



Recording studio site project manager contract.

Contract between Julius Newell Acoustic Engineering Lda and _____

This contract between Julius Newell Acoustic engineering Lda and _____
Is for the construction of _____ At the location _____
Between the dates ---/---/----- and ---/---/-----

Here forth the representative of Julius Newell Acoustic Engineering Lda shall be referred to as "The site manager" and all representatives of _____ with authority shall be referred to as "The client". The project of _____ shall be referred to as "the project". Anybody, irrespective of status who is working, or intending to work within the limitations of the worksite allocated under "the project" and at "the location" stated above shall be deemed to be "A Worker". Anybody working on this project but supplying services through external companies for the sole purpose of the installation of their product shall be referred to as a "Subcontractor" The construction site shall be deemed to be the site at the location mentioned above, and within agreed pre-set work and storage zones determined between the project manager and the client prior to commencement of works. The site shall be drawn on plans and attached to this document.

1 Roles of the project manager.

- 1.1 The role of the project manager shall be to manage the delivery of a fully finished recording studio in the specified location to the designs supplied by _____.
- 1.2 The project manager shall direct, instruct, and control the work of all allocated workers and subcontractors working within the site limits of the project.
- 1.3 The project manager shall ensure all safety requirements and standards are met for the entire duration of the project
- 1.4 The project manager shall ensure that all work is carried out within the scope and methods intended by the studio designer
- 1.5 The project manager shall liaise with the studio designer on any aspect where questions arise.
- 1.6 Where the client has questions or requires alterations the client must pass these instructions through the studio designer
- 1.7 The project manager shall be responsible for coordinating works of subcontractors along side the workers, all subcontractors shall follow instructions of the project manager.
- 1.8 The project manager shall specify all required site equipment and infrastructure
- 1.9 The project manager shall determine all working hours
- 1.10 The project manager shall decide who works on site, who is suitable, and when a worker is unsuitable.
- 1.11 The project manager shall decide what methods and tooling is used for all work
- 1.12 The project manager shall determine the acceptable quality of the work and the workers.

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**2 Authority**

- 2.1 The project manager shall be given unquestioned authority to decide at all times who may be present on the site. Nobody, irrespective of status, may be on site without the permission or consent of the project manager if asked to leave people must leave immediately. Dangerous (but controlled) situations exist on-site at times and unexpected uncontrolled access can result in immediate death. The client must give the project manager the authority to decide at any moment who may or may not be present.
- 2.2 The project manager shall have authority of ownership of all materials on the site under their control, once a material has been delivered it shall be the sole responsibility of the project manager as to what happens to that material. There shall be no question or direction as to how materials are used, handled, stored, or disposed of. Nobody may touch, use, alter, or remove any material on site without direction from the project manager.
- 2.3 The project manager shall be given authority to instruct all people working in the designated site areas. All workers must be contracted to work under the sole instruction of the project manager and nobody else.
- 2.4 The project manager must be given disciplinary powers over the workers under the control of the project manager, including the ability to dismiss a worker from site immediately, terminate a worker's contract, or authorise pay suspension. If the project manager deems that a worker is a danger to themselves, or others the project manager must have the power to rectify that situation in any effective way that the project manager deems necessary.
- 2.5 The project manager must have the authority to specify all working methods and practices. Every worker under the authority of the project manager must follow working instructions when required, this is essential for safety reasons, and reasons of quality of the final delivered product.
- 2.6 The project manager shall have the responsibility to decide all working schedules and hours.
- 2.7 The project manager and the team shall have unhindered access to the specified work site at all times, unless there is a safety reason why site may not be accessed.
- 2.8 The project manager shall have whatever keys, access codes, and authorization to access site 24 hours per day, 7 days per week for the duration of the contract.
- 2.9 The project manager shall have authority to make minor design alterations on site where it is required to ensure that a design element is able to be effectively constructed, to avoid danger, to facilitate fabrication with the tools and skills available, or to enable elements of the project to interface correctly. In all cases the project manager shall only be able to do such alterations totally within the scope of the competence and technical ability of the project manager. Any aspect outside of the competence and abilities of the project manager.
- 2.10 Nobody, irrespective of status (outside of law) may overrule or change the project managers instruction to the workers or people present on site. In the case of disagreement there must be a meeting of all concerned and an agreed resolution arrived at. At all times processes are open to amicable discussion (on site) and agreement and in almost all circumstances solutions will be found. In the rare occasion where the project manger must insist on a specific item the project managers word will be final.
- 2.11 The project managers authority will only cease either upon termination of the project manager's contract, or (normally) upon completion of the works to be carried out.

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3 Areas of competence

The project manager J.P Newell MIOA MinstSCE has the following areas of recognised professional competence

The project manager's principle area of competence is as an Electro-Acoustic Engineer specialising in the construction and design of recording and production studios for Music Film and Television. The project manager has the following global institutional recognition of competence through membership requirements of a proof of competence and ability or education

- 1 **The Institute of Acoustics (UK) IOA**
- 2 **The Institute of Sound and Communication Engineers (UK) ISCE**
- 3 **The Society of Motion Pictures and Television Engineers (USA) SMPTE** (Standards committee member)
- 4 **The Audio Engineering Society (USA) AES** (Standards committee member and committee chair)
- 5 **The Institute of Electrical and Electronics Engineers (Global) IEEE**

The project manager has concurrent (non-continuous) professional competence in the following disciplines (and many others)

- | | | |
|----|---|---|
| 1 | Acoustic engineering | 35 years industry leading projects |
| 2 | Carpentry (Time served) | 35 years studio construction. |
| 3 | Electrical engineering for audio | 33 years college and industry trained |
| 4 | Data system for networked AV | 20 years industry trained |
| 5 | Ventilation systems for studios | 35 years studio construction |
| 6 | Video cabling infrastructure | 25 years industry trained |
| 7 | Building automation systems | 12 years certified programmer |
| 8 | Audio networking systems | 25 years certified programmer (various) |
| 9 | Fire alarm evacuation systems | 15 years certified |
| 10 | Entertainment lighting systems | 23 years certified programming & install |
| 11 | Theatrical and show rigging systems | 20 years certified rigger |
| 12 | Construction plant and access equipment | 20 years various training and certification |
| 13 | Working with Asbestos | Certified |
| 14 | Security and surveillance systems | 18 years industry trained |
| 15 | Site management and safety | 30 years industry trained (Certified) |
| 16 | Live sound systems engineering | 35 years industry trained and accredited |
| 17 | Recording studio sound engineer | Various years in many countries |
| 18 | Mastering engineer | Various years |
| 19 | Project / team manager | 32 years |
| 20 | Temporary show stage construction | 12 years industry trained |
| 21 | Live event recording | 37 years industry trained |
| 22 | Loudspeaker system design | 34 years |
| 23 | Audio systems cabling, and power | 33 years industry trained |

- *Industry trained in all circumstances means instructed by leading experts in workshops, (sometimes universities) in the field, and over many projects*

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4 Areas of responsibility

- 4.1 The project manager shall be responsible for delivering the work of the designer to the client's specification.
- 4.2 Where the project manager supplies or specifies all the workers, and materials the project manager shall be responsible for delivering the project substantially on time when no alterations to the original design have been made.
- 4.3 Where the project manager does not specify or supply the workers or materials there shall be no responsibility for delivering the project on time where workers ability, inexperience, or materials inadequacy, and delivery delays occur. In this case the responsibility will be to deliver the best possible result in the shortest possible time given the circumstances.
- 4.4 The project manager shall be responsible for management of the workers in the safest most efficient manner
- 4.5 The project manager shall be responsible for instructing the workers in the most efficient, safe, and appropriate way to complete the project to the highest standard in the circumstances.
- 4.6 The project manager shall be responsible for interpreting the designs and producing the correct results in the physical project
- 4.7 The project manager shall be responsible for the efficiency, safety, and cleanliness of the construction site
- 4.8 The project manager shall insure that all site facilities are maintained in accordance with the requirements of the project, and the law regarding workers conditions.
- 4.9 The project manager shall insure that all subcontractors perform their responsibilities in a manner that interfaces correctly with the construction of the studio, at a time (where possible) that is most efficient for the construction of the studio, and in a manner that is safe and considerate to other workers and subcontractors.

5 Unacceptable conditions

- 5.1 No person, at any level of authority, may interfere, override, or change any instruction between the project manager and anybody or anything under the control of the project manager.
- 5.2 No person at any level of authority, may interfere with access to the construction site, materials, or tools under the control of the project manager
- 5.3 No site conditions or facilities may be reduced, withdrawn, damaged, or changed without full consent of the project manager.
- 5.4 The site may never be left insecure, or unsafe. Access to the studio site must be secure and only under the control of the project manager.
- 5.5 Construction methods, materials and equipment may never be changed or removed without consent of the project manager.
- 5.6 Work carried out in the vicinity of the construction site by others may never disturb the work on the studio or put studio workers in danger.

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- 5.7 The client, suppliers of labour, or other agent in the process must never fail to pay the workers, or the project manager correctly and on-time
- 5.8 Failure to pay correctly and on-time will result in an automatic stop of all work under the instruction of the project manager. This instruction must never be questioned by the client or other agent of the client.
- 5.9 There must be no ambient of hostility, aggression, or prejudice between or towards any person on-site from anyone at all.
- 5.10 Aggressive, insulting, intimidating, or humiliating behaviour on-site will immediately result in the perpetrator being permanently banned from site and whatever contract they have being terminated.
- 5.11 Any person posing a danger to themselves or others through their actions or incompetence will be removed from site immediately
- 5.12 Any equipment that is unsafe, damaged, or inappropriate will be removed from site immediately. All workers are required to ensure that their own equipment is professional, undamaged, and safe.
- 5.13 The project manager will not be held responsible for any issues that originate from wrong design, supply of inferior materials, supply of incompetent workers, poor manufacture of products, or other issues beyond the control of the project manager. While the project manager's role is to control these aspects of the projects there is ultimate responsibility by other professionals to ensure that they provide the correct services they are contracted to. The project manager will, always attempt to identify, notify and rectify any incompatibilities or conflicts in supplied services although it is always the responsibility of designers and suppliers to ensure that what they supply is as specified. The role of the project manager is only to ensure things are as specified, safe and done correctly, it is not to verify the specification.
- 5.14 The work site may never be polluted by operations nearby, this includes, but is not limited to dust, gas, toxic vapours, bad smells, excessive noise, unauthorised intrusion of those not working on-site, or risk of physical danger to those working on-site from actions taking place off-site.
- 5.15 Minimum working conditions set out in our working conditions (Annex to this contract) document may never be withdrawn or changed.
- 5.16 All freelance workers must be legally freelance and personally insured, the project manager must be shown proof of such status. No illegal uninsured workers must be permitted on-site.
- 5.17 Where workers and materials are not supplied by the project manager the site and project MUST be insured by the client against liability to others. It is not acceptable that any worker should be expected to carry insurance liability for the project of the client or others. All workers must be covered for liability to others by the clients operating or site insurance.
- 5.18 No drunk or drugged workers may be allowed on-site, any worker on site under the influence of drink or drugs will be permanently dismissed.
- 5.19 Electricity or any other essential service may never be interrupted unexpectedly, there must be adequate capacity of supply to avoid overload devices operating unexpectedly with our tools.

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6 Worker Management

Where the project manager is not supplying workers directly project manager must be awarded the following forms of control to ensure that a productive, efficient, and safe working environment is maintained.

- 6.1 Sanction of workers. The project manager must have the authority and ability to perform the following sanctions of bad, dangerous, or incompetent workers.
 - A) Verbal warning
 - B) Written warning
 - C) Suspension of pay for failure to provide the work required
 - D) Dismissal of worker for being incompetent, dangerous, or disruptive to others.
- 6.2 Control of workers. The project manager must be seen to be the person of authority on site. If workers have problems they will report to the project manager. Workers will look to the project manager for instruction. Workers will expect to have to do as the project manager instructs. Workers will expect to look to the project manager for help or assistance. The project manager is the only point of instruction for all workers.
- 6.3 Working hours. In the event of exceptional work, the project manager may have the discretion to end the day's work early without any reduction in workers pay as a reward for extra hard work. It is sometimes not practical to start another task at the end of a day if the workers finish early, as we work always on a task basis trying to achieve goals so long as we meet all our goals then the project will progress as planned.
- 6.4 Working days. All freelance workers must be paid on a daily basis, not an hourly basis. Workers paid by the hour are bigger problems than workers paid by the day. Workers paid by the hour have a tendency sometimes to work slower to get more pay. Workers on our teams normally are contracted on a nominal 8-hour day that can be flexible when needed. The working day is complete when the site is clean, all tools are stored safely and the work for the day is done and not until.
- 6.5 The project manager must sign off all workers day's work as satisfactory. This is the only realistic means to verify workers attendance and performance before paying them.
- 6.6 The project manager must have the authority to require workers to bring appropriate tools and equipment. Workers failing to bring the correct tools and equipment should have their pay adjusted accordingly.

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7 Attendance and payment.

The project manager has complex and changing responsibilities during the project. It is sometimes required that the project manager is not on-site, for example attending to administrative tasks or meetings, purchasing materials, attending to personal or medical urgencies, or performing other functions related to the job. It is therefore not to be required that the project manager spend all working hours or days on-site. Attendance is to be totally at the discretion of the project manager, so long as absence does not impact upon performance or schedule

The project manager will be paid by the week worked, not by the day or hour

The project manager shall also perform construction functions, leading the workers and performing tasks that the workers are unable to perform correctly. This means that much of the time will be spent working on-site along-side the workers, leading, instructing, helping, and directing operations. However, in circumstances where the workers are not supplied by the project manager, and the workers are inexperienced this may be entirely time spent "teaching" rather than doing.

Payment is ALWAYS 2 weeks in advance, paid bi-weekly.

8 Termination of contract.

8.1 This contract may be terminated by the client with two weeks' notice should the services of the representative of J Newell Acoustic Engineering no longer be required due to the following reasons.

- 1 Irreconcilable difference of opinion of how the project is being managed
- 2 Failure to provide services as required
- 3 Exceeding realistic timescale
- 4 Lack of overall project funds results in suspending of construction
- 5 Completion of the project

8.2 This contract may be terminated by J Newell Acoustic Engineering under the following conditions

- 1 Irreconcilable difference of opinion of how the project is being managed
- 2 Failure to keep to the terms listed in this document and site conditions
- 3 Severe illness and inability to provide suitable replacement
- 4 Late payment
- 5 Lack of overall project funds results in suspending of construction
- 6 Completion of the project

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9 Declaration

I agree to all terms and conditions laid out in this contract of service (including Annex 1)

Signed on the day _____ of the month _____ of the year _____

J Newell Acoustic engineering Lda

Client representative

I hereby give all authority laid out in section 2 to the project manager

Client representative

_____ DATE _____ D / _____ M / _____ y

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Annex 1

Studio construction site requirements

The following requirements are essential for the workforce to construct the project as specified within the time frame required in a safe and efficient manner.

No item may be altered or omitted from the requirements.

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Crew / Representative Accommodation.

- 1 Nothing other than a commercially rented hotel, house, or apartment is acceptable.
- 2 The accommodation must be clean and be provided with acceptable periodic cleaning by a commercial cleaner or cleaner supplied by the accommodation owner.
- 3 The team will not be responsible, in any way for the cleaning of the accommodation at the point of departure. It must be ensured that any required cleaning is done by professional cleaners prior to handing over the keys.
- 4 The accommodation must have free (or already paid for) laundry facilities included.
- 5 Where the accommodation has a kitchen it must include a working dishwasher
- 6 Accommodation must include free unlimited broadband internet of at least 10mb/s
- 7 The accommodation should include a functioning TV.
- 8 No rooms may be shared
- 9 No more than 3 workers per accommodation unit (Apartment or house). Above this number conditions become difficult to manage
- 10 No Caravans, pre-fab accommodation units, or temporary structures
- 11 The accommodation must be available from the moment we arrive at the work location, no waiting for check-in times or others to vacate accommodation.
- 12 The job must cover all costs related to travelling from the accommodation to the work site.
- 13 Accommodation may be no more than 30Km or 1 hours' drive (Whichever is first) from the work site – except by prior arrangement
- 14 Where a designer or project manager is on-site they must have the facility of a quiet office space to do any off-site administration work. This can be by placing them in separate accommodation or by supplying a bedroom to be used as an office.
- 15 Under no circumstances must the team be required to do any degree of housework in the accommodation beyond which would be expected in any hotel type accommodation. Rest days are purely rest days, not days for cleaning, or servicing the accommodation.
- 16 Any services, of facilities that require paying for in the accommodation must be paid for by the customer.
- 17 No responsibility will be bestowed upon the team for any issues of normal wear and tear of the accommodation. This includes, but is not limited to; failure of moving parts such as door handles, window frames, cupboard doors, plumbing, electrical items, appliances, and eating utensils. Obviously this does not include situations deemed to be gross abuse.
- 18 No responsibility for loss of keys, cards, codes, or other items the team will be issued with in relation to the accommodation will be taken by the team. Keys should be insured by the customer if there is a large replacement fee.

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Work site

- 1 Free unhindered access to the work site is required at all reasonable times
- 2 No restriction on working hours may be imposed except those agreed for logistical reasons before the contract starts
- 3 The work site must be fully “legal”. The client must have all required permissions for the installation of acoustic treatment and specialist technical services.
- 4 Where the work site is subject to a principle construction contractor there must be all legally required services provided by the principal contractor. This includes fire extinguishers, first-aid facility, clean and available toilets, drinking water, safe site access, a safe working environment, a clean site, and a working framework of regular communication.
- 5 Where there is no principal contractor we will provide, at cost in addition to the budget, all facilities that are missing or inadequate.
- 6 Where the site has existing, or temporary electricity supplies it must never be interrupted (for safety reasons) and our supply must never share any type of circuit protective device (Overload or Earth Leakage) with anyone else. We must have uninterrupted access whenever needed to the place where our electricity is supplied from and all circuit protective devices
- 7 Our workplace must be totally free from interference from other constructors on-site.
- 8 No contamination from other works may enter our workplace.
- 9 Access paths to our site and materials storage area must be clean and dry at all times.
- 10 Our work-site is to be classed as “Acoustic Treatment Installation”, “Specialist Technical Systems Installation”, and “Decorative Finishes” The site should be clean and dry and free from dust as such a site requires.
- 11 Materials storage may not be more than 10m from the entrance to our site and may never be required to be removed for any reason until we complete our work.
- 12 Materials may not be stored on any different level to the work site. If this cannot be avoided a separate materials moving team is required.
- 13 Materials may only be stored outside of these specified areas when agreed before the job has been priced and additional time or people to move them are provided as agreed.
- 14 The work site, materials storage area, and all access paths must be kept permanently clean and safe. Site safety requirements extend to all areas we are expected to work in.
- 15 Adequate parking for our vehicles must be provided or paid for.
- 16 Unless otherwise stated it is expected that waste removal will be provided by the client. Separation of waste, if required, is an additional expense and not included in our price.
- 17 Our waste container must not be unreasonable distance from the work site and usually within 20m of the entrance to our site. Any further than this will incur extra costs and time or labour requirements.

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- 18 Our work site must be secure at all times and free from unauthorized access.
- 19 The work site must be dry and not open to the elements
- 20 The customer must ensure that all local permissions are in place and that any required local responsible person for electrical or ventilation certification is employed to satisfy local legislation and advise us but not interfere with our work.
- 21 The customer must ensure that our insurances, work status, safety training, and competence is adequate for the local requirements. In any case where the local requirements are not compatible with internationally recognised highly specialist workers and we have to stop to await administrative changes the customer must continue to pay our workers for any stoppage as a result of local bureaucracy requirements. (for example, the workers need a local safety certificate issuing)
- 22 Where our access to site is through clean passages which are in-use by others and must remain clean the customer is responsible for maintaining the cleanliness of these passages and should arrange for the cleaning of them as needed.
- 23 Where it is required to segregate our access to site from the general public or clients, this segregation must be done outside of the studio installation contract. If known before hand and agreed, it may be the subject of a separately billed work.
- 24 Where access limitations due to third party issues (such as working studio complexes or passage through restricted roads or shopping complexes) are present it must be pre-arranged that materials and waste are moved in and out of site outside of working hours by a separate crew.
- 25 The customer is responsible for any required permissions for unloading of our materials and loading into site.
- 26 Where materials have to pass through sensitive decorated areas there must be separately provided protection for those areas, either at separate cost or from a main contractor. Without such protection we will not be responsible for minor knocks and damage.
- 27 Where work is being carried out in domestic accommodation, it must be understood that the accommodation becomes a work site and work site rules and procedures will apply. While efforts to keep the site clean, quiet, and safe will be taken it has to be understood that construction of recording studios cannot be done in accordance with a family home life. Extra cleaning will be required, materials will be on-site and often in the way, and the construction team, while being as respectful as possible, will go about their work duties in a professional manner. Children and family visitors must not be allowed on-site, the site is a dangerous workplace not fit for uncontrolled access.

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NEWELL
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