

Schedule 4
Additional Work



MINISTRY OF DEFENCE

**AIR SUPPORT TO DEFENCE OPERATIONAL TRAINING
(ASDOT)**

CONTRACT NO. UKMFTS/2017/03

This is Schedule 4 (Additional Work) referred to in the ASDOT Contract between the Secretary of State for Defence and [*Insert name of Contractor*].

SCHEDULE 4

ADDITIONAL WORK

1. In addition to the Contract tasks detailed in Schedule 3 (SOW), the Contractor may be authorised by the Authority to undertake Additional Work under Item 3 of the SOR, as described below in this Schedule 4 (Additional Work). That notwithstanding, the Contractor shall make every effort to absorb such Additional Work within its contracted resources without penalty to its contracted output, taking advantage of slack periods and the normal fluctuations of requirements. Where the Contractor can demonstrate that Additional Work requires the commitment of resources over and above that required to meet its existing obligations, such Additional Work shall be authorised by the Authority in accordance with this Schedule 4 (Additional Work).

2. All prices in respect of Additional Work shall be agreed in accordance with the appropriate provisions of Schedule 5. Payment for Additional Work shall be made in accordance with the appropriate provisions of Schedule 5 (*Price and Payment*) Paragraph 2.3.

3. Except as may be otherwise agreed by the Parties on a case-by-case basis, Additional Work shall be defined as activities related to those defined at Schedule 3 (SOW) which the Authority may require the Contractor to undertake, but which are (1) expressly stated in Schedule 3 (SOW) to be authorised under Item 3 of the SOR, or (2) otherwise necessary to meet the object of the Contract.

4. All Additional Work which falls within the scope of the Contract and is not included under Item 1 of the SOR shall be authorised by the Authority in accordance with the following provisions:

4.1 The Contractor shall seek, and where appropriate the Authority shall give, approval to undertake Additional Work defined in Paragraph 4 above using the Task Authorisation Form set out at Appendix 1 to this Schedule 4 (*Additional Work*). Each Task Authorisation Form (TAF) shall be identified by a discrete serial number in a sequential series together with the Contract Number. The first such serial number shall be UKMFTS/2017/03/001. These numbers shall be quoted in all associated correspondence and documentation including claims for payment.

4.2 Both Parties shall be entitled to raise a Part 1 of a TAF. Upon receipt of a completed Part 1 of the TAF, the Contractor shall prepare and submit to the Authority's Project Manager the TAF with Part 2 completed, using the rates set out in Schedule 5 Annex 2 (*Charging Rates for Additional Work*). The Contractor shall also provide the Authority on request with such necessary supporting data as the Authority may reasonably require to verify any aspect of the Part 2 submission. In the event the Authority wishes to proceed with the activity, it shall authorise the TAF using Part 3. Upon satisfactory completion of the task, the Contractor may submit the completed TAF to the Authority for completion of Part 4 with the Contractor having certified that the task has been completed. All work undertaken by the Contractor in preparing and submitting Task forms shall be included within the prices agreed for Item 1 of the SOR.

4.3 Unless exceptionally and expressly agreed in writing by the Authority, the Contractor shall not undertake any work on an Additional Work task until such time as the Authority has provided formal authorisation using Part 3 of the relevant TAF. Any Additional Work undertaken prior to authorisation by the Authority shall be at the Contractors own risk.

4.4 Exceptionally, and notwithstanding Paragraph 4.3 above, where a proposed task is required to be undertaken as a matter of urgency, the Authority may, at its sole discretion, instruct the Contractor to proceed with the task on the basis of a completed Part 1 of the TAF and in advance of the completion and submission of Parts 2 and 3 of the form. In no circumstances will the Authority give such instruction in the absence of an agreed SOW and completion date for the task concerned. The Parties acknowledge that, exceptionally, cases may occur where the SOW and completion date may need to be amended before the Contractor is able to submit the TAF in accordance with Paragraph 4.5 below. In such cases, the Contractor shall submit to the Authority a revised SOW and completion date at the earliest practicable opportunity. The Authority's liability to the Contractor in

respect of costs, losses and expenses incurred in respect of urgent instructions issued under the provisions of this Paragraph 4.4 shall not, except with the prior written agreement of the Authority's Commercial Officer, exceed any limit of liability imposed by the Authority as part of the instruction to proceed.

4.5 In the event an urgent instruction is issued by the Authority in accordance with Paragraph 4.4, the Contractor shall prepare, complete and submit Part 2 and 3 of the Task Form without unreasonable delay. If, in the opinion of the Authority, the Contractor has unreasonably delayed the submission of completed Parts 2 of the relevant TAF, the Authority may instruct the Contractor to stop all work on the task and refrain from undertaking further work or making further commitments in respect of the task. In the event the Authority issues such instruction, the Parties shall agree a price in respect of work done to the extent that such is reasonable in the circumstances.

5 Where Additional Work is undertaken in conjunction with other work included within the price for Item 1 of the SOR, the price of the Additional Work shall exclude hours for tasks that are to be undertaken as part of that other work.

**Annex 1 to Schedule 4 –
Task Authorisation Form (TAF)**

ADDITIONAL WORK TASK AUTHORISATION FORM (TAF)

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|-------|
| DATE: |
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|---------------------------------------|
| TAF Serial Number: UKMFTS/2017/03/ |
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|---|------------|-----------|---------|
| PART 1: TASK DESCRIPTION: To be completed by originator | | | |
| SHORT TITLE: | | | |
| Task details (including completion date and impact statement of not undertaking the work proposed): | | | |
| Attach further information as required. No. of attached sheets: | | | |
| REQUEST ORIGINATOR: | | | |
| NAME: | SIGNATURE: | POSITION: | TEL No: |

| | | | |
|---|------------|----------------------|-----------|
| PART 2: TASK COSTING (Full breakdown to be attached) | | | |
| The Contractor hereby accepts the Task detailed at Part 1 above. Our firm/estimated/maximum* price for completion of the Task is: | | | |
| LABOUR | £..... | MATERIAL | £..... |
| SUB-CONTRACT | £..... | TRAVEL & SUBSISTENCE | £..... |
| TOTAL ESTIMATED COST: £..... (in words) | | | |
| NAME: | SIGNATURE: | DATE: | POSITION: |
| | | | TEL No: |

| | | | | |
|--|------------|-------|-----------|---------|
| PART 3: AUTHORITY AUTHORISATION TO PROCEED | | | | |
| a) Authority Project Manager or Authorised Representative | | | | |
| The task proposed at Part 1 above is/is not* justified and the estimate of costs shown at Part 2 above is/is not* deemed fair and reasonable | | | | |
| NAME: | SIGNATURE: | DATE: | POSITION: | TEL No: |
| b) Authority Commercial Manager or Authorised Representative | | | | |
| The Contractor is/is not* authorised to proceed with the task detailed at Part 1 within the estimate shown at Part 2 of this form. | | | | |

Official Sensitive Commercial

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|-------|------------|-------|-----------|---------|
| NAME: | SIGNATURE: | DATE: | POSITION: | TEL No: |
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PART 4: TASK COMPLETION AND AUTHORITY TO BILL

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Certification of final Task completion by the Contractor:

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| Representative of the Contractor | | SIGNATURE: | |
| | | DATE: | |

PART 5: AUTHORITY CONFIRMATION OF TASK COMPLETION

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This is to certify that the task detailed in Part 1 of this form has been carried out to the satisfaction of the Authority and payment may now be claimed up to the agreed price shown in Part 2 above in accordance with the terms and conditions of the Contract.

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|------------------------------------|--|------------|--|
| Representative of the Authority | | SIGNATURE: | |
| | | DATE: | |