

Dated

2010

- (1) NORTH EAST LINCOLNSHIRE COUNCIL
- (2) BALFOUR BEATTY WORKPLACE LIMITED

Pricing and Financial Model Schedule 14

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# SCHEDULE 14

### PRICING AND FINANCIAL MODEL

# 1. Definitions

1.1 Defined terms used in this Schedule shall have the meanings set out in clause 1.1 (Definitions) save where defined below:

Expression	Meaning
Annual Service Payment ("ASP")	The annual charge for the Core Services for the relevant Financial Year as shown on the tab Output-19 Sys incl.bid costs line 14 in the Financial Model
Contract Price Index	The index created by the combination of:
RPIX	The index (excluding mortgage interest payments)) published by the Office for National Statistics or failing such publication or in the event of a fundamental change to the index, such other index as the parties may agree, or such adjustments to the index as the parties may agree (in each case with the intention of putting the parties in no better nor worse position than they would have been had the index not ceased to be published or the relevant fundamental change not been made) or, in the event that no such agreement is reached, as may be determined in accordance with clause 46 (Dispute Resolution Procedure (DPR))

Indexation Base Date	1 April 2010
Percentage Change In Salaries	the percentage change in salaries covered by the National Joint Council for Local Government Services pay award which is the Indexation used to calculate the annual change in Salary Costs as further described in paragraph 1.2.
Indexation Review Date	1 April and every 1 <sup>st</sup> April thereafter.
Salary Costs	<ul> <li>those costs directly associated with the employment of staff. This includes salaries or pay, National Insurance, overtime and casual pay but excludes indirect costs such as medical fees, subsistence, staff advertising, interview expenses or training costs.</li> <li>For the purposes of the Financial Model Salary Costs are shown in the tab 'Output-19 Sys incl.bid costs' lines 38, 97 101, 107 to 110 and 118 in the Financial Model.</li> </ul>
Facilities Management Services	means the service set out in <b>paragraph 3.2.13</b> Schedule 29 (Corporate Asset Management Service Information)

#### 1.2 Percentage Change in Salaries

- 1.2.1 Where there is a Local Government Pay Award made, the Council will pass the relevant funds to the Partner, the Partner shall apply these funds to salaries of staff who remain on Council terms and conditions.
- 1.2.2 Where the precise percentage pay award for Local Government employees has not been nationally agreed at the time of the Indexation Review Date then this element of the Contract Price shall not be inflated at the Indexation Review Date but shall instead be delayed until the point at which national agreement is reached.
- 1.2.3 When national agreement has been reached the Contract Price shall be inflated by the percentage change agreed nationally and this change shall

include any back dating required to the start of the Financial Year to which the change applies or such other date specified by NJC.

## 2. Financial Model

2.1 A copy of the Partner's Financial Model for the Partnership is set out in Appendix A.

## 3. Annual Service Payment by Service Area

3.1 The Annual Service Payment (will be indexed) for the Service Areas for the first and subsequent years of the Term shall be:

Year	Architecture	Asset Management	Renaissance	Highways, Transport & Planning	Annual Service Payment
Year 1: 2010/11					
Year 2: 2011/12					
Year 3: 2012/13					
Year 4: 2013/14					
Year 5: 2014/15					
Year 6: 2015/16					
Year 7: 2016/17					
Year 8: 2017/18					
Year 9: 2018/19					
Year 10: 2019/20					
Year 11: 2020/21					
Service Total					

## 4. Periodic Payments

4.1 The Council shall pay the Periodic Payments in accordance with clause 34 (Contract Price and Payment Terms).

The calculation of the Periodic Payment is as follows:

#### Where:

 $ASP_n$  is the Annual Service Payment for the Financial Year (n being the Financial Year)

X is the change in the Contract Price Index for the relevant Financial Year.

M is the number of calendar months within the relevant Financial Year within the Initial Period. For the avoidance of doubt, at the Services Commencement date, this is 9 months within Year 1, 12 months in Years 2 to 10 and 3 months in Year 11.

4.2 The calculation of the change in the Contract Price Index for the relevant Financial Year is:

Where:

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'a' is the value of RPIX falling twelve months prior to the date that falls two months prior to the Indexation Review Date.

'b' is the value of RPIX falling two months prior to the Indexation Review Date.

By way of example: In March 2012, the Indexation Review date is 1 April 2012, therefore 'a' is the value of RPIX at 1 February 2011 and 'b' is the value of RPIX at 1 February 2012.

'c' is the Percentage Change in Salaries.

A is the proportion of the Contract Price Index attributed to the Percentage Change in Salaries.

B is the proportion of the Contract Price Index attributed to RPIx

For the avoidance of doubt, the agreed indexation is applied on a compounding basis. The proportionate values of 'A' and 'B' shall be agreed by the parties annually as part of the annual budget setting process based on proportion of cost in the Financial Model that is Salary Costs and non-Salary Costs respectively.

Where the Service Commencement Date is later than the Commencement Date, the Contract Price for the first year will be reduced pro-rata and the impact of this shall be to reduce the overall number of Periodic Payments.

### 5. Treatment of Year 1 and 11

- 5.1 The Parties acknowledge in Year 1 of this Agreement, the annual budget will be managed for three periods by the Council and for nine periods by the Partner.
- 5.2 The Council shall ensure that from Service Commencement Date to the end of Year 1 there is sufficient resource within the Year 1 budget to make the nine (9) Periodic Payments due to the Partner.
- 5.3 Within twenty (20) Business Days from the Service Commencement Date, the Council shall prepare and issue to the Partner a financial statement of expenditure made from the budget available for the Financial Year 2010/2011 in accordance with the terms of paragraph 4.
- 5.4 The Council's financial statement of expenditure shall include:
  - a review of actual expenditure against profiled expenditure based on the first Quarter of the Financial Year
  - an explanation of any seasonal or periodic payments
  - an explanation of any over or under expenditure against each service budget
  - an explanation of any other "abnormal" or unexpected payments or financial variances
  - an explanation of all "business as usual" expenditure
- 5.5 The Partner shall review the financial statement of expenditure within ten (10) Business Bays of receipt of the same from the Council
- 5.6 The parties shall meet to agree the financial statement of expenditure within a further ten (10) Business Days of the Partner's review of the same
- 5.7 Both parties agree to undertake a reprioritisation exercise in respect of any budget where the financial statement of expenditure highlights a surplus or shortfall in respect of a particular service budget
- 5.8 The parties agree that neither Party shall be disadvantaged as a result of the Service Commencement Date occurring at the beginning of the second Quarter of the Financial Year.

5.9 The final Financial Year of the Term shall consist of a three (3) month period where annual budget is allocated to the Partner (by way of Periodic Payment) and a 9 month period where the budget is allocated to the Council. Following the Termination Date, the Partner shall produce a financial statement of expenditure made from the budget available for the final Financial Year which shall include the details contained in paragraph 4 and present this to the Council for review. The Council shall review the financial statement of expenditure within ten (10) Business Bays of receipt of the same from the Partner following which the parties shall meet to agree the financial statement of expenditure within a further ten (10) Business Days of the Partner's review. The parties agree that neither Party shall be disadvantaged as a result of the Termination Date occurring during the Financial Year.

### 6. Variable Pricing

- 6.1 The Periodic Payments may vary depending on variations in certain volumes as provided for in Appendix C.
- 6.2 Appendix C contains the base volumes and tolerance bands for each element of service within each Service Area. If the limits stated in Appendix C for any item are breached then the provisions of clause 28.5 (Volume Management) shall apply.

#### 7. Work In Progress during Transition

- 7.1 In respect of any work in progress (as set out in Schedule 20 (Work in Progress / In Flight Projects)) if the actual level of the work in progress exceeds the levels stated then the Partner shall notify the Council of this through the 90 Day Plan process (described in Schedule 21) and an Unscoped Change will be triggered and the provisions of clause 28.4 and Schedule 5 (Change Control) may apply.
- 7.2 Where the Council wishes to transfer projects that are underway at the Commencement Date (as described in schedule 20) and such projects are Strategic Projects with no funding allocated to them, , the Partner shall provide a costs estimate (on an Open Book basis) together with a breakdown of activity and resource required to complete the project as part of the 90 Day Plan. The Partner shall present its proposals to the Council for review and comment. The Council may require reasonable modifications to the Partner's proposal which the Partner shall undertake within ten (10) Business Days. Where the Council chooses to approve the Partner's proposal, the Council shall give written notice to the Partner of the same and the Partner shall undertake and complete the project in accordance with the terms agreed between the parties.

### 8. Supporting information

8.1 The Partner shall submit, in support of each Statement of Account, supporting information in relation to the Partner's performance of the Services over the previous Period, Quarter or Year (as applicable) as more particularly detailed in the Reporting and Review Schedule and the Price Performance Schedule.

## 9. Interest and VAT

9.1 The provisions of clauses 36 (Interest on Late Payment) and 37 (VAT), shall apply in respect of the provision of the Services.

## 10. Indexation

- 10.1 Indexation shall be calculated on the basis of the change in the Contract Price Index adjusted in accordance with paragraph 4.2.
- 10.2 On the 1 April 2011 and annually thereafter the Contract Price and Day Rates shall be adjusted by the change in the Contract Price Index calculated in accordance with **paragraph 10.1**.
- 10.3 For the avoidance of doubt, this **paragraph 10** does not apply to Projects. Indexation shall be applied to the amounts payable in respect of Projects in accordance with the terms of the relevant Full Business Case agreed for the Project

### 11. Day Rates

11.1 The day rates in Appendix B shall apply (subject to indexation in accordance with **paragraph 10**) for the provision of ad hoc staff resources provided by the Partner during the Term. Appendix B sets out the discounts to be applied in the case of long term assignments or bulk buying of personnel for a number of projects by the Council.

### 12. Expenses / Disbursements

- 12.1 The Contract Price for the Services includes any travel, subsistence and similar expenses incurred by the Partner or its sub-contractors except for expenses for personnel supplied on day rates in accordance with paragraph 11 ("Day Rate Personnel").
- 12.2 The Partner shall charge the expenses relating to Day Rate Personnel to the Council at cost subject to compliance with the Council's travel and subsistence policies.
- 12.3 The Partner shall use all reasonable endeavours to minimise expenses for Day Rate Personnel by seeking, wherever practicable, to deploy personnel who live in or near North East Lincolnshire or, where this is not possible, taking advantage of long-term accommodation arrangements.

### 13. **Profit Share**

13.1 The Partner and the Council have agreed a Profit Share mechanism that will entitle the Council to receive a share of Excess Partnership Net Profit in accordance with clause 17 and Schedule 24.

#### 14. **Projects and Change payments**

- 14.1 The Partner shall set out in each Impact Assessment (in respect of an Unscoped Change) and in the Business Cases (for a Project) its financial proposals in respect of such Change or Project (as further set out in the Change Schedule (Schedule 5) and the Projects Schedule (Schedule 16).
- 14.2 The parties shall agree the pricing and payment structures for each Change Project in accordance with the process set out in the Change Schedule (Schedule 5) and Projects Schedule (Schedule 16) respectively.

### 15. Affordability Envelope

15.1 The Council's affordability envelope is set out in Appendix D.

### 16. Asset Management Savings

- 16.1 The Partner shall guarantee the savings in the unit cost of delivering Services to the Council where the Partner is directly delivering these Services as detailed in the Non staff costs tab of the Financial Model.
- 16.2 The savings being guaranteed (and referred to in paragraph16.1) relate to the unit cost of carrying out individual items of work. In committing to the Contract Price, the Partner guarantees to carry out specific items of work in relation to the performance of the Services at a lower cost than incurred by the Council prior to the Commencement Date.
- 16.3 Each year the Partner's Partnership Director, along with heads of service, shall prepare an Annual Service Review Report which shall include a section on savings to demonstrate to the Council that the Partner has delivered task based savings in line with the projections stated in worksheet Non staff costs tab, columns AD to AN of the Financial Model.
- 16.4 The Council shall calculate whether savings have been delivered by reference to the indexed historic Council costs as the baseline and Partner actual costs as the comparator. For example, if historically the Council has paid £95 for a task to be undertaken in connection with the Services, and this is adjusted to £100

when indexed, then the Partner will have to demonstrate that the task has been completed for  $\pm 100$  less the guaranteed saving (for example  $\pm 85$  if the guaranteed saving was 15%).

16.5 In the event that savings have not been achieved on a unit cost basis, then the Contract Price will be adjusted in accordance with Clause 34.3 (Payment Terms / Procedure).

### 17. Income

17.1 Whilst it is recognised that the Partner has taken no risk on the current Council core income budgets, the Partner acknowledges that in delivering the Services it is obliged to collect income and the Partner acknowledges that this source of funding is critical to the Council's overall funding. The Partner shall ensure that its Personnel progress income generation activities under the Services during the Term and shall ensure that the raising of Sundry Debtor Accounts is undertaken on a prompt basis. Furthermore, where debts need to be written off, the Personnel shall provide all reasonable assistance to the Council to help determine whether this is the only course of action or whether further debt collection action can be undertaken. The Partner shall not be able to write off debt unless the Partner can demonstrate to the Council's reasonable satisfaction that it would be uneconomic to pursue these further.

#### 18. **Guaranteed Savings on Managed Contracts**

- 18.1 The Partner has guaranteed the following savings on the reprocurement of the following current Managed Contracts:
  - Corporate Cleaning of from Year 4 to the Term
  - Streetlighting from Year 6 to the Term
- 18.2 On the reprocurement of these Managed Contracts the Partner will ensure that the Council receives the benefit of the above guaranteed savings. The Financial Model will be adjusted to reflect the guaranteed savings in 18.1. The adjustment mechanism will depend on the method of delivering the new contracts and may take the form of either an adjustment in the Contract Price, a reduction in the Managed Budgets or a rebate to the Council.

#### 19. **Property**

19.1 The Partner shall manage the Council's property estate as listed in Appendix 3 of Schedule 29 (Asset Management Service). The Parties acknowledge that within

this list there are 55 properties which are managed by the Partner on behalf of Care Trust Plus. The facilities costs related to these Care Trust Plus properties shall be managed by the Partner, paid by the Council and fully re-charged to the Care Trust Plus by the Council under the SLA.

- 19.2 The Partner has a budget for directly providing Facilities Management Services to the properties listed in Worksheet 'BB Allowances by Property' within the Financial Model within the Annual Service Price.
- 19.3 For the avoidance of doubt adjustments to the list of properties contained within Appendix 3 of Schedule 29 (Asset Management Service) or the Worksheet 'BB Allowances by Property' within the Financial Model during the Term as result of the;
  - the Partner's initial review of the Service Assets list as set out in Clause 21.3.4, or
  - The production of the annual Corporate Asset Management Plan or
  - acquisition or disposal of property

shall be treated as a Volume Reprioritisaiton.

# Appendix A: Financial Model

The Financial Model (which includes the pro-forma pricing templates completed by the Partner in its Bid)



#### Appendix B: Day Rates

For the avoidance of doubt, the Day Rates specified in this Appendix B are quoted exclusive of reasonable expenses and VAT.

For guidance:

Junior grade is expected to have demonstrable experience in a wide range of projects in their specialist field. Evidence of client facing experience and support services to wider consultancy projects.

Senior grade is expected to have substantial experience in their specialist field and in a consultancy/training role. Previous experience in project management and working in a wide range of high quality and relevant projects. Familiarity of the issues/problems facing public sector organisations.

Managing grade is expected to have substantial experience in their specialist field and in a consultancy role. In depth knowledge of the public sector and of current policy and political issues affecting it. Previous experience in project management on at least five major projects, preferably in the public sector and using the PRINCE2 or equivalent method.

Director / Partner is expected to have extensive experience in their specialist field, in which they are nationally or internationally renowned as an expert. Extensive experience of leading or directing major, complex and business-critical projects; bringing genuine strategic insight. In depth knowledge of the public sector and of current policy and political issues affecting it.

		Daily rate		
	Junior Grade			
	£	£	£	
Categories of staff				
Director / Partner				
Consultant				
Programme Manager				
Project Manager				
Project Support Officer				
Architect				
Architectural Technician				

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Quantity Surveyor	
Building Surveyor	
Electrical Engineer	
Mechanical Engineer	
Structural Engineer	
Engineering Technician	
Valuer	
Planner	
Highways Engineer	
CCTV Control Room Operative	
Patrol Officer	
School Crossing Patrol Officer	
Highways Operative	
Economic Development Officer	
Housing Manager/Supervisor	
Housing Officer	
Clerk/Administrator	
Accountant (qualified)	
Accounting Technician (qualified)	
Finance Assistant (unqualified)	
HR Manager (qualified)	
HR Assistant	

Additional Annual Volume Discounts % All Days The following discounts are to be applied for individual staff assigned for the number of days

20 to 60 days 60 to 120 days 120 to 200 days >200 days

Bidders should also provide discount rates which will apply where the Council requires consultancy services between:

250 to 500 days

500+ days in any one year period

#### **Appendix C: Volumes and Change Control**

#### 1. Introduction

This appendix sets out the volume of activity on which the Contract Price is based along with tolerance bands within which the Partner shall be expected to manage its workload within the Contract Price. Where the volume of activity falls outside of the tolerance bands (above or below) then the provisions of **clause 28.5** and, where appropriate **clause 28.4** (Change), shall apply.

For the avoidance of doubt where a tolerance is applied to the volume per year the volume will be rounded up the nearest whole number.

# 2. Architectural Consultancy

Description	Volume per year	Units	Tolerance Band
Amount of income generated through Architectural design, building maintenance and quanitity surveying project work		£ of income generated	

# 3. Highways and Transport

Description	Volume per year	Units	Tolerance Band
Inspection of Highway Structures		No of Inspections	
Abnormal Loads		No of Applications	
Capital Allocation (based on £16.8M for the 7 years between 11/12 and 17/18. Smooth profile)		£ Allocation	
Critical Ordinary Water Courses		No of Inspections	
Coastal Defence		No of Inspections	
Carriageway Safety Inspections		Number of highway inspections	
Footway Safety Inspections		Number of footway inspections	
Insurance Claims		No of Claims Received / Investigated	
Street Lighting Maintenance		No of Columns	
Routine Maintenance of Highways		Road Length (km)	

Description	Volume per year	Units	Tolerance Band
Routine Maintenance of Footway		Footway Length (km)	
Routine Maintenance of PROW, footpaths and bridleways		PROW, footpath and bridleway length (km)	
Emergency Maintenance of Highways		No of Emergency Reports	
Length of Treated Highway Network for Winter Maintenance per turnout		Length of treated network per turnout	
Total KM of network treated per season		Total KM of network treated per season	
Highway Streetworks Notices served by Utilities		No of Notices Processed	
Highway Streetworks Failure Notices issued		No of Notices Issued	
Highway Skip Licenses		No of Licenses Issued	
Highway Scaffolding Licenses		No of Licenses Issued	
CCTV Cameras		No of Cameras monitored	
CCTV Cameras: Video recordings required by Police for Evidence		No of Video Recordings	
Monitoring of Security Alarms		No of Alarms Monitored	
Security Patrols		No of Buildings Patrolled	
Sustainable Transport: Organising Promotional Events		No of Events Organised	
Traffic Census		No of Scheduled Traffic Counts	
ATC sites		No of new ATC sites	
Bus Shelter Management		No of Shelters	
Bus Stop Management		No of Bus Stops	
Concessionary Fares		No of Pass Holders	

Description	Volume per year	Units	Tolerance Band
Management of Phone n Ride Service		No of Service Requests from Call Centre	
		Number of Buses	
		Number of Passenger Trips	
Traffic Courses for Schools		Infant Schools - No of Courses	
		Junior Schools – No of Courses	
Road Safety Campaigns - Publicity and Exhibitions		No of Campaigns	
Traffic Regulation Orders (TROs)		No of Permanent TROs processed	
		No of Temporary TROs processed	
Planning Applications – Responses, Comments (Highway or Drainage Implications only. Excludes pre- application briefings)		No of Responses Issued	
Car Parking – Penalty Charge Notices		No of Notices Issued	
Car Parking – Appeals against Penalty Charge Notices		No of Appeals Received	
Car Parking – Staff Permits Issued		No of Permits Issued	
Car Parking – Pay Car Park Assets		No of Pay Car Parks	

# 4. Housing

Description	Volume per year	Units	Tolerance Band
Disabled Facilities Grants		£ budget per annum	

Description	Volume per year	Units	Tolerance Band
Empty Dwelling Management Orders		Number of cases proceeding to Initial Empty Dwelling Management Order and number progressing to Final Empty Dwelling Management Order	
Private Sector Leasing		Properties passed to an RSL managing agent under the approved PSL scheme	
Clearance properties		Properties to be demolished	
Compulsory Purchase Orders		Number of Orders served	
Home Appreciation Loans, Interest Free Loans and Houseproud equity release scheme		Number of applications processed	
Discretionary Home Assistance Policy grants (not covered elsewhere)		Number of applications processed through to completion	
Houses in Multiple Occupation inspections		Number of site inspections for HMOs	
Houses in Multiple Occupation licensing		Number of licensed HMOs	
Domestic Violence Sanctuary Scheme		Number of applications dealt with in full	
Energy efficiency scheme referrals		Number of referrals under SHEEP, Warm Front, Hot Spots or other Council approved schemes	
Housing enforcement		Number of enquiries/ complaints requiring investigation and/or service of Notices under housing and public health legislation	
Derelict sites		Average caseload of sites under investigation	

Description	Volume per year	Units	Tolerance Band
Minor adaptations services		Number of schemes	

# 5. Planning

Description	Volume per year	Units	Tolerance Bands
No. of Minor Planning Applications determined.		Number	
No. of Major Planning Applications determined.		Number	
No. of Other Planning Applications determined.		Number	
No. of Informal Planning Enquiries (including pre-application enquiries)		Number	
No. of Appeals determined (by BV 204 measurement)		Number	
No. of Enforcement Cases Received (including conditions monitoring)		Number	
Property Searches (made up of Council searches and `personal' search company enquiries)		Number	

# 6. Property

## 6.1 Estates and Valuation

Description Volume per year Units I Tolerance Band
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Description	Volume per year	Units	Tolerance Band
The Fitties		Number of units.	
Street Market Units		No of Units	
Seasonal Markets		Number per year	
Grimsby Covered Market		No of Units	
Business Centres		No of Units	
Number Of Properties Held On The Property Information System "The Terrier"		No Of Properties Held On The Terrier	
Estate Management Of Operational Properties Leased In Or Out From Portfolio		No Of Tenanted Operational Properties	
Management Of The Investment Portfolio (Tnrp Excl The Fitties)		No Of Units	
Management Of The CTP Property Portfolio as set out in appendix 2 (CTP SLA) of Schedule 29 (Asset Management Service)		No. Of Units	
Asset Valuation Programme		Number of Properties	
No of Rent Reviews/Lease Renewals		Number of Rent reviews / lease renewals completed	
No of Acquisitions			

Description	Volume per year	Units	<b>Tolerance Band</b>
No of Disposals			
No of Enforcement of restrictive covenants (lease covenants part and parcel of TNRP)		Number of Enforcement of restrictive covenants	
-			

### 6.2 Maintenance FM

Description	Volume per year	Units	Tolerance Band
Number of Properties supported as set out in appendix 3 of Schedule 29 (Asset Management Service)		No of Properties	
Responsive & Planned maintenance budget		Pounds	
Asbestos Survey Budget		Pounds	
FM and maintenance service requests		Requests per annum	
% Condition surveys of the Councils operational property stock p.a -		operational property stock per annum	
Property void inspections		Inspections per annum	

Description	Volume per year	Units	Tolerance Band
Works inspections (based on 8,000 hotline calls a year)		Inspections per annum	

# 7. Renaissance

Description	Volume per year	Units	Tolerance Band
Economic Development			
Number of Key accounts managed		Number	
No. of Investment enquiries		Number	
Regeneration projects being managed			
during the year (including multi-year		List of Projects	
projects) from development through			
implementation to sign-off.	•		
	•		
	•		
	•		
	•		
Number of exhibitions attended		Number	

Description	Volume per year	Units	Tolerance Band
Number of exhibitions/		Number	
conferences/trade/corporate events			
organised and hosted			

Appendix D: Affordability