



Department for Transport

Steer Davies & Gleave Limited
28-32 Upper Ground
London
SE1 9PD

Via email to:

Commercial Relationship Manager
Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR

Mobile:

E-mail:

Website: www.gov.uk/dft

31 March 2021

Dear ,

Procurement Reference TTWO0124 Cycle Infrastructure Design Advice for HS2 works

On behalf of the Secretary of State for Transport, I am writing to thank you for your proposal which was submitted in response to the Department's Work Package Request for the above work package on 24 March 2021.

Your proposal has been carefully evaluated and I am pleased to inform you that your well-presented proposal has been successful.

Please find below high-level feedback against the evaluation:

Feedback

Question	Score	Commentary
Knowledge of cycle network and road around West Midland, and the impact of the HS2 route on current and planned cycle networks within the corridor from Buckinghamshire to Crewe.		
Expertise in the application of Transport for the west Midlands Cycle Design Standards to the highway network.		
Knowledge and expertise in the design, cost and delivery of off road greenways to National cycle network (NCN) standards, including land assembly and relationships with public and third sector bodies, specifically Network rail, Canal and River		

THIS AGREEMENT is made on the 31 March 2021

BETWEEN:

- (1) **Department for Transport;** and
- (2) **Steer Davies & Gleave Limited, 28-32 Upper Street, London, SE1 9PD** (“the *Supplier*”).

WHEREAS:

- (A) The Consultant has been appointed to the Specialist Technical Advice for Rail and other Transport Modes (STAR *Two*) Framework and has entered into a framework agreement in relation to its appointment (the “Framework Agreement”).
- (B) The *Employer* wishes to appoint the Consultant to provide certain services outlined in the Department’s Work Package Request issued on **24 March 2021** and subsequent clarifications. The contract has commenced on **3 March 2021** and is expected to conclude on **2 December 2021**. The Department at its sole discretion can exercise to extend this contract for a further term for up to 6 months. The budget for this piece of work is £70,000.00.
- (C) The Consultant has submitted a Proposal dated **24 March 2021** in response to the *Employer’s* Work Package Request Form in accordance with terms of the Framework Agreement. The *Employer* has examined the Consultant’s said tender and subject to the provisions of this contract is willing to engage the Consultant to carry out those services in accordance with this contract.

NOW IT IS AGREED THAT:

1. In this Agreement, unless the context otherwise requires, words and expressions have the same meanings as set out in the NEC4 Professional Services Contract *Conditions of Contract*.
2. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:

- (i) The NEC *Conditions of Contract* are the NEC4 Professional Services Contract dated June 2017;
 - (ii) The Contract Data Part One (see attachment) including, the Option Z clauses set out in the Contract Data Part One;
 - (iii) The Contract Data Part Two;
 - (iv) The terms of the Framework Agreement insofar as they relate to the provision of services;
 - (v) Your resource and pricing schedule under your reference “Section 2.3 – Staff Rates”, dated **24 March 2021** where the services will be priced on a *per diem* basis
 - (vi) Your signed COI declarations dated (see attached).
3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1) in accordance with this contract.
4. Given the sensitive nature and the Specialist Technical Advisory resource required for this project over this period, should the named resource not be available the Supplier will:
- notify DfT in writing immediately using the Change Control Form
 - provide suitably qualified and experienced resources, who will work to an equivalent standard
 - the Supplier will cover all costs of hand-over to the new resources including:
 - making them available for hand-over meetings with the named resources
 - only charging DfT for the new resources once they are fully up to speed and productive
5. The *Supplier* reaffirms that, under Section 14 of the Framework Agreement, the *Supplier* acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services.
6. In consideration of the provision by the Supplier of the Services the *Employer* shall pay to the *Supplier* the amount due in accordance with this contract.

7. You must be in possession of a purchase order (PO), before commencing any work under this contract. You will be informed of the PO for this contract in due course. Prior to issuing an invoice to the below address, a Schedule 10 application for payment must be sent to and approved by the Contract Manager. Invoices submitted to the Department **must also quote the PO number** and must be submitted as directed in the PO to:

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

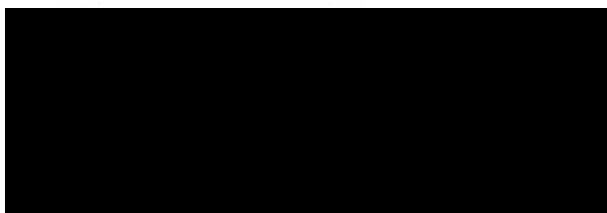
8. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Parties provided that this is without prejudice to the *Employer's* rights to issue instructions in accordance with this contract.
9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and contact [REDACTED] to discuss arrangements for the continuation of this work package.

Yours sincerely,

[REDACTED]

IN WITNESS WHEREOF the Parties have entered into the Agreement on the date written above.

Signed by:



Position: **Commercial Relationship Manager**

On behalf of the Secretary of Transport (*Employer*)

and

Signed by:



Name:



Position:



On behalf of Steer Davies & Gleave Limited (*Supplier*)