



<b>Framework:</b>	<b>Client Support Framework</b>
<b>Supplier:</b>	[Redacted]
<b>Company Number:</b>	<b>06458527</b>
<b>Geographical Area:</b>	<b>National</b>
<b>Project Name:</b>	<b>LNA FY22-23 Programme Consulting Support Lot 2</b>
<b>Project Number:</b>	[Redacted]
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option E</b>
<b>Contract Number:</b>	[Redacted]
<b>Stage:</b>	<b>Study_or_Service_NOT_Design</b>

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 19 October 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* Statements given in all Contracts

#### 1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main  
Option

Option E

Option for resolving and  
avoiding disputes

W2

Secondary Options

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 cost planning consultant to support delivery of non recovery works programme 22-23

The *Client* is

[REDACTED]

Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is

[REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

The Scope is in

LNA FY22-23 Programme Consulting Support Scope v2

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>	£5 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 £5m 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		£5 million

## 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	<a href="#">'to be confirmed'</a>
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.

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]  
[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option E	45 00%
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The *key persons* are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

[REDACTED]  
[REDACTED]  
Refer to scope  
Refer to cv  
Refer to 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  
Availability of the named resource

**3 Time**

The programme identified in the Contract Data is  
As Contract Data Part One

**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]

Address for electronic communications  
[REDACTED]

Name (2) [REDACTED]  
Address for communications  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications  
[REDACTED]

**X10: Information Modelling**

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

## 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 6 years 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



# Contract Execution

## Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the

19/10/2022

Signature

Date

Project Executive

Role

## Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of

30/09/2022

Signature

Date

Director

Role

Director

[REDACTED]

[REDACTED]

## 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	
Date	8 June 2022
Version number	V2
Author	

### Revision history

Revision date	Summary of changes	Version number
9/06/2022	First Draft	v1
14/06/2022	Second Draft	v2

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
412_13_SD01	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, as follows:

### Sub-Category 1

Project Development Consultant (1 number, utilisation 60-100%)

### Sub-Category 2

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

### 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* for each sub-category.

### **Sub-Category 1 – Project Development Consultant**

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

- Agree projects needs and requirements with the *Client's* Senior User and key stakeholders.
- Produce a summary document of project options identification and project appraisals.
- Options appraisals note including analysis of the programme and costs to support preferred solution selection.
- Consider where applicable innovation and technology that can be embedded throughout the project, evaluating on a risk and opportunity basis

- Support in ensuring the Project Preferred Option costing is within set tolerances, at the earliest opportunity, including input into funding options where feasible.
- Contribute to the development of the departmental business plan, providing professional / technical expertise to support operational priorities in line with legislation, *Client* policy and required environmental outcomes.
- Produce project business cases as per [REDACTED] and the *Client* requirements.
- Risk Register comprising risk identification, evaluation and mitigation measures, including probabilistic approaches.
- Development of project delivery plans and programme integration strategies.
- Develop and maintain a full project plan and programme to ensure that the Scope, objectives, and deliverables are clear, tracked and completed. This should include key risks and mitigation and a communications & engagement plan.
- Develop and maintain weekly progress reports on the projects and programme with focus on critical path and key milestones and to provide to the *Client* and discuss.
- Securing timely projects related approvals from internal and external key decision makers and Statutory Authorities.
- Collaborative planning, achieving buy-in and engagement of all stakeholders.
- Liaisons with Statutory Utilities
- Securing timely Environmental permits, Entry into water permits, Natural England approvals, MMO Licence, Highway closures/restrictions and other projects related approvals.
- Development of new project Scopes, baseline project schedules, deliverables, milestones, baseline cost plans, risk and opportunity management plans.
- Identify opportunities and risks, the measures required to mitigate, quantification, and the allocation of residual risk to the party best placed to manage the residual impacts as part of the integrated project risks register.
- Support in the identification of project efficiencies through active contribution to the Efficiency Target and in the Efficiency Register
- Develop, maintain and report monthly upon the Whole Life Programme for the project. *The Client's* project manager remaining accountable for the programme.
- Advise, support and contribute to the *Client* Programme, Performance and Portfolio Management
- Organise Risk Workshop(s) with the relevant parties including the *Client* where required.
- Baseline and change control management.
- Input into procurement strategies including procurement options and contract strategy to achieve value for money.
- Production of NEC4 tender documentation and specification and supply chain KPIs.
- Produce dashboard reports to update the programme board on projects and programme progress and performance.
- Projects and programme delivery to budget, time and specification.
- Conduct projects assurance and gateway reviews.
- Health and Safety Risk Management.
- Arrange lessons learnt meeting with the relevant parties & report findings to the *Client* where necessary.
- Update efficiency register and provide monthly report on relevant changes.
- Co-ordination of supply chain performance assessment/KPIs and production of quarterly report.
- Participate in or lead local projects and working groups to achieve well planned and managed integrated solutions that progress effective change and improvement in the organisation and support the best environmental outcomes.
- Seek to influence customers and build strong partnerships with key stakeholders, customers and suppliers, internally and externally to maintain a positive *Client* reputation, response and effective resolution of issues.
- Encourage and develop a safety conscious culture within the team to drive best practice across partner organisations and communities.

## Sub-Category 2 – Senior Cost Planning Consultant

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

- Developing baselines cost estimates and robust cost plan so that budgets could be clearly defined, benchmarked and baselined for the planning, development and delivery stages to seek maximum value for money.
- Provision of initial cost estimates and cost plan for project life cycle.
- Options appraisal documenting the review of options, including analysis of the costs to support the preferred solution selection.
- Provide market relevant advice to support on project whole life costs (and carbon), e.g. compensation exposure for third parties, input into the Pricing Strategy, and setting adequate budgets.
- Contribute to the development of the departmental business plan, providing professional / technical expertise to support operational priorities in line with legislation, *Client* policy and required environmental outcomes.
- Integrated cost and carbon target setting, forecasting, actuals, assurance and reporting, estimating, modelling and benchmarking using a full suite of top-down and bottom-up approaches.
- Cost and price investigation and supplier bid assurance in collaborative, single-source commercial environments.
- Cost analysis and benchmarking against in-house cost data to focus on achieving cost efficiencies.
- Produce a risk assessment comprising risk identification, evaluation and mitigation measures including probabilistic approaches.
- Project Controls (including gathering, analysing, monitoring, reporting and managing costs on an on-going basis).
- Data analysis and reporting (deriving new knowledge from data, detailed analysis of a range of data including information that may sit outside of the *Client*, including business intelligence (BI) tools and approaches and associated programming capability)
- Review of key cost drivers to achieve most economical solution and to deliver value engineering initiatives.
- Determining the total cost of materials, equipment, utilities, and labour for construction projects.
- Preparing estimates for planning, organising, and scheduling project work.
- Regularly reporting to Management and keeping the *Client* updated on the project status.
- Formulating contingency plans and effectively managing risks that might impact cost and time estimates.
- Keeping track of the latest estimating technology and industry-related techniques.
- Providing cost estimating and cost planning for project life cycle to support efficient delivery of the projects.
- Provide a monthly forecast and expenditure profile which is in line with the Whole Life Programme and the *Client* gateways.
- Support to project teams in providing accurate and validated information for Project Cost Tool (PCT) updates.
- Track project costs against approved values and current forecasts for each of the principal cost headings (e.g. *Client* internal costs, supplier consultancy costs, supplier construction costs, third party costs (land/compensation), risk, and other costs). In consultation with the Project Manager update monthly monitoring sheet with summary

data of all costs, identify significant changes and contribute to the drafting of exception reports when costs exceed tolerances.

- Attend review meeting with project teams.
- Provide a commercial review of all costs included in submissions from the design *Consultant* or *Contractor*.

### **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* 'Environment Agency Operational Instructions' 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