT.

The above guide costs are on the basis that the training will be carried out at your premises or perhaps on site and that you will provide refreshments etc for the day.

Appendix 3.0

RM Options for Training

OPTIONS 4 TRAINING

The construction industry continues to provide us all with a challenging and changing working environment. We also face the real life issues arising out of the scarcity of technical and professional resources. **Options 4 Training** provides solutions for developing personnel and project teams.

<p><u>Option 1 - Structured Modular Training</u></p> <p>This type of training is often formalised by way of training seminars/lectures, assessment days, written assignments and an exam. This is often integrated into a client's overall training and development programme. Certificates are presented at the end of the course. The subject matter included in this type of training scheme can include subjects from basic Construction Technology, through to Contract Formation and Adjudication Law, but it can be tailored to suit your company's requirements.</p>	<p><u>Option 2 - Targeting Technical Training</u></p> <p>Many of our Clients identify a need for training for their teams in a particular area. It may be the New JCT Forms of Contract, the latest NEC form or it may be an update of Adjudication Law and Procedures.</p> <p>Whatever the subject matter(s), a bespoke Seminar is prepared to suit and meet our Client's requirements.</p>
<p><u>Option 3 - Personalised Focused Training</u></p> <p>This type of training is sometimes referred to by Clients as surgeries or clinics. The training normally takes place during one day and Clients ordinarily have a selection of technical and/or contractual matters to be resolved and debated with a ramskill martin Consultant. This type of training is very personal with no formalities. It would usually be carried out with one or two of our Client's representatives.</p>	<p><u>Option 4 - Specifically Tailored (case study based) Workshop Training</u></p> <p>A focused format for training aimed at specific areas, which are normally contractual/procedural but can also cover many other areas of importance in the construction industry. The training is often based on our client's own experiences and problems. Alternatively, a case study is prepared which covers real life situations.</p>

For more information please contact Clive Ramskill at either of the following offices or alternatively please email clive.ramskill@ramskillmartin.co.uk or visit our website at www.ramskillmartin.co.uk.

Belper Office:

Suite 3C
East Mill
Bridgefoot
Belper
Derbyshire
DE56 2UA

Tel No: 01773 599 299
Fax No: 01773 880 089

Sheffield Office:

Unit 1
The Old Stables
Westbrook Court
Sharrowvale Road
Sheffield
S11 8YZ

Tel No: 0114 268 4422
Fax No: 0114 268 4449

Appendix 4.0

RM Recent Newsletters – Focus on NEC and Withholding Payment under JCT and NEC Contracts

FOCUS ON THE NEC

The NEC3 Engineering and Construction Contract has recently been recognised as 'setting the benchmark' for construction contracts by a UK government select committee and is increasingly being used as the contract of choice in the industry. First published in 1993, the 3rd, and current, edition was published in 2005. It is a "different" type of contract that shows marked differences in its procedures and mechanisms to the more recognisable forms such as the JCT. Too often we see that its procedures are NOT followed which leads to confusion, uncertainty and complex disputes.

One of the most critical procedures to be aware of is the **Compensation Event Mechanism** - The NEC3 contains a comprehensive set of provisions for dealing with "compensation events". An important aspect of these provisions is they deal with both time and money, unlike the JCT forms which separate the issues.

Amongst the actions required by the project manager and contractor for dealing with a compensation event are:

- ◇ the project manager notifies the contractor of a compensation event and instructs it to submit quotations (clause 61.1);
- ◇ the contractor notifies the project manager of a compensation event (clause 61.3) and the project manager instructs the submission of quotations (clause 61.4);
- ◇ the contractor submits quotations for compensation events and the project manager accepts the quotation or gives notice that he will be making his own assessment (clause 62.3);
- ◇ the project manager makes his own assessment of compensation events in certain specified circumstances (clause 64) and notifies the contractor of his assessment (clause 64.3).

The procedures are designed to avoid the problem of unresolved compensation events and introduce measures which are clearly intended to encourage the parties to operate the contractual provisions. They do this by imposing a sanction for non-compliance i.e. to discourage the practice of late notification of compensation events by the contractor (clause 61.3). Clause 61.3 has given rise to a great deal of legal debate as to whether or not it constitutes a condition precedent to the contractor's entitlement. It seems however, that the intention of the clause is clear and a contractor that chooses to disregard the time limit for notification will, at best, create hurdles that will have to be overcome and will, at worst, lose its entitlement to time and money. This can be avoided if the parties are fully aware of the procedures within the contract.

The new JCT Pre-Construction Services Agreements

In Nov 08, the JCT launched the standard-form for pre-construction services agreements which allows clients to employ contractors and specialists in a consultancy role **before** the final contract is awarded. The forms can be used whether or not the contractor or specialist is to be responsible for any design, where there is to be novation to the contractor of any specialist, supply, or consultancy agreement and by both private and local authority employers.

The agreements set out the contractor's role as an adviser during pre-construction, so have similar provisions to construction consultancy agreements and contain the design provisions usually found in such agreements. Unless otherwise provided, the contractor or specialist will have no design liability under the agreement unless and until the main contract or subcontract is entered into. If and when that happens, the contractor or specialist's design obligations and liability will be the same as if it had been undertaken under the main contract or subcontract.

Training for the future

Training – 2008 saw the launch of ramskill martin's "**Options 4 Training**" – Option 1 – Structured Modular Training, Option 2 – Targeted Technical Training, Option 3 – Individual Focused Training and Option 4 – Group Interactive Workshop Training. By providing a range of alternatives, we are dedicated to assisting our clients to avoid disputes by improving their contractual awareness and understanding various commercial strategies that can be adopted to minimise the impact of disputes. For information on how training could improve your commercial edge contact Clive Ramskill on 0114 268 4422.

We have moved!

We are celebrating our first year in the new Sheffield Office based at Westbrook Court. The additional space has come in handy as the team has grown to include Nic Kidd (Senior Consultant) and David Tatham (Consultant) who provide Expert Planning, Delay Analysis, Programming and Project Management Services.

NEC : THE CONTRACT OPTIONS

NEC3 Option A

- ◇ **Activity schedule**
 - ◇ Lump sum contract
 - ◇ Project well defined at tender
 - ◇ Activities defined and priced by Contractor
 - ◇ Payments on completion of defined activities
 - ◇ Milestone payments by grouping activities
 - ◇ Suitable for design and build

NEC3 Option B

- ◇ **Bill of quantities**
 - ◇ Measure and value contract
 - ◇ Project well defined at tender but change likely
 - ◇ Standard method of measurement used
 - ◇ Contractor prices items at tender stage
 - ◇ Contractor paid for quantity of work completed

NEC3 Option C

- ◇ **Target cost**
 - ◇ Target cost set by activity schedule
 - ◇ Contractor may recover defined cost and fee
 - ◇ Project adequately defined to establish target
 - ◇ Target moves with changes
 - ◇ Contractor is paid or pays a share of difference between costs and final target

NEC3 Option D

- ◇ **Target cost**
 - ◇ Target cost set by bill of quantities
 - ◇ Contractor may recover defined cost and fee
 - ◇ Project adequately defined to establish target
 - ◇ Target moves with changes
 - ◇ Contractor is paid or pays a share of difference between costs and final target

NEC3 Option E

- ◇ **Cost reimbursable contract**
 - ◇ Contractor reimbursed the cost he incurs
 - ◇ Contractor tenders on fee percentage
 - ◇ Contractor has no financial risk (except fee percentage)
 - ◇ Used on emergency works or where scope undefined

NEC3 Option F

- ◇ **Management Contract**
 - ◇ Contractor generally organises work only
 - ◇ Works (or package) subcontractors
 - ◇ Contractor tenders fee percentage
 - ◇ Works subcontractors paid on prime cost
 - ◇ Complex projects with many works subcontractors
 - ◇ Contractor has no financial risk (except fee percentage)
 - ◇ Management of interfaces crucial

WITHHOLDING PAYMENT UNDER JCT AND NEC CONTRACTS

Withholding Notices - what level of information is required?

Withholding Notices are the HOT TOPIC as their use becomes increasingly common and their effect increasingly marked. Two recent decisions, *Melville Dundas* decided by the House of Lords and *Aedas Architects Ltd v Skanska Construction UK Ltd*, a Scottish case, focus on the issues of withholding.

The law is clear in that a party cannot withhold a payment of a sum due after the final date for payment, unless it has issued an effective notice of intention to withhold, as provided by s111 of the HGCR Act 1996. The extent of the guidance provided by the Act as to the level of detail required in an effective withholding notice is provided at s111 (2). This simply states that the notice must specify— (a) the amount proposed to be withheld and the ground for withholding payment; or (b) if there is more than one ground, each ground and the amount attributable to it. Neither the Act, nor any decisions in the courts provide specific guidance or clarity as to what will constitute an effective withholding notice and how it should be drafted. The Judge in the *Melville Dundas* case “*stressed the need for clarity*” when withholding money against interim payments, in order to promote confidence in cash flow, as intended by s111 of the Act. In the case of *Aedas Architects Ltd v Skanska Construction UK Ltd*, the Judge stated that “*The contract demands attribution to each ground. It does not ask for any apportionments and in my view it is a competent way to proceed by debiting all sums. The Statute speaking of “each ground” says attribution “to it” must take place. In my view that also is what the counter notice has done. All the grounds which can be calculated have so been and a global figure debited. In my view that is compliance.*” Here the Judge distinguishes between *attribution* and *apportionment*. So..... the Act requires attribution to each ground but does not require apportionment. It follows on this view that a “global” sum could be attributed to all grounds in the withholding notice without being apportioned.

In conclusion, when drafting a withholding notice, as a safeguard it **is** important to set out the grounds and the amount attributable to each ground. Although the distinction between apportionment and attribution is not one which has been decided on by the English courts, to avoid the possibility of a withholding notice being challenged on this basis, it would be prudent to apportion and attribute where necessary.

A practical guide to defending withholding notices:

Provided that a party to a contract issues a compliant withholding notice setting out the ground or grounds and the sums attributable to each ground then the party may legitimately withhold.

So what can you do to defend that position?

Technical Challenge:

- Are the provisions of the contract compliant with the HGCR Act?
- Is the notice to withhold compliant with the contractual requirements?
- Is the notice to withhold compliant with the timing requirements?
- Is the notice to withhold compliant with the means of issue? (e.g. registered post?)

Contractual Entitlement Challenge:

- What is the cause (breach) of the contract giving entitlement to withhold?
- Is there a loss naturally flowing from that breach?

Quantum Challenge:

- Is the valuation of the withholding prepared correctly and/or in accordance with the contract?
- Is the evidential material fully auditable and relevant?
- Do the costs claimed/presented naturally relate and flow from the alleged breach?
- Have the quantities been properly calculated?
- Are the rates and prices fair and reasonable?
- Are the reference points correct?

Watch out for the new **Construction Contracts Bill** or to give it its full name “The Local Democracy, Economic Development and Construction Bill”, the new and improved version of the HGCR Act (1996) predicted to come into force late 2009/early 2010.

What’s new in the new Bill? – amongst other things

- The Act will now apply to contracts agreed in writing or orally
- Adjudication Costs—any attempt to allocate the costs of Adjudication between the parties will be invalid
- Conditional payment—ban “pay when certified” clauses
- Right to suspend – widen the right to suspend to

“.....suspend performance of any or all of his obligations.....”

Seminars 2009:

Our bi-annual seminar in Wakefield May 2009 entitled “Construction Contract Know-How – focus on Cash-Flow” was attended by over 60 delegates.

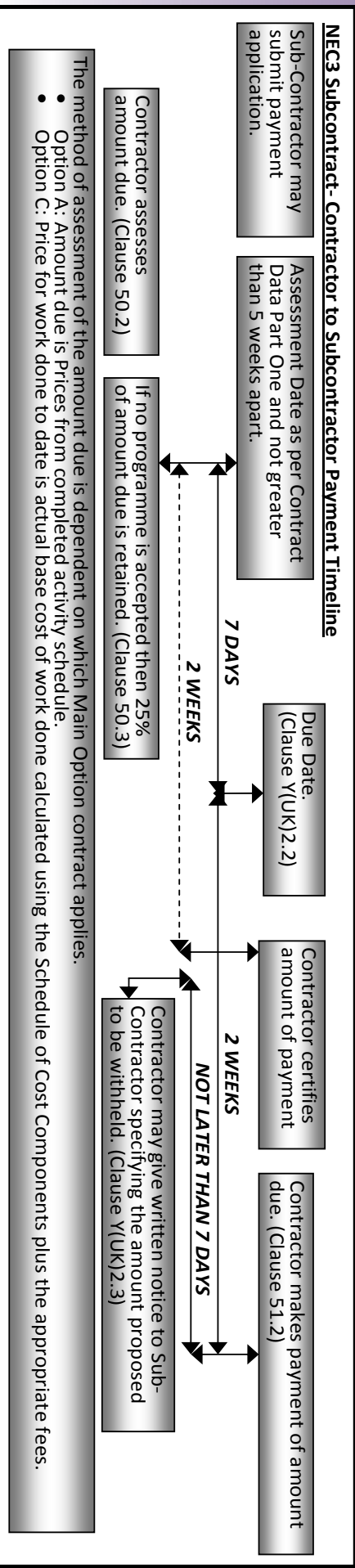
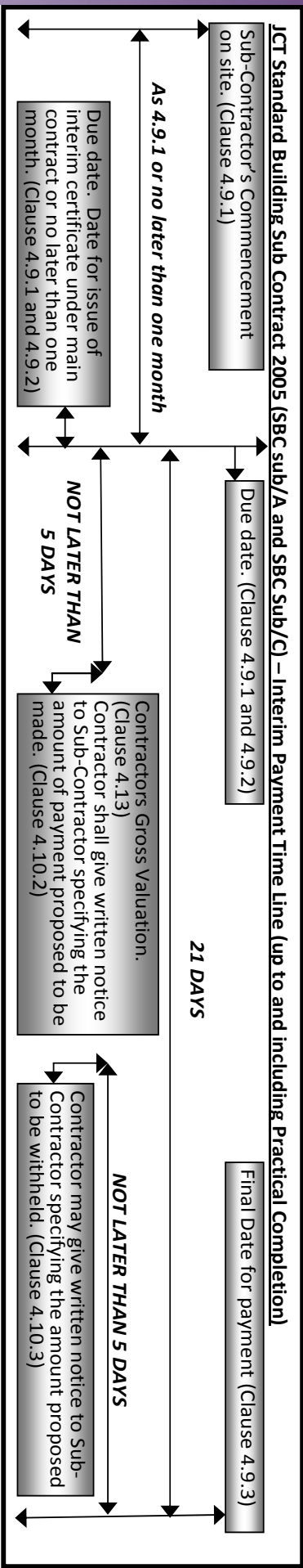
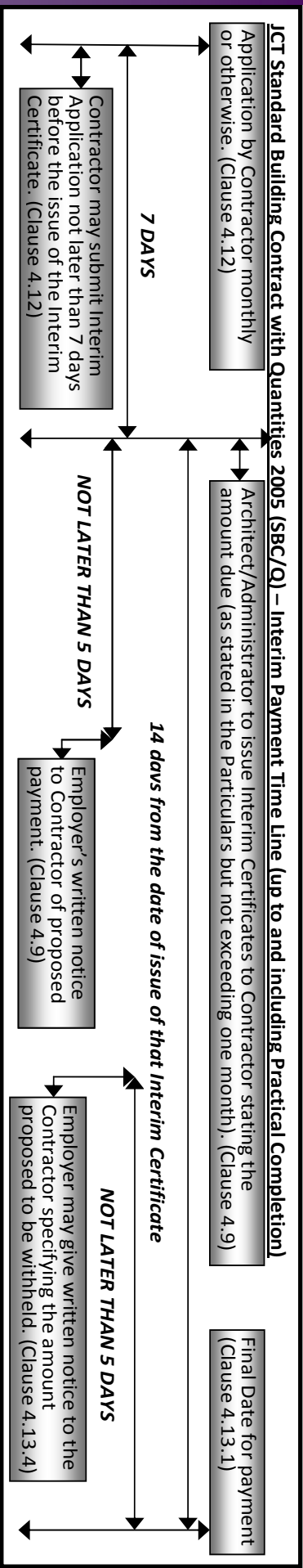
Some feedback comments were

“this was the most informative seminar I have ever attended” (Yorkshire/Midlands Main Contractor) and;

“good presentation – very relevant to the current market situation” (National Sub-Contractor).

Our next free seminar will be held at Pride Park in Derby on 11 November 2009 – look out for your invitation in October or check our website @ www.ramskillmartin.co.uk for further details.

WITHHOLDING PAYMENT UNDER JCT AND NEC CONTRACTS



Appendix 5.0

Key Employee Experience

CLIVE RAMSKILL

CLIVE RAMSKILL – RAMSKILL MARTIN LIMITED

PERSONAL DETAILS

NAME: Clive Ramskill BSc BA (Hons) MSc MRICS
CURRENT POSITION: Director, ramskill martin
DATE OF BIRTH: 10 September 1962
SPECIALIST FIELD: Chartered Quantity Surveyor

SUMMARY

30 years experience in the construction industry with 22 years experience in quantity surveying which has included, professional practice, contracting, estimating, subcontracting and dispute avoidance and resolution. Acting as expert witness on valuation and quantum issues on a wide range of contracts including mechanical and electrical installations, pre-cast concrete, steel work, refurbishment work and residential properties.

General experience has included new build and extension works, leisure centres, art galleries, motor car plants, crown courts, hospitals, hotels, food processing plants, cinemas, petrol stations, football stadiums, housing including flats and apartments, retail refurbishments and alterations, commercial properties, utilities, works related to railways and water treatment work.

EDUCATION AND QUALIFICATIONS

1995-1997 (Graduation)	Leeds Metropolitan University MSc in Construction Law and Arbitration
1997 (February)	Academy of Construction Adjudicators Registered Adjudicator
1991-1994 (Graduation)	Sheffield Hallam University BA (Hons) Business Studies
1990	Royal Institution of Chartered Surveyors ARICS
1984-1987 (Graduation)	Thames Polytechnic BSc Quantity Surveying
1982-1984	North Lindsey College of Technology Diploma in Building and Civil Engineering
1979-1982	Grimsby College of Technology Advanced Craft in Carpentry and Joinery and Craft Certificate in Machine Woodworking

SPECIFIC EXPERIENCE

Project

Multimillion pound new build - Hilton Hotel Luton (£1.1million dispute)

Multimillion pound new build for Sheffield University (£170,000.00 dispute)

New build Care Centre - Contract sum £5million, disputed £250,000.00

Three school projects in Birmingham - £4m

New Build Nightclub in York - £3.5m

Cable pulling subcontract in respect to a building at Canary Wharf in London – Dispute

Representing a specialist mechanical and electrical subcontractor on Derby Hospital

Cladding and curtain walling dispute of £650,000

Estimating and quantity surveying training for a pre-fabrication, modular building manufacturer

Involvement

Preparation of a Risk Review on behalf of a specialist mechanical and electrical subcontractor in respect to financial contractual and completion (programming) matters.

As a result of the Risk Review the specialist subcontractor entered into a negotiated settlement process.

Preparation of a Risk Review on behalf of a specialist ground working subcontractor in respect to financial, contractual and completion (programming) matters.

As a result of the Risk Review the specialist subcontractor entered into a successful negotiated settlement.

Preparation of a Risk Review on behalf of the main contractor in respect to financial, contractual and completion (programming) matters.

As a result of the Risk Review the main contractor and the Employer have commenced negotiations.

Preparation of contract review and assistance with final account.

Acting as expert advisor in respect to quantity surveying and valuation matters associated with a Professional Indemnity Insurance claim against the architect.

Acting as single expert witness as appointed by the Court.

Preparation of the valuation of the final account including loss and/or expense and the final negotiations, assisting the client to avoid a dispute.

Acting as expert advisor in respect to quantity surveying matters.

Designed, prepared and presented a fully integrated and moduled training package including workshop assessments, formal assignments and formal examinations.

Project

Precast re-constituted stone for large football stadium

Structural steelwork for football stadium

Crown Court new build - £4m

New Airbus plant building at Bristol

Refurbishing and significant re-construction of Boots the Chemist Store at Cheltenham - £4m - management contract

Refurbishment and significant reconstruction following fire damage of Littlewoods Store at Chesterfield - £3.65m - traditional contract

New build extension building to Hospital Unit (mental health) at Basildon

New build prison extension buildings at Channings Wood

Involvement

Acting as expert witness in respect to the quantum and valuation matters, particularly in respect to the changes in the formwork designs.

Commercial management and quantity surveying services.
Providing quantity surveying services on behalf of the client.

Providing commercial management and quantity surveying services for a specialist mechanical and electrical services subcontractor including contractual notices.

Providing commercial management and quantity surveying services on behalf of the management contractor.

Providing commercial management and quantity surveying services on behalf of the main contractor including contractual notices.

Providing commercial management and quantity surveying services on behalf of the main contractor including contractual notices.

Providing commercial management and quantity surveying services on behalf of the specialist modular (pod) builder subcontractor including contractual notices.

CHRONOLOGY OF WORK EXPERIENCE

April 2002 to Present

RAMSKILL MARTIN LIMITED

Director of ramskill martin. Resolution of quantum issues predominantly associated with main contractors, steelwork, mechanical and electrical installations, precast concrete works and ground works. Providing services in dispute resolution. Acting for parties in adjudication. Acting as expert witness.

May 1999 to March 2002

THE VINDEN PARTNERSHIP

Working as Technical Director and Head of Contentious Services for the Nottingham branch. Specialising in dispute resolution, particularly in adjudication and expert witness services to all sectors of the construction industry.

September 1998 to May 1999

FRANK HASLAM MILAN

Commercial Director. Developing and redesigning the subcontract forms of contract. Developing and implementing new systems.

March 1998 to September 1998

THE VINDEN PARTNERSHIP

Working as a Senior Consultant for a wide variety of clients, preparing and negotiating contractual claims, drafting contracts and working on arbitrations. Providing expert witness services to all sectors of the industry, including contactors and subcontractors.

September 1995 to March 1998

JAMES R KNOWLES

Working as a Senior Contractual Claims Consultant for a wide variety of clients, preparing and negotiating contractual claims, drafting contracts and working on arbitrations. Providing expert witness services to all sectors of the industry, including contractors and subcontractors.

October 1992 to September 1995

HENRY BOOT MANAGEMENT – FAST TRACK

Working as Managing Quantity Surveyor, managing 2 teams of surveyors with a total of 10 personnel.

October 1990 to October 1992

HENRY BOOT MANAGEMENT – FAST TRACK

Working as Senior Estimator, managing the “Fast-Track” Estimating Department.

February 1990 to October 1990

M. J. GLEESON (NORTHERN) LIMITED

Working as Contract Quantity Surveyor on a variety of contracts including some Student Games initiatives.

July 1987 to February 1990

BUCKNALL AUSTIN PLC

Working as a Project Quantity Surveyor.

September 1984 to July 1987

THAMES POLYTECHNIC

Full-time student studying for a BSc in Quantity Surveying.

September 1982 to July 1984

**NORTH LINDSEY COLLEGE OF
TECHNOLOGY**

Full-time student studying for a Diploma in Building and Civil Engineering.

September 1979 to September 1982

LEECH HOMES LIMITED

Working as a Carpenter and Joiner, including completing a full indentured apprenticeship.

GARY MARTIN

GARY H MARTIN – RAMSKILL MARTIN

PERSONAL DETAILS

NAME: Gary Hobson Martin Dip Arb FRICS FCI Arb
CURRENT POSITION: Director, ramskill martin
DATE OF BIRTH: 3 August 1952
SPECIALIST FIELD: Chartered Quantity Surveyor, Adjudicator, Arbitrator

SUMMARY

38 years experience as a Quantity Surveyor in the construction industry on building and civil engineering projects working in professional practice and with contractors. Experience in procurement, valuation of work and accounts and claims for loss/and or expense. Deciding on the value of variations, accounts and loss and/or expense or damages when acting as adjudicator or arbitrator. Experience as Expert Witness including appearing before the Tribunal.

QUALIFICATIONS AND TRAINING

Royal Institution of Chartered Surveyors Panel of Arbitrators

Royal Institution of Chartered Surveyors Panel of Construction Industry Adjudicators

Chartered Institute of Arbitrators Panel of Construction Industry Adjudicators

2000 - present Visiting Lecturer, Nottingham Trent University

2006 Certificate - Collaborative Training Programme for Construction Industry Adjudicators

1993 Fellow of the Chartered Institute of Arbitrators

1992-1993 Diploma in Arbitration, College of Estate Management

1992 Associate of the Chartered Institute of Arbitrators

1990 Fellow of the Royal Institution of Chartered Surveyors

1977 Professional Associate of the Royal Institution of Chartered Surveyors

1971-1977 Diploma in Quantity Surveying, Nottingham Trent University

GENERAL EXPERIENCE

38 years experience as a Quantity Surveyor in the construction industry.

Working in professional practice and with contracting organisations. Clients have included national and local organisations, public bodies, developers, schools, colleges, universities, financial institutions, contractors and subcontractors.

Value of projects range from minor works to projects of £50m in value on building and civil engineering works. Types of projects include commercial, retail and office developments, public sector works, educational buildings, roads and associated infrastructure, residential developments. New build and refurbishment projects.

Areas of expertise include traditional quantity surveying techniques, valuation of work, preparation of tender and contract documentation, preparation of estimates, cost control, negotiation, procurement options, contractual issues and valuation of final accounts including loss and/or expense.

Experience of traditional, design and build, construction management and bespoke forms of procurement.

Acted as Adjudicator on over 155 disputes, also acted as Arbitrator.

I have acted as Expert Witness on a number of occasions over several years but predominantly over the last fifteen years. I have given evidence in the Technology and Construction Court in London, in local courts in the Midlands and in Arbitrations and Adjudications.

I am a former Chairman of the Joint Consultative Committee for Construction – East Midlands. I am a former member of the RICS Dispute Resolution Faculty Board and since 2005 have been a local spokesperson for the RICS on construction matters.

I regularly lecture for the RICS and the CI Arb at CPD (Continuing Professional Development) events. Since 2000 I have been a visiting lecturer at Nottingham Trent University. I lecture on dispute resolution on MSC courses for construction procurement, project management and civil and geotechnical engineering.

SPECIFIC EXPERIENCE

Project

Highway maintenance contract - £40m

Retail development of former cattle market site, Leicester - £40m

Extension and alteration of Leicester College - £10m

Mixed development, Derby - £10m

New apartment block, Nottingham - £20m

Involvement

Quantity surveying services.

Full quantity surveying service from inspection to completion.

Quantity surveying services.

Quantity surveying and employers agent services.

Expert witness - valuation of elements of the final account.

Project

Dispute over value of road works - local authority client. Amount in dispute £3m

University Research/Teaching Centre - £5m

School extension - London - £2m

Shire Hall - Nottingham - £3m

Office Development - Nottingham - £4M

Value of remediation costs of contaminated land – Office development

Social Housing Scheme, Nottingham - £2.5m – Contaminated site

Construction of new road and infrastructure works. Alteration and upgrading of existing roads, Leicester

Housing development, Loughborough - old petrol filling station site

Value of remediation costs of contaminated land for proposed housing development

Social Housing Scheme, Strelley, Nottingham - £15m, including roads and infrastructure

Redevelopment of old gasworks site - Derby

Commercial development of old tip site - Crewe

Junction 23 M1

Valuation of Final Account including delay and disruption, Sizewell B power station

Valuation of Final Account including loss and/or expense - cement works.

Roads and sewers schemes for new housing and commercial developments

Valuation of earthworks, Rotherham

Valuation of works to services including works to roads and pavements, Leicester

Involvement

Expert witness.

Value of final account and/or loss and expense, expert witness.

Quantity surveying services.

Project management and quantity surveying services.

Expert witness - professional negligence.

Expert witness.

Quantity surveying and employers agent.

Quantity surveying services.

Quantity surveying services.

Expert witness.

Quantity surveying and employers agent services.

Quantity surveying services.

Quantity surveying services.

Re-measurement and valuation of excavation to embankments.

Quantity surveying/contracts consultant.

Joint appointed expert.

Quantity surveying services for contractors on several projects.

Expert witness.

Expert witness.

Project

Valuation of final account , refurbishment

Ground stabilisation, roads and infrastructure works, Long Eaton

Involvement

Joint appointed expert.

Quantity surveying services.

NICHOLAS CHEETHAM

NICHOLAS MARTIN CHEETHAM – RAMSKILL MARTIN LIMITED

PERSONAL DETAILS

NAME: Nicholas Martin Cheetham BSc (Hons) MRICS
CURRENT POSITION: Director, ramskill martin
DATE OF BIRTH: 21 September 1970
SPECIALIST FIELD: Chartered Quantity Surveyor

SUMMARY

EDUCATION AND QUALIFICATIONS

1999 Royal Institution of Chartered Surveyors MRICS
1992-1996 Liverpool John Moores University
2:1 BSc (Hons) Quantity Surveying
1987-1989 Skelmersdale Sixth Form College,
'A' Levels. Maths, Computer Studies, General Studies
1982-1987 Upholland High School
O' Levels. Maths, English Language, English Literature,
Physics, Computer Studies, Geography, History

SPECIFIC EXPERIENCE

Project

Involvement

Adjudication

Involved in the preparation, presentation, submission and representation of various claims with various values varying between £10k and £2.5m.

Arbitration - Ground Works

Preparation and analysis of a final account for use in Arbitration proceedings.

Dispute/Claim, Subcontracting Organisation

Involved in the preparation of a claim against a national contracting organisation on a dispute regarding an extension of time and delay and disruption. Involved in the assessment and examination of the contractual issues and various site issues that arose during the project.

Specialist Subcontractors

Employed as a site based quantity surveyor for contractor on a services installation valued at £3m this involved providing project cost information, valued variations, preparing monthly interim valuations, advising site management team on contractual issues and projected project costs to aid financial management.

Multiplex Cinema, Lancaster 2000-2001

Value £7m.

I financially managed this project whilst managing all subcontract packages including formation of subcontract, subcontracting vetting, financial control and final account agreement. Reported to client and prepared cost and value reports for Sol board and directors.

Claim Preparation

Prepared claim document for a specialist subcontractor. This required the analysis of all records available, detailed discussions with the parties involved, analysis of events and a detailed analysis of the contract documents.

Claim document included contractual substantiation of claim, detailed narrative on events, numerous schedules and diagrams highlighting progress and the problems encountered and the preparation of a financial evaluation of the claim totalling £750k.

Project

Litigation

Involvement

Issuing advice to a client in dispute with their subcontractor. Analysing and valuing the subcontractors' final account and attempting to negotiate a settlement. Following the issue of court proceedings by the subcontractor, it was necessary to prepare a scott schedule analysing the variation account for submission in court whilst working closely with the solicitors to advise the contractor on the financial aspects of the dispute and the preparation of a counterclaim.

CHRONOLOGY OF WORK EXPERIENCE

April 2002 to Present

RAMSKILL MARTIN LIMITED

Analysis and preparation of reports on quantum and delay and disruption for use in adjudication claims up to £2.5m.

Preparation of delay/disruption analysis.

Commercial management of projects up to £2.5m in value.

Contractual advice to numerous clients.

Lead Consultant on defence of claim against client (dispute value £2m).

March 2001 to April 2002 and
September 1996 to February 2000

THE VINDEN PARTNERSHIP

Experience in all stages of the contract process. This includes the preparation and estimation of budget costs, the measurement and preparation of bills of quantities and the pre-contract assessment of tenders through to the preparation of valuations and the preparation and agreement of interim and final accounts.

Preparation, presentation and substantiation of claims for extensions of time and loss and expense and the preparation of documentation for litigation, arbitration and adjudication.

Experience in the administrative receivership of a general building company. Responsible for debt recovery on behalf of the insolvency practitioner. Agreed final accounts on the practitioner's behalf.

Preparation of employer's requirement documents and the administration of design and build contracts for and on behalf of clients.

March 2000 to February 2001

SOL CONSTRUCTION LIMITED

Involved in all aspects of the construction process, from initial inception through to completion. Responsible for the full commercial management of a number of projects. Responsibilities included cost and value reporting, subcontract financial management and on site control.

1994 to 1995

FLETCHER MCNEILL

Fletcher McNeill is a private quantity surveying practice specialising in the retail brewing sector. I acquired basic surveying skills dealing with valuations, measurement, preparation of final accounts, etc. and involvement in the project management side of the practice on a wide variety of projects.

NIC KIDD

NIC KIDD – RAMSKILL MARTIN

PERSONAL DETAILS

NAME: Nic Kidd BEng (Hons), CEng, MIMechE
CURRENT POSITION: Director of Planning and Engineering, ramskill martin
DATE OF BIRTH: 3 April 1969
SPECIALIST FIELD: Project Management/Programming/Delay Analysis

SUMMARY

My career path evolved in engineering in the power industries as Project Engineer up to Project Manager level until I moved to Scotland to set up a hydro department. After successfully heading the management of the department and projects, annual turnover value £25m, and establishing the department as the most prominent Contractor for UK hydro refurbishment, myself and my wife took a career break then returned to Sheffield where I took on contract work until joining ramskill martin in February 2007. In the past two years I have specialized in forensic delay analysis and project management consultancy in the construction sector.

My planning skills have been developed over 17 years from degree course level through the practicalities of producing and managing real life programmes principally for use on FIDIC, ICE NEC2 and NEC3 based contracts.

PROFESSIONAL QUALIFICATIONS AND TRAINING

Institute of Mechanical Engineers (CEng)

EDUCATION AND QUALIFICATIONS

1989 1991 BEng (Hons) Degree in Mechanical Engineering from Sheffield University
Harrogate Granby High School
9 A Levels
Harrogate Granby High School
16 O Levels

CHRONOLOGY OF WORK EXPERIENCE

June 2010 to Present

RAMSKILL MARTIN LIMITED

Director of Planning and Engineering. Working as forensic delay analyst and project management consultant to local, national and international contractors and subcontractors in the construction and engineering industries, particularly focusing on NEC forms of contract.

March 2007 to June 2010

RAMSKILL MARTIN LIMITED

Senior Programmer. Contracting then full time with ramskill martin working as forensic delay analyst and project management consultant to local, national and international contractors and subcontractors in the construction and engineering industries, particularly focusing on NEC forms of contract.

2003 to March 2007

Contract work as Engineering PM plus travelling Europe in the intervening period.

2001 to 2003

Hydro Power Department Manager and Projects Manager, Scotland reporting to Regional Director for the refurbishment of UK hydro power plants.
Key Skills:

- Project Management of multiple NEC based EPC Contracts budget £20m p.a. Manager of 15 personnel comprising planning, design project and site teams for mechanical and civil works in association with Austrian electric consortium partner.
- Delivering contracts to meet quality, environmental, programme and budget targets.
- Planning, cost control, project monitoring and management reporting.
- Identification and application of resources to form a motivated project team.
- Design to best practice and obtain client acceptance.
- Negotiation and placement of subcontract orders up to £2m for manufacture or supply of auxiliary equipment. Suppliers in UK, France, Italy and Austria.
- Management of internal manufacture and refurbishment work packages.

	<ul style="list-style-type: none">- Production of Health & Safety Plans, Inspection Documents, Quality Records.- Site setup and site management.- Civil works.- Installation and construction.- Testing and commissioning.- Handover.- Post handover remedial works.- Feedback to enquiries for future projects, pre-qualification and estimating to provide continuous improvement.
1995 to 2001	Project Engineer and then Project Manager for renowned UK and international hydro contractor, specialising in hydro power refurbishment, budgets from £0.75m to £5m.
1999 to 2001	Project Manager for refurbishment of Rannoch Power Station, £10m NEC contract Option A: <ul style="list-style-type: none">- Responsible for EPC of all mechanical and civil works both new supply and refurbishment including progress reporting, compensation event and delay analysis.
1999 to 2000	Project Manger for Scottish Hydro pipe work replacement contracts NEC Option C. <ul style="list-style-type: none">- Managed several small subcontractors around multiple sites in Scotland to strip out and replace pipe work and pumping equipment during outages.- Responsible for design approvals, contract let, site management, approval of final records and signing off works.
1998	Project Engineer responsible for management of post-completion technical issues on a site in Lesotho (South Africa) involving site evaluation of faults, liaison with contractor to agree proposed remedial measures and implementation of site works defects liability evaluation and resolution £250m.

1995 to 1998

Project Engineer working on new build project in Kashmir India for three years. Key skills:

- Production and reporting of progress reports and contract programmes.
- Control of supply of subcontractor manufactured equipment including overseas shipping.
- Supply necessary construction materials to site.
- Manage technical support from UK designers to Indian construction team for site queries and problems.
- Manage contractors supply, payments, completion of work, resolving technical issues, preparation of quality records and O&M manuals.

1994 to 1995

6 months around the world rock climbing trip.

1991 to 1994

Mechanical Design Engineer within the nuclear industry working for one of the major UK nuclear contractors:

- Mechanical design engineer for fuel route design and modification and in reactor manipulators.
- Design improvement and testing of bespoke manufactured pneumatically powered manipulator arms operated by remote camera and controls from the reactor top to facilitate removal and replacement of degrading reactor components.
- Fuel route design included an emergency machine for removing jammed collets from the bottom of spent fuel rods in a hot cell.
- Site installation and testing of plant.
- Seconded to Nuclear Electric to produce maintenance schedules and procedures for Sizewell B.
- Seconded to Heysham Power Station to review maintenance schedules in light of work performed at Sizewell B.

1988 to 1991

Trainee Mechanical Engineer British Gas (Sponsored degree course). Worked a year prior to university and then in summer vacations on various sites to gain experience including:

- Easington Gas Terminal: Assistant to Mechanical Engineers. Plant removal, refurbishment and replacement as routine and breakdown overhauls. Updated drawings and records including P&ID's. Investigated effects of varying controls on the efficiency of glycol regenerators.
- Ambergate Pipework Centre. Witnessed hot drilling and installation of valve equipment onto 75 bar natural gas mains, learnt to weld properly. Surveyed pipelines for movement due to heat expansion and evaluated methods to reduce effects on fatigue.
- Coal Gasification Plant, Fife. Worked on several pilot projects to increase site efficiency and tested types of fuels.
- Research and Development Centre, Newcastle. Tested pilot valves for suitability to pilot operate medium pressure remote valves.