

Schedule 7B

FORM OF AGREEMENT – Short Form

THIS AGREEMENT is made the day of **2020**

CONTRACT NUMBER / SAP PO NUMBER: CC208 – TfL91306 Task 201 PPMC – Sub Lot A Business Case Development.

BETWEEN:

TRANSPORT FOR LONDON, a statutory corporation established under the Greater London Authority Act 1999 of 5 Endeavour Square, Stratford, London, E20 1JN (“the Employer”) which expression shall include its successors in title and assigns;
and

THE NICHOLS GROUP (02930116) whose registered office is at 7-8 Stratford Place, London, W1C 1AY (“the Consultant”).

WHEREAS:

This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of **Project & Programme Management and Commercial Services** dated 24th November 2014 (“the Framework Agreement”). The Employer wishes to have provided Consultancy Services as contained in **Table 3**. The Employer has accepted a proposal (**Table 4**) by the Consultant for the Services in accordance with the Short Form Conditions of Contract.

NOW IT IS AGREED THAT:

Terms and expressions defined in (or definitions referred to in) the short form conditions of contract have the same meanings herein. The Consultant Provides the Services in accordance with the Short Form Conditions of Contract, Tables and Schedules. The Employer pays the Consultant the amount due in accordance with the short form conditions of contract. The documents forming the contract are:

This Form of Agreement duly executed by the Parties;
Short Form Conditions of Contract;
Table 3, Table 4 and Table 5;
The Schedules.

Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

First	:	This Form of Agreement;
Second	:	Table 5;
Third	:	Table 3;
Fourth	:	The Schedules;
Fifth	:	Short Form Conditions of Contract;
Sixth	:	Table 4.

1. Notwithstanding the manner of execution of this Agreement it is agreed that:
 - 1.1 the limitation period within which any claim may be brought by the Employer for breach of this Agreement by the Consultant is 6 years from the date of breach; and
 - 1.2 the Consultant agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

This Agreement has been signed for and on behalf of the Employer and the Consultant the day and year written above.

Signed by
for and on behalf of
The Employer

REDACTED

Signature

REDACTED

Senior Commercial Manager

Print name and position

Date: 11 June 2020

Signed by
for and on behalf of
The Consultant

REDACTED

Signature

REDACTED

REDACTED

Print name and position

Date: 11 June 2020

Table 3, Employer's Requirement:

Overview

The Commercial and Strategic Case Consultant shall deliver the following Services:

- Strategic and Business Planning function within the IPT.
- Support to future updates of the Commercial Case.
- Support to future updates of the Management Case.
- Support the development and compilation of Baseline 3.
- Prepare the Project Execution Plan (PEP) and other management documentation for the next phase of development.
- Prepare the annual Crossrail 2 Business Plan taking cognisance of key project activities including preparation for Spending Review and Safeguarding consultation.
- Align the projects plans with the Integrated Assurance Plan for Crossrail 2.

Specific services include but are not be limited to:

- Provide expertise to support the development of the Commercial Case and Management Case as part of the Outline Business Case
- Provide strategic planning expertise covering the Development Phase and Delivery Phases of the Project.
- Support the development of project and programme management governance and assurance.
- Support contract management activities.
- Support assurance management activities.
- Oversee the production of the project baselines.
- Write and communicate strategies and governance papers.
- Collaborate with business sponsors.
- Influence stakeholder decision making with outputs from strategy formation and development.
- Develop third party agreements with key stakeholders including DfT and Network Rail
- Support development of Sponsor Requirements

Outputs:

The outputs from the Consultant's work will be used to:

- Inform choices regarding the scope and phasing of Crossrail 2;
- Inform updates of the Business Case;
- Inform the funding and financing proposals;
- Inform updates and changes to the Crossrail 2 Baseline; and
- Inform the Spending Review task (expected to be in mid-2020).

Deliverables:

The Consultant shall, as instructed, prepare and deliver:

- Management Case support to IPT – updating the existing case to OBC.
- Commercial Case support to IPT – updating the existing case to OBC.
- Annual Business Plan and business plan scenarios.
- Control schedules for the short and long-term.
- Papers and reports as required for submission to decision making forums.

Outcomes:

The principal outcome of the services will be:

- A robust and compelling Commercial Case.
- A robust and compelling Management Case.
- A Project Execution Plan (PEP) agreed with Sponsors and stakeholders
- Crossrail 2 Business Plan agreed with Sponsors and stakeholders

Table 4, Consultant Proposal:

In summary, the scope covers the provision of commercial and strategic consultancy services to support the development of the project's business case, baselining, bid for development funding and, subject to a positive outcome from the Government's Spending Review (SR20), agreement to an annual business plan for FY20/21, to proceed to the next stage of development - covering the preparation of a Hybrid Bill. The scope also includes support in the development of agreements with NR and DfT, support to assurance and contracts management and the preparation of strategies and governance papers.

Approach to the Delivery of the Services

Our approach to the delivery of the services is influenced by the project's context, our extensive knowledge and experience of the development of Crossrail 2 (CR2) over the past five years, our involvement in the delivery of Crossrail (CR1) since 2005 and other major rail projects and our values. We are able to draw on our experience of most major rail projects in the UK over the past 30 years as well as our experience of the delivery of projects in the energy and defence sectors.

Building on our authorship of the existing Management and Commercial Cases and working with TfL and DfT we will establish which aspects need to be developed next through reviewing the requirements of HMT Green Book and the DfT's guidance for Transport Business Cases. For the Management Case we anticipate majoring on developing the delivery strategy giving consideration to the scope, complexity, risks and challenges of the pre-delivery and delivery phases, the programme and its dependencies, organisational models as well as arrangements for governance, assurance, change control, risk and benefits. For the Commercial Case we envisage the focus being on commercial risk allocation and treatment, translating this into an outline procurement packaging strategy for market testing, sourcing options, pricing and incentives that take into account and respond to the affordability challenge.

In both cases we would seek to develop proposals with the integrated project team (IPT) and sponsors drawing on lessons from other projects (including CR1, HS2), industry developments and government policy (e.g. Transport Infrastructure Efficiency Strategy) and guidance such as the IPA's Project Initiation Routemap.

We will review the current approach to preparing annual business plans and build on this for the FY21/22 plan for implementation in the autumn. We will develop a plan for approval that demonstrates value for money and clearly sets out the objectives, activities by department, programme with milestones and dependencies, outputs, risks, organisation and budgets. We envisage draft plans being established by November for confirmation post SR20. Similarly, we will review the existing management plans to identify potential improvements and envisage the preparation of project plans with different levels of detail covering each of the stages of the project – a summary Project Execution Plan with detailed plans for the Development and Hybrid Bill stages.

More generally, recognising the uncertainties, challenges and complexity of the programme our approach to the delivery of the services will be:

☐ Strategic – to ensure that plans are developed that respond to published policies and strategies, developments in the economy, politics and industry and the affordability challenge;

☐ Founded – to ensure that plans and proposals best reflect the lessons learned from other

projects drawing on our experience of CR1, HS2 and other major comparable projects;

☐ Flexible – to recognise the uncertainties and to develop planning scenarios and plans that allow the scope of work and CR2 resources to flex whilst retaining knowledge and momentum;

☐ Focused – to establish the key priorities with sponsors and to develop plans that incorporate clearly identified milestones and support alignment across the IPT and development team;

☐ Efficient – to understand the relative significance and drivers of different workstreams and to tailor effort to support key decisions and outcomes that deliver value for money;

☐ Collaborative – to work in a seamless fashion within the IPT, with the development team consultants, Network Rail, the DfT and other stakeholders to achieve project goals;

☐ Integrated – to develop plans that align with agreed aims, that include the inputs of the IPT and sponsors, are connected in a logical and coherent manner that highlight interdependencies;

☐ Innovative – to develop solutions from first principles exploring new ways of working and opportunities that deliver short term and longer-term value for money;

☐ Comprehensive – to develop plans that include consideration of all relevant and material factors without producing unnecessary levels of detail; and

☐ Clear – to develop plans that are easily understood by everyone involved in the project.

In delivering the services we will live out our core Nichols values of respect, positivity, openness, gratitude, intuition and creativity, seeking to inspire others and celebrating successes. We have a strong commitment to health, safety and wellbeing in our work and planning.

Programme

Our draft programme for the delivery of the services is aligned with the programmes included in the Part 1 and Part 2 Scope documents. In broad terms we envisage our efforts to be as follows:

Service	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May
CR2 Milestones	BL3			SR20 Submission				SR20 Outcome			RP1	
Business Case	review MC&CC		research key issues			drafting		approvals				
Business Planning	SR20 inputs		draft plan and budget			finalise and approvals						
Management Plans	review and update existing plans						update post SR20					
Support to C&C	support to Commercial & Controls including scheduling, baselining, assurance, contract management, progress reporting											

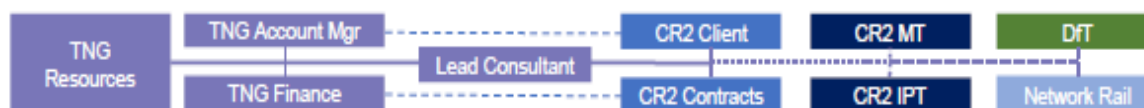
Upon commencement of this contract we will work with the client to refine and confirm this programme, ensuring alignment with the broader Integrated Assurance Plan for CR2.

Organisation

The Employer has established the IPT comprising TfL and Network Rail (NR) interfacing with DfT and TfL sponsor teams and accountable to joint Senior Responsible Owners (SROs) representing the interests of the joint Sponsors. The IPT is supported by a Development Team of other professional services consultants that work collaboratively to deliver the project outcomes. The client for the Commercial and Strategic Case consultant service is the Head of Commercial and Controls. Our Lead Consultant for the services will engage directly

with the client on all aspects of the delivery of the services. Our Lead Consultant will have access to resources within the Nichols Group.

The Nichols account manager for the service will be Katie Hickman. Katie has extensive experience of working within the Civil Service, including for both HM Treasury and DfT developing and approving Business Cases and sponsoring major projects. She will bring these unique insights to the planning and delivery of the services. Our organisation chart is:



Management Plan

We will prepare an appropriately detailed management plan in the early stages of the contract in keeping with the requirements of the Scope Part 1 document and the needs of the client consistent with this Service Delivery Plan and the policies, processes and systems of the IPT and TfL.

Resourcing

In keeping with the guidance in the Scope Part 2 document we will assign a Commercial and Strategic Case Lead and acknowledge that the required input will be between 14 -18 days per calendar month. We will agree the level of resourcing with the client on a quarterly basis taking into account developments on the programme and changes in priorities and or budget, recognising that at times the input required may be less.

Table 5, Contract Particulars:

Contract Number / PO number: **CC208 - PSF91306 Task 201 PPMC Sublot A**

The Contract Commencement Date is: 26th July 2020

The Service Commencement Date is: 26th July 2020

The Term is: **12 months with an option to extend by up to a further 6 months.**

The staff rates are:

Services Lead - Principal Consultant **REDACTED** per day (Key Person Mark Jones)

The Contract Value is **REDACTED**

In accordance with Clause 7.1 of the Short Form Conditions of Contract, the *Employer's Contract Manager* is: Simon Adams

Floor 7, Victoria Station House, London, SW1E 5NE

In accordance with Clause 7.1 of the Short Form Conditions of Contract, the *Employer's Procurement Manager* is: Andrew Robb

Floor 7, Victoria Station House, London, SW1E 5NE

Tel: **REDACTED**

Email: **REDACTED**

In accordance with Clause 8.5 of the short form Conditions of Contract, the **Consultant's Key Persons** are:

Principal Consultant – Commercial and Strategic Case Lead - Mark Jones (see attached CV - Appendix 1)

Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): **7 days**

Special Conditions of Contract: N/A

Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract)

Clause 5.1

Where no alternative is listed, the payment period shall be 4-weekly

Clause 5.4

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

* the period cannot exceed 30 days

Address where invoices shall be sent: Transport for London

Accounts Payable
1st Floor,
PO Box 45276
14 Pier Walk
North Greenwich
London SE10 1AJ

Other:

As you may be aware, the Data Protection Act 1998 (DPA) has been superseded by the General Data Protection Regulation (GDPR) which took effect on 25 May 2018 and imposes new obligations on both data controllers and data processors (as defined in the GDPR).

In accordance with guidance issued by the Information Commissioner's Office, TfL has revised its Data Protection clauses for the framework agreement between the Parties relating to the provision of **Project & Programme Management and Commercial Services** dated 24th November 2014 ("the Framework Agreement").

Appendix 1

Mark Jones - CV

Curriculum Vitae for Mark Jones, Commercial and Strategic Case Lead

REDACTED



REDACTED

REDACTED



ENDS