



Framework:	Client Support Framework
Supplier:	[REDACTED]
Company Number:	01846493
Geographical Area:	National
Project Name:	LNA FY22-23 Programme Consulting Support Lot 2
Project Number:	[REDACTED]
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	project_36639
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name LNA FY22-23 Programme Consulting Support Lot 2

Project Number [REDACTED]

This contract is made on 12 September 2022
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
LNA FY22-23 Programme Consulting Support Scope v2

Part One - Data provided by the *Client*

[REDACTED]

[REDACTED]

[REDACTED]

Main
Option

Option E

[REDACTED]

W2

[REDACTED]

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: *Additional conditions of contract*

The service is Senior planning and scheduling consultant to support delivery of non recovery works programme 22-23

The *Client* is

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The Scope is in
LNA FY22-23 Programme Consulting Support Scope v3

The language of the contract is English

The law of the contract is
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The period for retention is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The *Consultant's* main responsibilities

The *key dates* and *conditions* to be met are
condition to be met *key date*
'none set' 'none set'
'none set' 'none set'
'none set' 'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 12 September 2022

The *Client* provides access to the following persons, places and things
access *access date*
Sharepoint 12 September 2022

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the *service* is 31 March 2023

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the *service* and the *defects date* is 26 weeks

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the
Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in
on

6 Compensation events

These are additional compensation events

1. 'not used'
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	■ million in respect of each claim, without limit to the number of claims	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of ■ or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	■	

Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans.
- Reorganisation of the *Consultant's* project team.
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance.
- Costs associated with rectifications that are due to *Consultant* error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client* , arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager* .

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

██████████

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

██████████

The *end of liability date* is ██████████ after the Completion of the whole of the *service*

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

Part Two - Data provided by the Consultant

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Consultant is

Name and company number

[Redacted]

Address for communications

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Address for electronic communications

[Redacted]

The fee percentage is

Option E

5.00%

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
See CV
See CV

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

12/09/22-31/03/22

5 Payment

The *activity schedule* is

The forecast of the Prices is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Contract Execution

Client execution

Signed Underhand by [Redacted]

for and on behalf of the [Redacted]

[Redacted Signature]

12/09/2022

Signature

Date

Project Team Manager

Role

Consultant execution

Signed Underhand by [Redacted]

for and on behalf of [Redacted]

[Redacted Signature]

Signature

Date

Commercial Director

Role

NEC4 Professional Services Contract (PSC) – Lot 2 Scope

Project / contract Information

Project name	LNA FY22-23 Programme Consulting Support Midlands Delivery Hub
Project SOP reference	
Contract reference	project_36639_002
Date	8 June 2022
Version number	V3
Author	

Revision history

Revision date	Summary of changes	Version number
9/06/2022	First Draft	v1
14/06/2022	Second Draft	v2
19/08/2022	Roles Separated for Appointment	V3

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
	Minimum Technical Requirements	12	Dec 2021

Details of the Scope

Details of the Scope are as follows.

1. Description of the service:

1.1. Objective

The objective of this project is to provide consulting *services* to the *Client's* Programme and Contract Management (PCM) team to support the development and delivery of the LNA FY22-23 Programme across the Midlands Delivery Hub and Eastern Delivery Hub.

There is a large programme of capital and revenue funded projects to be delivered in LNA in FY2022-23. The LNA programme has been broken down into a number of sub-programmes. The sub-programmes have been formed by grouping together a number of projects, and each includes assets across the whole of LNA.

It is intended that the sub programmes will be procured as packages of work, allowing a more proportionate approach to programme management, as well as:

1. promoting delivery of a planned programme rather than a project-by-project approach,
2. allowing supply chain to plan and manage their resources around a more certain workload,
3. providing increased opportunity to engage supply chain early in the delivery of the programme and obtain help in defining works required (where necessary),
4. enabling a flexible commercial approach which potentially offers increased efficiencies in terms of sequencing of work, aligning supply chains, economies of scale and streamlined working methods, and
5. Allowing more time and space to consider wider opportunities e.g. carbon reduction.

The LNA FY22-23 Programme work packages are as follows:

- Reservoirs
- Embankments
- Structures
- Civils
- MEICA
- Consultancy
- Asset Inspections

1.2. Outcome Specification

The *Consultant* shall provide a consulting service that delivers the LNA FY22-23 Programme and informs the PCM decision making in relation to aspects such as:

- Programme and Project performance – progress and expenditure
- Resource needs
- Supply Chain requirements
- Impacts of Change
- Opportunities and Risk

The provision of consulting services will be for a period of six months. Extensions may be added if required at the discretion of the *Client* via compensation event (CE).

The specific consulting services to be provided by the *Consultant* are broken down into 3 sub-categories (1, 2 & 3), this Scope relates to role 3 as follows:

Sub-Category 3

Senior Planning & Scheduling Consultant (1 number, utilisation 60-100%)

Please note: the *Client* requires the most suitable resource for each role, and therefore whilst the contract has been tendered with all three sub-categories in one Scope, the *Client* reserves the right to award each sub-category as independent contracts, in order to obtain the optimum skill set. The Scope will be amended appropriately post evaluation, prior to award, to reflect the particular service within each contract.

1.3 Outcomes Required

The following skills, capabilities and competencies to be provided by the *Consultant*.

Sub-Category 3 – Senior Planning & Scheduling Consultant

The *Consultant* shall provide an individual to fulfil the key responsibilities and deliverables which include, but are not limited to:

- Work closely with the Project Managers and Cost Managers to develop project life cycle schedules to ensure consistent working by project teams and supply chain.
- Responsible for the development and maintenance of accurate schedules (Primavera (P6)/Microsoft Project) throughout the project lifecycle to incorporate all components of internal and external activities, milestones and deliverables.
- Lead the implementation of effective programme and commercial controls for accuracy and consistency of projects and programme performance reporting.
- Co-ordination of the project schedule implementation and controls working closely with project teams and supply chain.
- Forecast and report the project and programme performance against the baseline. Undertaking accurate schedule assessments against contractor progress and programme (interfacing with the Project Cost Consultant and other members of the project team to ensure consistency).
- Formal programme/cost reviews will also be undertaken periodically as agreed with the *Client's* Programme Lead to ensure alignment of the cost plan and programme. Any deficiencies will be actioned in a timely manner.
- Undertaking accurate monthly cost forecasts using the cost plan, activity schedules and referencing the project programme schedule.

- Prepare/Review monthly financial, schedule, milestones, deliverables and KPI reports as required, in line with Programme Governance reporting requirements.
- Review & Report on cost and schedule performance status, variance, trends and opportunities for improvement.

The *Consultant* will be required to travel as required to the *Client's* offices and site locations.

The *Consultant* will additionally need to be able to work with the *Client* and Delivery partners virtually using tools such as MS Teams, Zoom, and/or WebEx, etc.

2. Constraints on how the *Consultant* provides the *services*

- a) The *Consultant* is not to delegate their duties without prior written agreement from the *Client*.
- b) The *Consultant* will be expected to attend sites or supplier offices across the Midlands Delivery Hub and Eastern Delivery Hub as required.
- c) The *Consultant* shall not work more than 37.5 hours per week without prior approval from the *Service Manager*.
- d) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable. Only travel and accommodation to cover time and cost in addition to those normally incurred travelling to their permanent place of work will be chargeable, as per the Framework Deed of Agreement.
- e) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- f) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- g) Consultant shall provide the *services* in compliance with the *Client's* [REDACTED] and policies.

3. Exclusions

- a) The *services* specifically excludes:

N/A

4. Specifications or standards to be used

- a) Best practice planning and scheduling techniques shall be applied at all times and agreed with the *Client* as part of the design and delivery of the *service*.
- b) The use of Microsoft Office and Power BI tools will be the standard tools used to compliment the use of P6/Microsoft Project.

c) Access to A-site and SharePoint shall be agreed with the *Client* and the relevant project teams and the *Consultant* will comply with the working practices and standards applied on those tool and systems.

d) Proposals to use any other standards and specifications for undertaking the service shall be agreed with the *Client*

5. Specific Project Requirements

N/A

6. *Services* and other things provided by the *Client*

a) Access to ASite

b) Access to the *Clients* SharePoint

a) Access to the *Clients* Microsoft Project plans/ Projects Online (POL)

b) Access to the *Clients* offices and projects when it is safe to do so and in compliance with Public Health England guidance

c) Access to other *Client services* and systems will be agreed if it is agreed that is it necessary