



**National Highways Limited**

## **Scheme Delivery Framework (SDF)**

### **PSC Scope**

**September 2021**

## CONTENTS AMENDMENT SHEET

Amend No.	Revision No.	Amendments	Initials	Date
0	0	Contract Issue	AJP	Sept 21

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## 1 GENERAL

### 1.1 Defined Terms

- 1.1.1 In the Scope, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the *conditions of contract* or have the meaning given to them elsewhere.
- 1.1.2 The defined terms used in the Scope and Framework Information are in [Appendix 1](#).
- 1.1.3 Terms identified in capital letters and inverted commas are reference documents as listed in [Appendix 2](#).

### 1.2 Description of the Service

- 1.2.1 In Providing the Service the *Consultant* supports the *Client* to achieve its vision, goals and objectives defined in [Appendix 3](#), as modified and updated by the *Client* as required.
- 1.2.2 The *service* to be provided in this contract relates to highway maintenance, renewal and small improvement design and associated services for the Sublot, including:
- structures,
  - landscaping,
  - pavements,
  - drainage,
  - traffic modelling,
  - traffic signals,
  - geometrical designs,
  - geotechnics,
  - technology,
  - lighting,
  - motorway communications,
  - environmental,
  - noise quality (including non-invasive surveys),
  - air quality (including non-invasive surveys),
  - vehicle restraint systems,
  - site supervision,
  - stakeholder engagement/ consultation
  - depots

- supporting the preparation of contract documents
- third party design reviews (including S278 design reviews)

1.2.3 The *Client's* Sublots are set out in [Appendix 2](#).

1.2.4 An anticipated programme of work is contained in the Package Order.

1.2.5 Under the CDM Regulations 2015, the *Consultant* is principal designer when instructed by the *Service Manager*.

1.2.6 Constraints on how the *Consultant* Provides the Service are set out in the Framework Information and its Appendices and in this Scope and its Annexes.

1.2.7 This Scope confirms some requirements which may be supplemental to requirements contained elsewhere in this contract, such as the Framework Information, Conditions (as defined in the Agreement) or the Contract Data.

1.2.8 Where specified as included in a Work Order, the services are defined in the following sections:

- mobilisation
- community
- design validation
- inspect asset
- identify network needs
- develop network investment needs
- design schemes
- deliver schemes
- deliver incident response (rapid response)
- demobilisation

1.2.9 In Providing the Service, the *Consultant*:

- ensures that the key objectives for this contract set out in [Appendix 3](#) are met, including designing and implementing processes and procedures in its Quality Plan in a manner that achieves the key objectives and continually looks to identify new innovative more efficient ways of delivering the key objectives,
- minimises the risk of damage or disturbance to or destruction of third party property, and

- ensures the *Client* and *Others* with statutory duties or functions in relation to the strategic road network or other adjoining roads are able to perform those duties and functions unimpaired.

1.2.10 The *Consultant* cooperates with the *Service Manager* in obtaining and providing information which they need in connection with the highway assets.

1.2.11 The *Consultant* manages its activities to support the *Client* to achieve the targets in the *Client's* business plan as modified during the contract.

### 1.3 Reference Documents

1.3.1 The *Client's* reference documents which define requirements to Provide the Service are listed in [Appendix 2](#).

1.3.2 To Provide the Service, the *Consultant* complies with the requirements of the reference documents as amended during the contract.

## 2 MOBILISATION

### 2.1 Mobilisation

2.1.1 When instructed via a Work Order, the *Consultant* designs and documents a mobilisation plan and submits it to the *Service Manager* for acceptance within two weeks of the instruction.

2.1.2 The mobilisation plan includes all the tasks, methodologies, dates and timescales necessary during mobilisation to Provide the Service of future Work Orders under the framework contract.

2.1.3 When instructed under a Work Order, the *Consultant* delivers the activities in accordance with the mobilisation plan by the Work Order *completion date* and specifically

- prepares and manages a risk register relating to mobilisation tasks:
- produces the individual [Appendix 4](#) processes,
- submits the design validation process to the *Service Manager* for acceptance within two weeks of the *starting date*. The requirements for design validation are defined in section 3,
- manages the mobilisation plan,
- identifies key staff and their roles,
- prepares and issues the Quality Plan to the *Client* no later than the *completion date*,
- liaises as appropriate with the Outgoing Consultant, any other consultant of the *Client* on schemes within the Sublot, and any relevant authority, to ensure smooth transitional



arrangements. The *Consultant* becomes familiar with any residual duties to be performed by the Outgoing Consultant and any ongoing work being performed on the schemes within the Sublot and advises the *Client* as appropriate,

- advises the *Client* of any additional services, which the *Consultant* considers appropriate to be performed during mobilisation no later than three weeks after the *starting date*,
- develops a formal health and safety management system in accordance with paragraph 1.2.1 of [Appendix 10](#),
- prepares a Health and Safety Maturity Matrix action plan in accordance with paragraph 1.3.1 of [Appendix 10](#),
- prepares a business continuity plan that complies with ISO22301:2019 or best industry practice and submits the draft plan to the *Client* no later than one month before the *completion date* for comment. The *Consultant* finalises the business continuity plan no later than the *completion date*,
- have information systems in place in accordance with paragraph 1.2.1 of [Appendix 5](#),
- submits an information security plan no later than the *completion date*,
- ensures employees and Subcontractors are fully aware of the operation and requirements of this contract, their role and the Quality Plan,
- identifies and manages risks associated with the Consultant's employees who are transferred from the Outgoing Consultant where applicable,
- develops collaborative relationships with other Partners in the Communities,
- participates in the establishment of the Communities,
- attends a one day *Client's* workshop to review use of lean principles for continual improvement,
- takes all reasonable steps to obtain from the Outgoing Consultant and the *Client*, all records, programmes and other information necessary or required for the carrying out of its duties under this contract,
- prepares a records policy document including the disposal of records based upon the *Client's* records policy and submits it to the *Service Manager* for approval,
- produces an evidence based Inclusion Action Plan in accordance with paragraph 4.1.2 of [Appendix 13](#),
- assists the *Service Manager* to gather and analyse customer and communities intelligence in accordance with section 4 in [Appendix 13](#),

- produces apprenticeship proposals in accordance with section 4 of [Appendix 13](#),
- submits a transition plan to the Client for acceptance, no later than two months after the mobilisation Work Order *starting date*.

2.1.4 The *Consultant* includes the transition plan in its quality management system. The transition plan details how the *Consultant* is to Provide the Service from the go live and

- details how employees and Sub-contractors will be further developed following mobilisation into this contract, their role and familiarity with the Quality Plan,
- identify and manage risks associated with the *Consultant's* employees who are transferred from the Outgoing Consultant where applicable,
- include procedures which set out the *Consultant's* approach to the transition of its employees where applicable, and
- details how implementation of this transition plan will be monitored.

## 2.2 Demobilisation

2.2.1 When instructed via a Work Order, the *Consultant* delivers the following information to the *Client* for acceptance:

- all relevant inventories and records including any electronic inventories/records,
- records of all services carried out,
- a report on all outstanding defects, work in progress and the *Consultant's* assessment of all duties that would appropriately be performed by the *Consultant* after the end of the contract.

2.2.2 All information must be in a readily accessible format agreed with the *Service Manager*, and is to include the relevant software licenses. A draft of the information is provided three months before the *completion date* and is finalised one week before the *completion date* or at a time agreed with the *Service Manager*.

2.2.3 The *Consultant*:

- makes all necessary data available and provides all necessary facilities, including accommodation (co-located designer only) (as stated in this contract) advice and assistance to enable the Incoming Consultant to perform its duties,
- co-operates with the Incoming Consultant and the *Client* to discuss and agree a detailed plan to ensure a smooth transfer of operation,
- (if a co-located designer) vacates and hands back premises provided by the *Client* in good order at the *completion date*, and

- transfers all digital information that is accumulated as a result of Providing the Service to the *Client*, other than the *Consultant's* digital information relating to the acquisition and management of the *Consultant's* resources, at the end of the contract.

### **3 SERVICE REQUIREMENTS**

#### **3.1 Design Validation**

- 3.1.1 The *Consultant* identifies and procures resources to undertake any design validation as instructed by the *Client* via a Work Order. Design Validation occurs after submission and acceptance of the design validation process in 2.1.4.
- 3.1.2 Details of the designs that require design validation are confirmed during mobilisation.
- 3.1.3 Design validation services comprise all reviews of the designs carried out by the Outgoing Consultant that the *Consultant* considers necessary to enable the *Consultant* to accept full design liability for the already-prepared designs as if they were their own designs.
- 3.1.4 For each design the *Consultant* certifies that it accepts the design liability. For any design that it does not accept design liability, they agree with the *Client* full reasons why the design liability cannot be accepted.

#### **3.2 Inspect Asset (optional)**

- 3.2.1 When instructed by the *Client* using a Work Order, the *Consultant* carries out asset condition inspections on all asset types including:
  - Highways
  - Structures
  - Drainage
  - Geotechnical
  - Soft Estate
  - Trees

#### **3.3 Identify Network Needs (optional)**

- 3.3.1 When instructed by the *Client* using a Work Order, the *Consultant* provides technical advice to support the *Client* with the identification of network needs and collates future asset needs.

#### **3.4 Develop Network Investment Needs (optional)**

- 3.4.1 When instructed by the *Client* using a Work Order the *Consultant* provides technical advice to support the *Client* with the development of scheme options to address identified investment needs.

### 3.5 Design Schemes

3.5.1 The *Consultant* creates solutions ready for construction that embrace innovation at all stages.

3.5.2 Where instructed by the *Client* under a Work Order, the *Consultant*:

- undertakes the role of principal designer under the CDM Regulations
- undertakes new scheme designs and/or reviews or completes the scheme designs undertaken by Others,
- engages with the *Client's* contractors to support the design,
- prepares specifications for technical surveys and testing to be undertaken by Others where necessary to support the design,
- undertakes surveys, studies and any other works necessary to support the design,
- reviews designs from third parties including developers, and
- prepares tender and contract documentation to various forms of contract.

### 3.6 Deliver Schemes

3.6.1 The *Consultant* supports the construction of defect free works as designed and planned including the mitigation of risk and the avoidance of site changes.

3.6.2 When instructed by the *Client* using a Work Order, the *Consultant*:

- undertakes the role of principal designer under CDM Regulations,
- provides design support for schemes during construction, including clarification of designs, re-design of the works and supporting the *Client's* site supervisor in inspections and supervision of construction,
- prepares as constructed drawings in consultation with contractors and provides the data and documentation in the *Client's* Building Information Modelling (BIM) format for the *Client* to input into the *Client's* electronic system,
- prepares the Health and Safety Files,
- attends arbitration, alternative dispute resolution proceedings, consultation, inquiries and legal proceedings

3.6.3 The *Consultant* provides the Health and Safety File to the *Service Manager* within 4 weeks of the *Client* certifying completion of the Scheme.

### 3.7 Deliver Schemes (optional)

- 3.7.1 When instructed by the *Client* using a Work Order, the *Consultant* provides site supervision services.

### 3.8 Traffic Management and Access to the Network

- 3.8.1 The *Client* provides traffic management necessary to allow the *Consultant* to Provide the Service.
- 3.8.2 The *Consultant* requests road space from the *Client* in accordance with the Network Occupancy Requirements in [Annex 5](#).
- 3.8.3 The *Consultant's* staff do not access the network without the appropriate induction by the *Consultant* and notifying and gaining approval from the *Client's* Regional Operations Centre.

### 3.9 Deliver Incident Response (Rapid Response)

- 3.9.1 If agreed and instructed by the *Service Manager*, the *Consultant* provides incident response services in relation to the Sublot to comply with the requirements in [Annex 5](#).
- 3.9.2 The *Consultant* reports to the *Service Manager* any instruction received from the emergency services.

### 3.10 Office Space

- 3.10.1 Permanent office space, furniture and facilities which are to be provided by the *Client* for use by the Lot 12.1 *Consultant* are shown in Tables 1-6 below.
- 3.10.2 The Lot 12.1 *Consultant* occupies and uses the office space only to Provide the Service.
- 3.10.3 The Lot 12.1 *Consultant's* occupation of the office space is as licensee only and the Parties do not intend to create any relationship of landlord and tenant or other interest in land.

**Table 1 – Premises, equipment and facilities supplied by the *Client* for Sublot 12.1/E**

Item	Quantity	Comments
<b>Office 1 – Woodlands</b> <b>Address – Manton Lane, Bedford, MK41 7LW</b> <b>access date – 4<sup>th</sup> January 2025</b>		
Work Stations	10	Work stations including desk, chair and storage space.  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	0	Design consultant will have to make their own arrangements for car parking

<b>Office 2 – Waterbeach</b> <b>Address – Building 1000, Cambridge Research Park, CB25 9PD</b> <b>access date – 4<sup>th</sup> January 2025</b>		
Work Stations	10	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	0	Design consultant will have to make their own arrangements for car parking

**Table 2 – Premises, equipment and facilities supplied by the *Client* for Sublot 12.1/M**

Item	Quantity	Comments
<b>Office 1 – Stirling House</b> <b>Address – Sherwood Business Park, Nottingham, NG15 0DS</b> <b>access date – 1<sup>st</sup> December 2021</b>		
Work Stations	40	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	N/A	Allocated on a first come first served basis
<b>Office 2 – Pytchley Depot</b> <b>Address – Motorway maintenance compound, Pegasus Court, Kettering NN15 6XS</b> <b>access date – 1<sup>st</sup> December 2021</b>		
Work Stations	30	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	N/A	Allocated on a first come first served basis
<b>Office 3 – name TBC</b> <b>Address – Central Birmingham (exact location TBC)</b> <b>access date – 1<sup>st</sup> July 2022</b>		
Work Stations	55	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	0	Design consultant will have to make their own arrangements for car parking
<b>Office 4 – name TBC</b>		

<b>Address – Telford (exact location TBC)</b> <b>access date – 1<sup>st</sup> July 2022</b>		
Work Stations	25	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	25	

**Table 3 – Premises, equipment and facilities supplied by the *Client* for Sublot 12.1/NE**

Item	Quantity	Comments
<b>Office 1 – Calder Park</b> <b>Address – Peel Avenue, Wakefield, WF2 7UA</b> <b>access date – 1<sup>st</sup> April 2022</b>		
Work Stations	40	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	0	Design consultant will have to make their own arrangements for car parking
<b>Office 2 – Darlington</b> <b>Address – Great North House, 20 Allington Way, Darlington, DL1 4DY</b> <b>access date – 1<sup>st</sup> April 2022</b>		
Work Stations	30	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	0	Design consultant will have to make their own arrangements for car parking

**Table 4 – Premises, equipment and facilities supplied by the *Client* for Sublot 12.1/NW**

Item	Quantity	Comments
<b>Office 1 – Birchwood</b> <b>Address – Atlantic House, Birchwood Boulevard, Warrington, WA3 7WD</b> <b>access date – 1<sup>st</sup> April 2024</b>		
Work Stations	40	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement

Car Park Spaces	0	Design consultant will have to make their own arrangements for car parking
<b>Office 2 – Preston</b> <b>Address – Falcon House, Ground Floor, Unit 1, Fulwood Park, Caxton Road, Preston, PR2 9NZ</b> <b>access date – 1<sup>st</sup> April 2022</b>		
Work Stations	24	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	0	Design consultant will have to make their own arrangements for car parking
<b>Office 3 – Penrith</b> <b>Address – Newlands, Unit 1A, Brewery Lane, Penrith, CA11 7FN</b> <b>access date – 1<sup>st</sup> April 2022</b>		
Work Stations	20	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	0	Design consultant will have to make their own arrangements for car parking

**Table 5 – Premises, equipment and facilities supplied by the *Client* for Sublot 12.1/SE**

Item	Quantity	Comments
<b>Office 1 – Basingstoke</b> <b>Address – Office V3 Viables, Jay Close, Basingstoke, RG224BS</b> <b>access date – 21<sup>st</sup> September 2021</b>		
Work Stations	50	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	25	
<b>Office 2 – Maidstone</b> <b>Address – 5 (was Whealdon House) Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN</b> <b>access date – 2<sup>nd</sup> November 2021</b>		
Work Stations	39	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement



Car Park Spaces	25	
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**Table 6 – Premises, equipment and facilities supplied by the *Client* for Sublot 12.1/SW**

Item	Quantity	Comments
<b>Office 1 – Ash House</b> <b>Address – Falcon Road, Sowton Industrial Estate, Exeter, EX2 7LB</b> <b>access date – 1<sup>st</sup> July 2022</b>		
Work Stations	23	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	Approx. 80-90	Allocated on a first come first served basis
<b>Office 2 – Notter Bridge Depot</b> <b>Address – Notter Bridge, Saltash, PL12 4RW</b> <b>access date – 1<sup>st</sup> July 2022</b>		
Work Stations	3	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	3	
<b>Office 3 – Brunel House</b> <b>Address – 930 Hempton Court, Aztec West, Bristol, BS32 4SR</b> <b>access date – 1<sup>st</sup> July 2022</b>		
Work Stations	26	Work stations including desk, chair and storage space  This allowance does not account for any COVID-19 social distancing requirement
Car Park Spaces	Approx. 160	Allocated on a first come first served basis

3.10.4 The *Client* provides the lot 12.1 *Consultant* with all equipment and facilities listed in Tables 1-6, including:

- structural communications cabling between the communications rooms and allocated workstations,
- space within communications rooms for server installation,
- utilities supply for the office space excluding broadband.

3.10.5 The *Consultant* provides all necessary equipment to Provide the Service. Table 7 includes an indicative but not exhaustive list of items which the *Consultant* may provide.

**Table 7 – Premises, equipment and facilities supplied by the *Consultant* (Indicative)**

Item	Comments
Premises	Where not provided by the <i>Client</i> , or where required in addition to those provided by <i>Client</i> in order to Provide the Service.
IT	Including computer, screens, servers, broadband connections and all other IT hardware and all software.
Telephones	Including handsets, cables and all connections.
Vehicles certified as compliant to Chapter 8 of the Traffic Signs Manual	Vehicles for use by <i>Consultant</i> on the Sublot
PPE Equipment	

## **4 COMMERCIAL MANAGEMENT**

### **4.1 Instruction and Payment Requirements**

- 4.1.1 The *services* are instructed via Work Orders in accordance with the Quotation Procedure in [Appendix 15](#).
- 4.1.2 The payment basis for each of the work items in the Scope is detailed in the Work Order schedule.
- 4.1.3 The form of Work Brief is in [Appendix 2](#). This is an example only and subject to amendments/further development.
- 4.1.4 The form of Work Order is in [Appendix 2](#). This is an example only and subject to amendments/further development.
- 4.1.5 The *quotation information* is used as a basis to calculate the total of the Prices for each Work Brief.
- 4.1.6 It is anticipated that the staff roles in the *quotation information* are representative of most of the roles likely to be required to complete each Work Brief.
- 4.1.7 The *maximum staff rates* are adjusted annually for inflation in accordance with Clause Z100 of the conditions of contract.

4.1.8 The *maximum staff rates* are the *maximum staff rates* regardless of whether the individual used to comprise the *maximum staff rate* is directly employed staff or subcontracted.

4.1.9 The *maximum staff rates* and *staff rates* are inclusive of the Fee.

### **Option C Work Orders**

4.1.10 When the *Service Manager* instructs the *Consultant* to submit the total of the Prices for an Option C Work Brief:

- the *maximum staff rate* or the *staff rate* (whichever is less) for each role required to deliver the scope of the Work Brief is used to prepare the total of the Prices for *services* to be undertaken by the *Consultant*.
- the *maximum staff rate(s)* or the *staff rate(s)* used to calculate the total of the Prices for each Work Order, are those agreed on the date of the Work Brief.
- the *Consultant* prepares the total of the Prices for each Work Order using the templates provided by the *Client*. The Prices are built up from individual activities that make up the Work Brief. The Price for each individual activity is calculated as the sum of the following;
  - for People, multiplying the quantities (hours) assessed by the Consultant, by the corresponding *staff rate* or maximum staff rate (inclusive of fee),
  - totalling the sum of Charges plus Fee and;
  - totalling the sum of Specialist Subcontractors costs plus Fee.
- the Prices will include all the *Consultant's* risk and allowance for working in all scenarios.
- the location (*Consultant* office UK, *Consultant* office outside UK etc.) and defined cost of each individual involved in the design process shall be used as a basis to determine the appropriate rate used (*maximum staff rate* or *staff rate*) for that individual to calculate the Prices.
- where Sample Schemes have been priced, the most appropriate Sample Scheme in terms of scope, value and complexity is used as the basis for pricing a Work Brief. Any departures from this are to be justified by the *Consultant*. If the parties do not agree on which is the most appropriate Sample Scheme, the *Project Manager* will instruct which Sample Scheme is to be used for pricing purposes.
- if an actual individual activity required to Provide the Service is similar to, but not the same, as an item of work in the Sample Scheme, the *Consultant* uses the scheduled resource costs and outputs in the Sample Scheme as a basis to calculate the total of the new task activity.

- where no similar or equivalent activity is included within the Sample Scheme, the *Consultant* calculates the Prices using the same principles that were used to calculate the Prices for the most appropriate Sample Scheme. The *Consultant* gives the reasons for and method of adjustment of any new Prices.

### Option E Work Orders

- 4.1.11 When instructed by the *Service Manager*, the *Consultant* provides a forecast of the total Defined Cost for the *services* included in the proposed Work Order.
- 4.1.12 The *maximum staff rate* or the *staff rate* (whichever is less) for each role required to deliver the scope of the Work Brief is used to prepare the forecast of the total Defined Cost for works to be undertaken by the *Consultant*.
- 4.1.13 The *maximum staff rate(s)* or the *staff rate(s)* used to calculate the forecast of the total Defined Cost for each Work Brief are those agreed on the date of the Work Brief.
- 4.1.14 The *Consultant* prepares the forecast of the total Defined Cost for each Work Brief using the templates provided by the *Client*. The forecast of the total Defined Cost is comprised of individual activities that make up the Work Brief. The Price for each individual activity is calculated as the sum of the following;
- for People, multiplying the quantities (hours) assessed by the Consultant, by the corresponding staff rate or maximum staff rate (inclusive of Fee),
  - totalling the sum of Charges plus Fee and;
  - totalling the sum of Specialist Subcontractors costs plus Fee.
- 4.1.15 The calculation of the forecast of the total Defined Cost and any subsequent Work Order required to cover *services* which facilitate the delivery of incident response (PSC Scope Reference 3.9) can be submitted, agreed and issued retrospectively. The principles of how to derive the forecast total Defined Cost, as per Clause 4.1.14, shall still apply

## 4.2 Compensation Events

- 4.2.1 The *Consultant* uses the forms provided by the *Service Manager* to notify compensation events. Compensation event quotations are submitted in a format prescribed by the *Client* and are submitted via the *Client's* contract management system.

## 4.3 Payments and Completion

- 4.3.1 The *Consultant* submits applications for payment via the *Client's* contract management system and in accordance with [Annex 1](#).
- 4.3.2 The *Consultant* notifies Work Order completion by submitting a completion certificate form within one week of Completion to the *Service Manager* for acceptance and certification.

- 4.3.3 The *Consultant* submits the final Price for Services Provided to Date for the Work Order within 13 weeks of Completion.

#### 4.4 Cost Capture & Schedule of Cost Components

- 4.4.1 The *Consultant* records cost in accordance with the Schedule of Cost Components and the cost capture data requirements in [Annex 1](#), and submits the records in a format and at intervals to be agreed with the *Service Manager*.

#### 4.5 Cost Verification

- 4.5.1 The *Consultant* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to remove data relating to the assessment of Defined Cost (including Personal Data) from the site and/or the *Consultant's* offices for the purpose of verifying the Defined Cost incurred.
- 4.5.2 The *Client* ensures that data removed from the site for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.
- 4.5.3 The *Consultant* obtains agreement from the data subject for the removal of Personal Data from the site for verification.
- 4.5.4 The *staff rates* are calculated using the same principles and template as the *maximum staff rates*.
- 4.5.5 At the time of calculating the *staff rates* under the Schedule of Cost Components, the *Consultant* provides a certificate from the *Consultant's* Chief Financial Officer or Director of Finance (or an equivalent officer authorised to bind the *Consultant* and agreed in writing by the *Service Manager* before the calculation is carried out) confirming that the calculation;
- is accurate and not misleading;
  - has been prepared in conformity with generally accepted accounting principles within the United Kingdom;
  - is a true and fair reflection of the information included within the *Consultant's* books, management and statutory accounts, and;
  - complies with the contract.

#### 4.6 Optional Service

- 4.6.1 Where part of the service is defined as optional, the *Consultant* only performs that work as is included in a Work Order.
- 4.6.2 Prior to instructing the change to the Work Order scope, the *Service Manager* consults with the *Consultant* and undertakes an assessment to check and agree that the *Consultant* is

capable and has capacity to carry out the service, together with any assessment required to discharge the *Client's* CDM responsibilities.

## 5 RISK MANAGEMENT

- 5.1.1 The *Consultant* operates a risk management system which will comply with the principles, framework and processes in ISO31000.
- 5.1.2 The *Consultant* identifies, manages and mitigates risks to comply with ISO31000 and reports this to the *Service Manager* in a format agreed with the *Service Manager*.
- 5.1.3 The *Client's* risk policy and strategy for the management of risk in [Appendix 2](#) recognises that this is crucial to the successful delivery of its objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
- 5.1.4 Within the risk management framework, the *Client's* risk and issue management principles document in [Appendix 2](#) outlines the approach for the management of risks and issues including system process and supply chain principles. Note: references to MPD in the document is the *Client*.
- 5.1.5 The *Client's* risk and issues management manual provides an overview of the *Client's* approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk process in [Appendix 2](#). Note: references to MPD in the document is the *Client*.
- 5.1.6 The *Client's* risk management process is separate to the contractual early warning process, although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
- 5.1.7 The *Client* has adopted the definition for Risk as defined in [Appendix 1](#).
- 5.1.8 The *Consultant* complies with the risk management requirements described in this section and as contained in the
- risk policy and strategy for the management of risk in [Appendix 2](#),
  - risk and issue management principles document in [Appendix 2](#),
  - risk and issues management manual in [Appendix 2](#),
  - *Clients* risk management system user guide in [Appendix 2](#).
- Note: references to MPD in the documents above should be deemed to be the *Client*.
- 5.1.9 The *Consultant* uses the *Client's* risk management system. Outputs developed through this process may be used in other risk assessments.
- 5.1.10 Not used.

5.1.11 The *Consultant* ensures that risks that could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Service Manager*.

5.1.12 The *Consultant* supports the *Service Manager* in the operation of the *Client's* risk management system in relation to project risks.

## **6 COMMUNITY MANAGEMENT**

6.1.1 When instructed via a Work Order, the *Consultant* participates in and contributes to the requirements of the Community as described in [Annex 2](#).

6.1.2 The *Consultant* develops collaborative relationships with other Partners in the Community.

## **7 CUSTOMER AND STAKEHOLDER LIAISON**

### **7.1 Communications**

7.1.1 The *Consultant* communicates in accordance with the requirements in [Annex 3](#).

### **7.2 Consultations, Inquiries etc.**

7.2.1 The *Consultant* provides advice and assistance and undertakes all duties including attendance at any public meeting, consultation, inquiry or tribunal as instructed. The *Consultant* prepares such documents as may be necessary to enable the *Client* to gain authority for proposed work, and the acquisition of land and rights required for the execution of the work, when instructed by the *Service Manager*.

### **7.3 Specified Agreements**

7.3.1 For any specified agreements as defined in the Work Order, the *Consultant* confers and collaborates with Others to facilitate performance by them of work relating to the obligations of the *Consultant* or which may affect the Sublot.

## **8 NETWORK OCCUPANCY REQUIREMENTS**

8.1.1 The *Consultant* complies with the network occupancy operational requirements in [Annex 5](#).

## **9 CUSTOMER SERVICE**

9.1.1 The *Consultant* carries out the customer service requirements of [Annex 4](#).

## **10 ENVIRONMENTAL MANAGEMENT & SUSTAINABILITY**

10.1.1 The *Consultant* carries out the environmental, social and economic sustainability requirements of [Appendix 13](#).

## 11 GENERAL OBLIGATIONS

### 11.1 Statutory Powers

- 11.1.1 The *Consultant* advises the *Service Manager* where it becomes aware that it is necessary or beneficial for the *Client* to use its statutory powers to support the *Consultant* to Provide the Service.
- 11.1.2 The *Consultant* if instructed by the *Service Manager* supports the *Client* in discharging its statutory powers.

### 11.2 Arbitration and Legal Proceedings

- 11.2.1 The *Consultant* assists with and attends arbitration, alternative dispute resolution proceedings, consultation, inquiries, and legal proceedings under a contract with Others when instructed by the *Client*.

### 11.3 Subcontracting

- 11.3.1 Except as required by the operational requirements of a category purchase agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Consultant* obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000.
- 11.3.2 The *Consultant* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the *Client*) do the same.
- 11.3.3 The *Consultant* ensures that all subcontractors (at any stage of remoteness from the *Client*) are Named Suppliers.
- 11.3.4 The *Consultant* may propose to the *Service Manager* that a subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier.
- 11.3.5 The *Consultant* ensures that all subcontracts with subcontractors (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the subcontract.
- 11.3.6 The *Consultant* may propose to the *Service Manager* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Consultant* does not appoint a subcontractor (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Service Manager* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be an NEC form.



- 11.3.7 The *Consultant* submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Service Manager* for acceptance, and for the purposes of clause 24.4 (where main Option C, D, E or F applies) this paragraph is the *Service Manager's* instruction to the *Consultant* to make the submission. A reason for not accepting the Contract Data is
- it does not comply with the obligations of the contract,
  - it does not align with the risk transfer of the contract or
  - in the opinion of the *Service Manager* it has too high a risk transfer to the proposed subcontractor.
- 11.3.8 The *Consultant* ensures that any subcontract of a subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement contractor.
- 11.3.9 The *Consultant* may propose to the *Service Manager* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement contractor. The *Consultant* does not award such a subcontract that is not capable of being novated to a replacement contractor unless the *Service Manager* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
- 11.3.10 When requested by the *Service Manager*, the *Consultant* executes or procures the relevant subcontractors (at any stage of remoteness from the *Client*), an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

### **Prompt Payment**

- 11.3.11 The *Consultant* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)
- a period for payment of the amount due to the subcontractor (at any stage of remoteness from the *Client*) not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the subcontractor (at any stage of remoteness from the *Client*) has completed from the previous assessment date up to the current assessment date in the contract,
  - a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract,
  - a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant* and

- provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the *Client*) are to be paid within 30 days after the date on which payment becomes due under the contract.

11.3.12 The *Consultant* notifies non-compliance with the timescales for payment

- to the *Client*,
- to the *Service Manager*, and
- through the Cabinet Office Feedback Supplier Service.

The *Consultant* includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the *Client*) to include the same provision in each subcontract with the intention that all subcontractors (at any stage of remoteness from the *Client*) include the same provision.

**Contracts Finder**

11.3.13 The requirements of this section 11.3.13 to 11.3.17 do not apply to subcontracts placed under a Category Purchase Agreement. The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 based on an advertised subcontract value, averaged over the life of the subcontract.

11.3.14 Where the forecast amount due to be paid to the *Consultant* is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the *Consultant*.

- subject to paragraphs 11.3.16 and 11.3.17, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the *end date*.
- within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the *Client*), updates the notice on Contracts Finder with details of the successful subcontractor,
- monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the *end date* and provides reports on this information to the *Service Manager* in the format and frequency as reasonably specified by the *Service Manager* and
- promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

The calculation of £5,000,000 or more per annum in this paragraph is in accordance with footnote 1 to PPN 01/18 in [Appendix 2](#) based on an advertised subcontract value, averaged over the life of the advertised subcontract.

- 11.3.15 Each advert referred to in paragraph 11.3.14 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Consultant*.
- 11.3.16 The obligation at paragraph 11.3.14 only applies in respect of subcontract opportunities arising after the Contract Date.
- 11.3.17 The *Consultant*, may propose to the *Service Manager* for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Consultant* provides a detailed reason for not advertising the specific subcontract opportunity. The *Consultant* provides further detail when requested by the *Service Manager* to assist in its consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from advertising that subcontract opportunity on Contracts Finder.

### **Advertising Subcontracts in accordance with the Public Contract Regulations 2015**

- 11.3.18 The *Consultant* ensures that any subcontracts for the elements of the *service* advised by the *Service Manager* in accordance with paragraph 11.3.2 are
- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”) and
  - are capable of being novated to the *Client* or an Other.
- 11.3.19 When requested by the *Service Manager*, the *Consultant* procures the Relevant Subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or an replacement contractor.
- 11.3.20 The *Consultant* may use the *Client’s* e-tendering system to procure any subcontract required by this section. The *Service Manager* arranges for advice and support on the use of the *Client’s* e-tendering system.
- 11.3.21 The *Consultant* provides to the *Service Manager* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Service Manager* not accepting the draft procurement documents
- do not comply with the Public Contract Regulations, any case law or any EU Regulations,
  - do not comply with or meet the requirements of the contract
  - in the opinion of the *Service Manager*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or
  - do not enable the *Consultant* to Provide the Service.
- 11.3.22 The *Contractor* does not publish any procurement documents until the *Service Manager* has accepted them.

## **11.4 Insurances**

- 11.4.1 The *Consultant* complies with the insurance requirements in [Annex 6](#).