

COST ESTIMATING FRAMEWORK

WORK PACKAGE CONTRACT

CEF02 – Cost estimating support from Benchmark for FY 24/25 Package 1 on various RIS2 and RIS3 schemes

THIS AGREEMENT is made between:

- 1 National Highways Limited** (incorporated and registered in England and Wales with company number 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ (“The **Client**”);

and

- 2 Benchmark Estimating Limited** incorporated and registered in England and Wales with company number 06142404 whose registered office is at c/o Topping Partnership Ltd, Incom House, Waterside, Trafford Park, M17 1WD (“The **Supplier**”).

each a “**Party**” and together the “**Parties**”.

BACKGROUND

1. The Parties entered into a framework agreement on 12 April 2024 (the “**Framework Agreement**”).
2. When the Parties agree to carry out a Work Package, the Framework Agreement requires them to complete a Work Package Contract before any work can commence.
3. The Parties now wish to enter into this Work Package Contract to enable work to commence on a Work Package entitled “CEF02 Cost estimating support from Benchmark for FY 24/25 Package 1 on various RIS2 and RIS3 schemes” as described in the Annex (“the **Work Package**”).
4. In addition to the terms of this Work Package Contract, the Parties shall also be bound by the terms of the Framework Agreement for the duration of the Work Package, save to the extent modified or dis-applied herein.
5. Unless otherwise specified, defined terms used in this Work Package Contract shall be interpreted by reference to the defined terms contained in the Framework Agreement.

1.1 PROJECT DETAILS

- 1.2 The Work Package shall start on 15 April 2024.
- 1.3 The Work Package duration shall be for 6 months.
- 1.4 The Client’s key Work Package personnel will be:

- 1.4.1 The work package representative, as specified in Annex 1;
 - 1.4.2 If applicable, the Project Manager is the person specified in Annex 1.
- 1.5 The Supplier's key Work Package personnel will be:
 - 1.5.1 The Supplier's Representative (**Redacted per Freedom of Information Act 2000, S40(2)**); or
 - 1.5.2 As specified in Annex 2 and, if applicable, Annex 3.
- 1.6 Intellectual Property
 - 1.6.1 Any additional Intellectual Property provided by or required by the Client for this specific work package is specified in Annex 1. Other Intellectual Property is identified within the Framework Agreement and accompanying documents.
 - 1.6.2 Any additional Intellectual Property provided by or required by the Supplier for this specific work package is specified in Annex 3. Other Intellectual Property is identified within the Framework Agreement, the Supplier's quality plan and accompanying documents.

2. INCORPORATION OF THE TERMS / SPECIAL CONDITIONSS

- 2.1 All of the terms of the Framework Agreement are incorporated into this Work Package Contract.
- 2.2 In addition, the following Special Conditions shall apply to this Work Package Contract:
 - 2.2.1 This Work Package is intended to cover all cost estimating support (that is within scope of the framework) from the date specified in 1.2 and for the duration specified in 1.3 above.
 - 2.2.2 The Client shall issue specific work instructions from time to time under this Work Package. Each work instruction will identify whether the price shall be based on a Lump Sum or a Time Charge.
 - 2.2.3 The Supplier shall provide a price for each work instruction using the Annex 2 template. Prices must align with those provided in the Commercial Workbook of the framework. Prices may be adjusted in accordance with the framework terms.
 - 2.2.4 The Client's personnel specified in 1.4 above shall confirm whether the price is agreed prior to the commencement of work.
 - 2.2.5 The Client makes no commitment that the full value of the Work Package shall be utilised.

2.2.6 On expiry of this Work Package, any unused funds not allocated to an ongoing work instruction shall be removed from the Work Package and the funds returned to the framework for reallocation in new Work Packages.

3. FINANCIAL PROVISIONS

3.1 The Charges for this Work Package Contract are set out in Annex 2 to this Work Package Contract.

4. PERMISSIONS AND/OR LICENCES

4.1 The Parties confirm that no special licences or permissions are required in relation to this Work Package, or that any such licences or permissions have already been obtained.

INVOICING DETAILS

4.2 For invoicing purposes:

(a) all invoices shall be submitted in electronic form to the Client at the following email address:

invoices@nationalhighways.co.uk

with a copy to Client's key Work Package personnel specified in 1.4 above.

SIGNED by

Duly authorised for and on behalf of National Highways Limited

[Signature via DocuSign will appear at the end of the document]

..... Date:

SIGNED by

Duly authorised for and on behalf of the Supplier

[Signature via DocuSign will appear at the end of the document]

..... Date:

Annex 1

WORK PACKAGE SCOPE

The Client's brief for the Work Package is attached as Annex 1

Annex 2

WORK PACKAGE CHARGES

The Work Package costs are identified in the document attached as Annex 2. A separate copy of Annex 2 shall be completed for each work instruction under this Work Package.

The maximum price for CEF02 is £400,000.00 (excluding VAT). The Client makes no commitment that the full value shall be utilised. Per special term 2.2.6 of this Work Package, any unused funds that remain on expiry shall be returned to the framework for reallocation in new Work Packages.

The timeframe for invoicing and payments is set out in clause 6 of the Agreement.

Annex 3

SUPPLIER'S SOLUTION

The supplier shall deliver the Work Package in accordance with their quality plan for the delivery of the framework. Any requirements of delivery specific to this Work Package will be provided in a separate document.

For this Work Package:

- A separate document is not required.