|  |
| --- |
| http://www.adso.co.uk/wp-content/uploads/2015/04/getasset.jpg  **Schedule 2 – SERVICE INFORMATION**  to the  INVITATION TO PARTICIPATE  for the provision of  **HIGHWAYS & TRANSPORT MAINTENANCE & CONSTRUCTION CONTRACT**  for  **Wokingham Borough Council**  January 2018 |

.



**Wokingham BC**

**Highway Maintenance and Construction Contract**

**Service Information**



CONTENTS

[SI 000 IDENTIFIED AND DEFINED TERMS 8](#_Toc465245255)

[SI 100 DESCRIPTION OF THE *SERVICE* 9](#_Toc465245256)

[SI 105 Description of the *service* 9](#_Toc465245257)

[SI 110 Overall objectives 9](#_Toc465245258)

[SI 200 GENERAL CONSTRAINTS ON HOW THE *CONTRACTOR* PROVIDES THE *SERVICE* 10](#_Toc465245259)

[SI 201 Use of the Affected Property 10](#_Toc465245260)

[SI 205 General constraints 10](#_Toc465245261)

[SI 206 Permitted access routes to and from a Site 11](#_Toc465245262)

[SI 210 Confidentiality 11](#_Toc465245263)

[SI 211 *Employer’s* and Other’s policies 11](#_Toc465245264)

[SI 212 Complaints and customer care 11](#_Toc465245265)

[SI 213 Contract branding 11](#_Toc465245266)

[SI 220 Security and identification of people 12](#_Toc465245268)

[SI 225 Protection of Affected Property 12](#_Toc465245269)

[SI 226 Conservation areas 13](#_Toc465245270)

[SI 227 Permits and licences 13](#_Toc465245271)

[SI 230 Protection of the work on the Affected Property 13](#_Toc465245272)

[SI 255 Control of *Contractor’s* personnel 14](#_Toc465245276)

[SI 256 Staff competency and training 14](#_Toc465245277)

[SI 260 Cleanliness 14](#_Toc465245278)

[SI 300 *CONTRACTOR’S* DESIGN 16](#_Toc465245281)

[SI 305 Design submission procedures 16](#_Toc465245282)

[SI 310 *Employer’s* requirements 16](#_Toc465245283)

SI 320 Asset Management

[SI 400 *CONTRACTOR’S* PLANS 17](#_Toc465245284)

[SI 405 Plan requirements 17](#_Toc465245285)

[SI 406 *Employer* documents to be used 17](#_Toc465245286)

[SI 410 Methodology statement 17](#_Toc465245287)

[SI 415 Work of the *Employer* and *Others* 17](#_Toc465245288)

[SI 420 Collaborative Planning and Visual Management 17](#_Toc465245289)

[SI 425 Revised plan 17](#_Toc465245290)

[SI 500 QUALITY MANAGEMENT 18](#_Toc465245291)

[SI 505 Samples 18](#_Toc465245292)

[SI 510 Quality Statement 18](#_Toc465245293)

[SI 515 Quality management system 18](#_Toc465245294)

[SI 600 AUDITS, TESTS AND INSPECTIONS 19](#_Toc465245295)

[SI 605 Tests and inspections 19](#_Toc465245296)

[SI 610 Management of tests and inspections 19](#_Toc465245297)

[SI 615 *Employer’s* audits 19](#_Toc465245298)

[SI 616 *Contractor’s* own accreditation and internal audits 19](#_Toc465245299)

[SI 619 Mobilisation and demobilisation audits 20](#_Toc465245300)

[SI 620 *Service Manager’s* procedures for inspections and watching tests 20](#_Toc465245301)

[SI700 MANAGEMENT OF THE *SERVICE* 21](#_Toc465245302)

[SI 701 Delegation of powers 21](#_Toc465245303)

[SI 703 Meetings 21](#_Toc465245304)

[SI 705 Management team 21](#_Toc465245305)

[SI 710 Communications 21](#_Toc465245306)

[SI 711 Dispute management 21](#_Toc465245307)

[SI 715 Payment provisions 22](#_Toc465245308)

[SI 716 Forecasts 22](#_Toc465245309)

[SI 717 Performance management 22](#_Toc465245310)

[SI 718 ServicePeriod change 22](#_Toc465245311)

SI 720 ICT Systems

[SI 800 WORKING WITH THE *EMPLOYER* AND OTHERS 23](#_Toc465245312)

[SI 801 Working with Others 23](#_Toc465245313)

[SI 802 Working with Others – adjacent highway authorities 23](#_Toc465245314)

[SI803 Working with Others – other contractors 23](#_Toc465245315)

[SI 805 Sharing the Affected Property with the *Employer* and Others 23](#_Toc465245316)

[SI 820 Authorities and utilities service providers 24](#_Toc465245319)

[SI900 SERVICES AND OTHER THINGS TO BE PROVIDED 25](#_Toc465245320)

[SI 901 Office accommodation, depot and storage areas 25](#_Toc465245321)

[SI 905 Services and other things for the use of the *Employer*, *Service Manager* or Others to be provided by the *Contractor* 25](#_Toc465245322)

[SI 910 Services and other things to be provided by the *Employer* 25](#_Toc465245323)

[SI 915 Access to information at the end of the Service Period 25](#_Toc465245324)

[SI 920 Equipment provided by the *Employer* 25](#_Toc465245325)

[SI1000 HEALTH AND SAFETY 26](#_Toc465245326)

[SI 1001 Incident and claim notification 26](#_Toc465245327)

[SI 1002 Near miss reporting 26](#_Toc465245328)

[SI 1005 Health and safety requirements 26](#_Toc465245329)

[SI 1010 Method statements and risk assessments 26](#_Toc465245330)

[SI 1015 Legal requirements 26](#_Toc465245331)

[SI 1020 Health and safety inspections 26](#_Toc465245332)

[S 1100 SUBCONTRACTING 27](#_Toc465245333)

[SI 1105 Restrictions or requirements for subcontracting 27](#_Toc465245334)

[SI 1110 Acceptance procedures 27](#_Toc465245335)

[S 1200 ACCEPTANCE OF PROCUREMENT PROCEDURE (Options C and E) 28](#_Toc465245336)

[SI1300 ACCOUNTS AND RECORDS (Options C and E) 29](#_Toc465245337)

[SI 1305 Additional records 29](#_Toc465245338)

[SI1400 PARENT COMPANY GUARANTEE (Option X4) 30](#_Toc465245339)

[SI1500 PERFORMANCE BOND (Option X13) 31](#_Toc465245340)

[SI 1600 WORK CALL OFF ARRANGEMENTS 32](#_Toc465245341)

[SI 1700 TASK ORDER (OPTION X19) 33](#_Toc465245342)

[SI 1705 Programme requirements 33](#_Toc465245343)

[SI 1710 Programme arrangement 33](#_Toc465245344)

[SI 1715 Methodology statement 33](#_Toc465245345)

[SI 1720 Work of the *Employer* and Others 33](#_Toc465245346)

[SI 1725 Information required 33](#_Toc465245347)

[SI 1730 Revised programme 33](#_Toc465245348)

[SI 1800 *EMPLOYER’S* SERVICE SPECIFICATION AND DRAWINGS 34](#_Toc465245349)

[SI 1805 *Employer’s* service specification 34](#_Toc465245350)

[SI 1810 Drawings 34](#_Toc465245351)

[SCHEDULE 1 – DESCRIPTION OF THE *SERVICE* 35](#_Toc465245352)

[SCHEDULE 2 – AREA NETWORK INFORMATION 38](#_Toc465245353)

[SCHEDULE 3 – PREMISES TO BE PROVIDED BY THE *EMPLOYER* 48](#_Toc465245354)

[SCHEDULE 4 – *EMPLOYER’S* OBJECTIVES FOR THE *SERVICE* 51](#_Toc465245355)

[SCHEDULE 5 – LIMITATIONS ON ACCESS TO THE AREA NETWORK 52](#_Toc465245356)

[SCHEDULE 6 – *EMPLOYER’S* ANDOTHER’SPOLICIES 57](#_Toc465245357)

[SCHEDULE 7 – STAFF COMPETENCY AND TRAINING 59](#_Toc465245358)

[SCHEDULE 8 – *EMPLOYER’S* MANAGEMENT PROCEDURES 62](#_Toc465245359)

[A - Management of the *Service* 62](#_Toc465245360)

[A1 - Management Team 62](#_Toc465245361)

[A2 - Communication Procedures 70](#_Toc465245362)

[A3 - Meetings 71](#_Toc465245363)

[A4 - Delegation of Powers – Service Manager 72](#_Toc465245364)

[A5 - Delegation of Powers – Contractor 73](#_Toc465245365)

[A6 - Dispute Management 83](#_Toc465245366)

[B – Scheme management 85](#_Toc465245367)

[B1 - Scheme’s management procedures 85](#_Toc465245368)

[C – Financial management 86](#_Toc465245369)

[C1 - Financial forecasting 86](#_Toc465245370)

[C2 - Payment provisions 87](#_Toc465245371)

[D – Contract performance management 88](#_Toc465245372)

[D1 – Performance management 91](#_Toc465245373)

[D2 - Service Period Extensions 99](#_Toc465245374)

[E – Health and safety 100](#_Toc465245375)

[E1 - Method statements 100](#_Toc465245376)

[F – Accounts and records (option C & E) 101](#_Toc465245377)

[F1 - Accounts and records 101](#_Toc465245378)

[G – Task Orders 105](#_Toc465245379)

[G1 - Work call off arrangements 105](#_Toc465245380)

[G2 - Task Order programme 106](#_Toc465245381)

[G3 - Task Order methodology statements 106](#_Toc465245382)

[SCHEDULE 9 – *CONTRACTOR’S* PLANS 107](#_Toc465245383)

[SCHEDULE 10 – SERVICES AND OTHER THINGS TO BE PROVIDED 112](#_Toc465245384)

[SCHEDULE 11 – FORM OF PARENT COMPANY GUARANTEE AND FORM OF PERFORMANCE BOND 114](#_Toc465245385)

**SERVICE INFORMATION**

# SI 000 IDENTIFIED AND DEFINED TERMS

|  |
| --- |
| In this document the terms identified have the following meanings: |
| Area Network is detailed in schedule 2. |
| *Employer’s* Premises comprise offices, depots and storage areas and are detailed in schedule 3. |
| Site is an area of the Area Network, which the *Contractor* has occupied in order to deliver the *service.* |
| Service Budget is the annual budget which the *Employer* has allocated to cover payments to the *Contractor* for delivering the *service* for a financial year. |
| The *Contractor’s* plans are the plans to be produced by the *Contractor* as required by SI 400. |
| The Quality Statement is the document produced by the *Contractor* in response to the Instructions for Tenderers as part of their tender submission. |
| A Public Sector Body is any organisation defined as a public body by the Office of National Statistics (ONS) by reference to the European System of Accounts 1995 in accordance with EU requirements. |
| The Consultant is the consultant employed by the *Employer* to provide professional services including design services in relation to the Area Network. |

# SI 100 DESCRIPTION OF THE *SERVICE*

## SI 105 Description of the *service*

The *service* is the improvement and maintenance of the highway and transport network within the boundaries of Wokingham Borough Council.

Neighbouring highway authorities may instruct highway improvement and maintenance works for their respective highway networks via this contract.

A detailed description of the *service* is contained in schedule 1.

## SI 110 Overall objectives

The *Employer’s* objectives for the *service* are described in schedule 4.

# SI 200 GENERAL CONSTRAINTS ON HOW THE *CONTRACTOR* PROVIDES THE *SERVICE*

## SI 201 Use of the Affected Property

**Area Network**

The Area Network is described in schedule 2.

The *Employer* provides access to the Area Network to the *Contractor,* as necessary to Provide the Service, subject to any limitations set out in schedule 5.

***Employer’s* Premises**

The *Employer* provides the Premises described in schedule 3 for the *Contractor* to utilise to Provide the Service.

The *Contractor* enters into leases or licence for the *Employer’s* Premises in the form set out in schedule 3 at the same time as entering into the contract. The *Contractor* uses the Premises in accordance with the leases or licences.

The *Contractor* uses the project office and the collaborative working area provided by the *Employer* within the Shute End officeto hold meetings, workshops and collaborative planning sessions with the *Employer*, the Consultant and Others into order to maximise the benefits of collaborative working. The *Contractor* may use “hot desk” facilities at Shute End and/or may co-locate staff at Shute End where appropriate for Tasks as agreed with the *Employer*.

**Adjoining or related property**

The *Employer* provides access to adjoining or related property*,* as necessary for the *Contractor* to Provide the Service, subject to the limitations and constraints detailed in schedule 5 or the Task Order.

## SI 205 General constraints

The *Contractor* complies with the following general constraints while Providing the Service.

**Deliveries**

The *Contractor* arranges deliveries to the Area Network and Sites in order to minimise disruption to the operation of the Area Network and neighbouring properties.

**Noise and vibration**

The *Contractor* Provides the Service in a way that minimises noise and vibration on the Area Network and neighbouring properties. The *Contractor* complies with the licensing requirements of the local authority or other relevant statutory bodies.

**Working hours**

Constraints on working hours will be set out in a Task Order.

**Restrictions on the use of hazardous materials**

The *Contractor* complies with legislation and codes of practice in relation to hazardous materials.

**Storage of fuel and chemicals**

The *Contractor* provides suitable facilities for the storage of fuel and chemicals to prevent unauthorised access and spillages during their storage and transfer. The facilities will include suitable measures to contain any spillages. The *Contractor* provides suitable Materials, Equipment and trained personnel to clean up any spillages of the fuel and chemicals being stored.

**Pollution, ecological or environmental impacts**

The *Contractor* complies with statutory requirements in Providing the Service.

## SI 206 Permitted access routes to and from a Site

All traffic accessing a Site is to be routed via the M, A or B Class highway network to the closest point to the Site’s access, keeping the distance travelled on lower standard highways to a minimum, unless otherwise agreed with the *Service Manager*.

The *Contractor* will take reasonable measures to prevent damage to the Area Network and any adjoining or related property resulting from vehicles accessing a Site to perform the *service*. Where damage does occur the *Contractor* will reinstate the Area Network and any adjoining or related property to its pre-works condition on completion of performing the *service*.

## SI 210 Confidentiality

The *Contractor* will comply with clause ZM10 in Contract Data Part one.

## SI 211 *Employer’s* and Other’s policies

The *Contractor* complies with the *Employer’s* andOthers’policies as notified to the *Contractor* or otherwise available on the *Employer’s* website from time to time.

## SI 212 Complaints and customer care

The *Contractor* complies with the *Employer’s* policy on handling complaints and customer care.

## SI 213 Contract branding

The *Employer*, the Consultant and the *Contractor* consult with one another about contract branding immediately after the Contract Date. The *Contractor* complies with the *Employer’s* requirements for contract branding (e.g. vehicles, PPE etc) from the starting date or such other date as the *Employer* instructs.

## SI 220 Security and identification of people

The *Contractor* complies with the *Employer’s* policy on security and identification of employees.

The *Contractor* discloses to the *Service Manager* the names, addresses and sufficient information, including any applicable criminal convictions of which the *Contractor* is aware, about an employee, or any Subcontractor to enable appropriate checks to be made on a person before they are involved in Providing the Service. The *Contractor* discloses to the *Service Manager* any applicable criminal convictions of an employee, or Subcontractor used in Providing the Service of which the *Contractor* becomes aware during the Service Period.

If the nature of the *service* means that any employee of the *Contractor* or Subcontractor are exempt from Section 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 the *Contractor* ensures that that employee or Subcontractor provide information in accordance with the Act and (Exception) Order about any convictions which would otherwise be deemed to be spent.

The *Service Manager* may require any employee or Subcontractor who has any current criminal convictions or are exempt from Section 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 to be removed from the Affected Property or any other Premises owned or occupied by the *Employer*.

The *Contractor* ensures that all employees involved in Providing the Serviceare eligible to work in the United Kingdom.

The *Contractor* undertakes appropriate checks to confirm the identity of their employees.

The *Service Manager* may require the *Contractor* to confirm that these checks have been completed prior to the *Service Manager* giving an employee access to either their physical assets or their IT systems.

## SI 225 Protection of Affected Property

***Employer’s* Premises**

The *Contractor* is responsible for security at the Toutley Road depot during the Service Period. The *Contractor* takes appropriate measures to prevent unauthorised access to the depot. The *Contractor* complies with the *Employer’s* security policy including measures to ensure compliance with the Data Protection Act 1984.

The *Contractor* operates a system to allow the Toutley Road depot to be accessed outside normal working hours, as necessary in Providing the Service, while still maintaining its security.

The *Contractor* will report an unauthorised access to an *Employer’s* Premises on each occurrence to the *Service Manager* within one working day. The *Contractor* will report the event to the *Service Manager* immediately when the unauthorised access could have resulted in or led to the *Employer’s* data being accessed.

**Sites**

The *Contractor* implements appropriate measures at Sites to prevent unauthorised access to the Area Network when undertaking the *service*. The *Contractor* provides suitable measures to protect against any hazards resulting from the works to prevent injury or damage.

The *Contractor* takes suitable measures to ensure any parts of the Area Network not affected by the works are not harmed or damaged by *Contractor* or a Subcontractor.

The *Contractor* will submit details of their proposals including any protection measures to the *Service Manager* for acceptance if the *Contractor* in Providing the Service intends to use Equipment that is heavier than the designed service loads for the carriageway and structures.

## SI 226 Conservation areas

The *Contractor* will comply with any special requirements detailed in the Task Order.

## SI 227 Permits and licences

The *Contractor* obtains all necessary permits and licences required through legal obligation or through their own health and safety process to enable the *service* to be undertaken.

## SI 255 Control of *Contractor’s* personnel

The *Contractor’s* personnel Provide the Service with consideration to the needs of all users of the highway and adjoining property. Special attention will be given to the needs of those with sight, hearing, mobility and mental difficulties.

The *Contractor’s* personnel carry out the *service* in a respectable and safe standard of dress. Lewd or derogatory behaviour and language will not be tolerated under threat of severe disciplinary action. Pride in the management and appearance of the Area Network and the surrounding environment will be shown at all times.

The *Contractor* complies with the *Employer’s* policy on Drugs and Alcohol.

## SI 256 Staff competency and training

The *Contractor* ensures that all staff employed in Providing the Service meet the minimum competency requirements for their role included in schedule 7.

The *Contractor* maintains records to demonstrate that all staff employed in Providing the Service are competent persons for the role that they are undertaking either through qualification, knowledge or prior experience, and maintain their competence through appropriate training and development. The *Contractor* holds these records so they are available for inspection by the *Service Manager.*

These records will include copies of all relevant qualifications or certificates held by staff employed to deliver the *service*, in compliance with this clause.

The *Contractor* complies with the *Employer’s* requirements for staff training, including joint training initiatives, detailed in schedule 7.

## SI 260 Cleanliness

The *Contractor* maintains the area where they are working in a clean and tidy condition.

The *Contractor* maintains all vehicles used in Providing the Service in a clean and smart condition.

The *Contractor* takes suitable measures to ensure the Area Network is kept free of mud and other debris from the *Contractor’s* vehicles in order to keep the Area Network clean and safe for other users. The *Contractor* will take suitable measures to clean the affected Area Network to ensure the safety of users, in the event of mud or other debris being deposited on the Area Network by the *Contractor’s* vehicles.

# SI 300 *CONTRACTOR’S* DESIGN

## SI 305 Design submission procedures

Where the *Contractor* is instructed in a Task Order to undertake the design of a part of the *service*, the *Contractor* implements design development, review, checking and submission procedures in accordance with Good Practice and the law.

## SI 310 *Employer’s* requirements

The parts of the *service* that the *Contractor* may be instructed to undertake the design include;

* Carriageway surfacing and reconstruction schemes
* Patching programme
* Flood and drainage schemes
* Footway surfacing and reconstruction schemes
* Surface dressing schemes
* Surface treatment schemes
* Street lighting schemes

The *Contractor* completes any design work in accordance with the *Employer’s* requirements as detailed in the Specification or in the Task Order.

**SI 315** **Design Development / Early Contractor Involvement**

Where the *Contractor* is not required to undertake the design, the *Contractor* assists the *Employer* and/or the Consultant in the design development process when instructed by the *Service Manager*. This may include advice, for example, on matters relating to the design components of the *service*, buildability, materials, construction techniques, programme, cost and risk. The aim of the advice is to reduce health & safety risks, promote sustainability, value engineering, option selection, managing risk, time and cost management.

**SI 320 Asset Management**

The *Contractor* supports the *Employer* to develop and implement an asset management approach to the management of the Area Network. This may include advice and the provision of professional services relating to the performance and whole life cost of different materials and treatment options for the assets forming part of the Area Network.

# SI 400 *CONTRACTOR’S* PLANS

## SI 405 Plan requirements

The *Contractor* prepares the *Contractor’s* plans in accordance with the requirements in schedule 9.

## SI 406 *Employer* documents to be used

The *Contractor* prepares the *Contractor’s* plans based on the data supplied in the latest versions of the *Employer’s* documents included in schedule 9.

## SI 410 Methodology statement

The *Contractor* prepares methodology statements for the delivery of the *service* as required in schedule 9.

## SI 415 Work of the *Employer* and Others

The *Contractor* details in the *Contractor’s* plans how works will be managed to avoid conflicts with the *Employer* and *Others* working on the Affected Property as detailed in SI 800.

## SI 420 Collaborative Planning and Visual Management

The *Contractor* works with the *Employer*, the Consultant and Others to plan and programme the *service* using collaborative planning and visual management techniques. The *Contractor* displays his plans and programmes using visual management techniques in the collaborative working area provided in the Premises.

## SI 425 Revised plan

The *Contractor* updates the *Contractor’s* plans required as detailed in schedule 9.

In the event of changes to the Service Budget within the financial year, the *Contractor* works with the *Service Manager* to mitigate any negative impact on the level of *service*, due to the change in Service Budget. The *Contractor* revises the *Contractor’s* plans to reflect the agreed changes.

In the event of the *Service Manager* instructing a change to the Service Information, the *Contractor* revises the *Contractor’s* plans to reflect the change.

All plans will have a unique reference number and a system of recording revisions which includes a brief description of the changes.

# SI 500 QUALITY MANAGEMENT

## SI 505 Samples

The *Contractor* provides samples in accordance with Specification Appendix 1/5 and 1/6.

## SI 510 Quality Statement

The *Contractor* Provides the Service in accordance with the Quality Statement.

During the mobilisation period, the *Contractor* develops the Quality Statement submitted as part of the tender submission in order to:

* Develop the proposals in the tender submission into processes and procedures for Providing the Service
* to include all those aspect of the *service* which was not covered by the Quality Statement submitted as part of the tender.

The *Contractor* reviews and updates the Quality Statement at least annually to ensure that it remains up to date and relevant to the *service*.

## SI 515 Quality Management System

The *Contractor* operates a quality management system for Providing the Service in accordance with ISO 9001.

# SI 600 AUDITS, TESTS AND INSPECTIONS

## SI 605 Tests and inspections

The *Contractor* undertakes testing and inspections in accordance with Specification Appendix 1/5 and 1/6.

## SI 610 Management of tests and inspections

Tests and Inspections will be managed in accordance with the Specification Appendix 1/5 and 1/6.

## SI 615 *Employer’s* audits

The *Contractor* grants to the *Employer* and its audit team authority to enter any premises used by the *Contractor* at any time and to have access to all correspondence, documents, books, property, employees or other records relating to the provision of the *service*.

The *Employer* may take copies of any material including computer data held by the *Contractor* relating to the provision of the *service* and as necessary to verify the delivery of the *service* in accordance with the contract.

The *Employer* normally provides 7 days’ notice of such audits to the *Contractor*; however, the *Employer* reserves the right to undertake unannounced audits.

*Employer’s* audits are additional to and do not in any way supersede the requirement for *Contractor’s* audits.

Where there is data identified within Contract Data Part 2 as *commercially sensitive information*, the *Employer* will treat it as such by not disclosing it to Others; and Subcontractors or suppliers to the *Contractor.*

## SI 616 *Contractor’s* own accreditation and internal audits

All accreditation certificates are submitted to the *Service Manager* within one month of receipt. Reports and results from both internal and external accreditation audits will be shared with the *Service Manager* within one month of receipt.

If accreditation to a prescribed accreditation body is rescinded or a major non-conformance is identified in an audit, the *Contractor* notifies the *Service Manager* within one week of notification. The *Contractor* also provides details of the proposed remedial action plan to address the issues raised in the audit or to re-attain accreditation to a prescribed accreditation body and agrees a programme with the *Service Manager* for the remedial actions

## SI 619 Mobilisation and demobilisation audits

A mobilisation audit is conducted by the *Contractor* at leastsix weeks prior to the *starting date* to ensure compliance with the mobilisation plan and to confirm all necessary systems and resources will be in place at the *starting date*. This audit is undertaken by a team independent to the *Contractor’s* project staff.

The scope of the mobilisation audit includes compliance with contract requirements and progress in setting up systems and processes for the management of the contract. A report recording the audit findings will be prepared and issued to the *Service Manager* within 5 working days of the completion of the audit. The *Contractor* will take appropriate corrective actions prior to the *starting date* to address issues raised in the audit.

The *Contractor* undertakesa demobilisation audit six months prior to the end of the ServicePeriod. This audit will ensure compliance with the demobilisation plan and that all documents, files, Equipment and any other items required to be handed over to the *Employer* or new service provider at the end of the Service Period, should be ready for handover.

The demobilisation audit will be undertaken by a team independent to the *Contractor’s* project staff. A report recording the audit findings will be prepared and issued to the *Service Manager* within 5 working days of the completion of the audit. The *Contractor* will take appropriate corrective actions prior to the end of the ServicePeriod to address issues raised in the audit. If non-compliances are identified in the demobilisation audit, the *Service Manager* may request that a further demobilisation audit is undertaken by the *Contractor*.

## SI 620 *Service Manager’s* procedures for inspections and watching tests

The *Service Manager* advises the *Contractor* of any *Contractor* audits, tests and inspection that they or their representative intends to witness. The *Contractor* takes measures to facilitate any such request.

# SI700 MANAGEMENT OF THE *SERVICE*

## SI 701 Delegation of powers

The *Employer* delegates to the *Contractor* the exercise of the functions vested in the *Employer* in accordance with the table of *Employer’s* delegated statutory functions set out in schedule 8.

The limits of authority that the *Employer* has provided to the *Service Manager* are set out in the table of *Service Manager’s* limit of authority in schedule 8. Any instructions issued under the contract beyond these limits of authority are to be confirmed by the *Employer*.

## SI 703 Meetings

The planned meetings for which the *Contractor* is expected to provide suitable attendees are detailed in schedule 8.

The *Contractor* will be expected to support the *Employer* with suitable attendees at ad-hoc meetings related to the provision of the *service,* when instructed by the *Service Manager.* The *Contractor* will also providerelevant documentation and other information to support any ad hoc meetings when requested by the *Service Manager*.

## SI 705 Management team

The proposed management structure for the *contract* including the *Employer’s* management structure is detailed in schedule 8.

The *Employer’s* management structure may change during the Service Period; the *Service Manager* advises the *Contractor* of any proposed changes. The *Contractor* advises the *Service Manager* in advance of any changes to the *Contractor’s* management structure. Any changes to the *Employer’s* or *Contractor’s* key people, as included in Contract Data Part two, shall be undertaken in accordance with the contract.

## SI 710 Communications

The *Contractor* follows the communication procedures detailed in schedule 8.

## SI 711 Dispute management

The *Employer* expects the Parties to take a collaborative attitude in resolving disputes to minimise abortive time and costs being incurred by all.

The Parties follow the dispute resolution hierarchy detailed in schedule 8 to resolve any difference or disputes. Any informal dispute resolution methods included in the dispute resolution hierarchy do not affect either Parties’ right to use the dispute resolution methods detailed in the contract. Any informal dispute resolution method is to be completed within 2 weeks.

## SI 715 Payment provisions

The *Contractor* will comply with the *Employer’s* requirements for the assessment, certification, invoicing and payment of the works detailed in schedule 8.

## SI 716 Forecasts

The *Contractor* will provide financial forecasts for the *Employer* for the provision of the *service* as detailed in schedule 8.

## SI 717 Performance management

The *Contractor* will monitor, record and report its performance in Providing the Service against the contract performance measures (CPM) requirements detailed in schedule 8. The *Contractor’s* will maintain sufficient performance records to allow all performance reporting and CPM scores to be fully audited. These records will be available for inspection and audit by the *Service Manager*. The *Service Manager* will instruct the *Contractor* to amend the performance reporting if the records do not substantiate the *Contractor’s* performance reporting or CPMs scores.

## SI 718 ServicePeriod change

Not used – See conditions of contract

## SI 720 Information and Communication Systems

The *Contractor* provides and hosts a Highways Information Management System that is fully operational by the *starting date*.

The system will allow for the delivery of the services including: highway reactive maintenance works, safety inspections, complaints and claims management; routine highway maintenance including limited associated grass cutting and cleansing; street lighting reactive maintenance & schemes; structural maintenance works; drainage reactive, planned, jetting and gullies; winter maintenance services; minor and traffic management schemes; major infrastructure schemes including design and build option and provided the following functionality:

* + - provide for works/Task Orders/early warnings/compensation events/tracking/completion, streetworks/permits compliance and invoicing processing, budget and account management;
    - maintain secure full records of the work undertaken by the *Contractor* to provide the services including supporting asset management including asset data, inventory and condition data;
    - maintain complete and up-to-date records to assist with third party claims process and ensure data is accessible by the *Employer* for 6 years post the service date including post contract end which may include data transfer to the *Employer*;
    - maintain full records of defined cost incurred in providing the services and provide full cost visibility and work breakdown to the *Employer* as required;
    - programming and work scheduling to enable provision of integrated works programmes that minimise disruption to the highway network;
    - provide map based GIS capability to track and locate services, vehicles, and projects;
    - data and systems of the solutions “technology stack” and operation must comply with security protocols in which the Council operates including the new General Data Protection Regulations May 2018 including holding a valid PSN Compliance Certificate;
    - integrated system that can be accessed through the *Employer’s* website to provide a seamless Council service to the customer;
    - dealing with compliant and service request including telephone, email and web providing real time capability to track enquires including ability for customers to upload images, data and photographs and provide web/live chat/email/phone and optimised for mobile devices such as Windows, Apple and Android platforms and has the ability to function on all common operating systems such as FireFox/IE/Safari including catering for telephony and online payments, generating customer receipts compatible with the *Employer’s* payment systems;
    - web functionality will be compliant with the Equality Act 2010 and Triple A - Conformance to Web Content Accessibility Guidelines v2;
    - provide access via licence or otherwise, as required by the *Employer* or other third parties (including the Consultant) as necessary including auditing and data compliance;
    - compliant with ITIL (best practice);

# SI 800 WORKING WITH THE *EMPLOYER* AND OTHERS

## SI 801 Working with Others

The *service* affects and is affected by Others including:

* Network users – drivers, cyclists, pedestrians, horse riders, bus companies, haulage companies;
* Adjacent property owners / occupiers – residents, businesses;
* Interest groups – business representation groups, special interest groups, action groups, parish councils, district councils, MPs, MEPs etc.

The *Contractor* in Providing the Service complies with the *Employer’s* requirements on working with Others. The *Contractor* undertakes all the tasks identified to be undertaken by the *Contractor* and assists the *Employer* in completing any task identified for completion by the *Employer*, such as but not limited to the provision of information and data, and attending meetings.

## SI 802 Working with Others – adjacent highway authorities

The *Employer* shares administrative borders with a number of other highway authorities. The *Contractor* liaises and works with these authorities in Providing the Service to minimise the disruption to theArea Network, the neighbouring highway authority’s network and the network users as detailed in schedule 5.

## SI803 Working with Others – other contractors

The *Employer* has a number of other contractors which provide services within the Area Network. These include grounds maintenance contractor, street cleansing contractor and waste management contractor 9but may ne subject to change for time to time). The *Contractor* co-operates with these other contractors to ensure that their service continues to be provided in a safe, efficient and timely manner throughout the ServicePeriod.

## SI 805 Sharing the Affected Property with the *Employer* and Others

In Providing the Service under the contract, the *Contractor* complies with the *Employer’s* requirements for access to the Area Network detailed in schedule 5.

## SI 820 Authorities and utilities service providers

The *Contractor* complies with the Special Requirements for Statutory Undertakers detailed in schedule 5.

# SI900 SERVICES AND OTHER THINGS TO BE PROVIDED

## SI 901 Office accommodation, depot and storage areas

The *Contractor* provides additional office accommodation, depots and storage areas, beyond the Premises provided by the *Employer*, as required to Provide the Service. Any additional office accommodation, depots and storage areas shall be in accordance with the *Contractor’s* proposals included in the Quality Statement.

## SI 905 Services and other things for the use of the *Employer*, *Service Manager* or Others to be provided by the *Contractor*

The services and other things for the use of the *Employer*, *Service Manager* and Others to be provided by the *Contractor* are detailed in schedule 10.

## SI 910 Services and other things to be provided by the *Employer*

The *Employer* provides services and other things as detailed in schedule 10.

The *Contractor* uses any services provided by the *Employer* in an efficient and appropriate manner to benefit the provision of the *service.*

The *Employer* provides the stock of Plant and Materials listed in schedule 10 at the start of the ServicePeriod. Quantities will be measured jointly and the condition confirmed at the start of the ServicePeriod.

The *Contractor* provides the Plant and Materials listed in schedule 10 at the end of the ServicePeriod. Quantities will be measured jointly and condition confirmed at the end of ServicePeriod.

## SI 915 Access to information at the end of the Service Period

Access to information at the end of the Service Period will be in accordance with the demobilisation plan.

## SI 920 Equipment provided by the *Employer*

The *Employer* provides Equipment as detailed in schedule 10.

The *Contractor* will enter into lease agreements in accordance with the terms set out in schedule 10 for the Equipment provided by the *Employer,* on or before the *starting date* The *Contractor* will maintain and operate the Equipment in accordance with the lease agreements, and will only use the Equipment for the provision of the *service*.

# SI1000 HEALTH AND SAFETY

## SI 1001 Incident and claim notification

The *Contractor* informs the *Service Manager* of an incident resulting in reportable injuries under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to any person working to deliver the *service* as soon as possible after the incident (and in any event within 24 hours).

If a claim is made against the *Contractor* arising out of or in connection with Providing the Service*,* the *Contactor* notifies the *Service Manager* of the claim within 7days of its receipt and includes full details of the claim.

## SI 1002 Near miss reporting

The *Contractor* undertakes the collection of data on ‘near miss’ reports arising out of or in connection with the *service* and submits a monthly summary report to the *Service Manager*.

## SI 1005 Health and safety requirements

The *Contractor* complies with the *Employer’s* policy on health and safety.

## SI 1010 Method statements and risk assessments

The *Contractor* prepares detailed method statements and risk assessments for submission to the *Service Manager* for acceptance for the operations listed in schedule 8 or the Task Order.

## SI 1015 Legal requirements

The *Employer* is a commercial client under the CDM Regulation 2015.

The *Contractor* in delivering the *service* undertakes the role of Principal Contractor under the CDM Regulations 2015.

The *Contractor* when instructed to undertake design works as part of a Task Order undertakes the role of Principal Designer under CDM Regulations 2015.

## SI 1020 Health and safety inspections

The *Contractor* arranges for at least quarterly inspections of the *service* to be carried out by their safety officer/advisor and for a written report of each inspection to be submitted to the *Service Manager*. These reports also record any other health and safety inspections undertaken.

Where other inspections for health and safety purposes are undertaken by the *Contractor* these are notified to the *Service Manager,* if remedial actions are required.

# S 1100 SUBCONTRACTING

## SI 1105 Restrictions or requirements for subcontracting

**Small and medium enterprises and local businesses**

The *Contractor* will actively try to use small and medium enterprises (SME) and local businesses in Providing the Service, in line with the proposals included in the Quality Statement provided in the tender submission.

**Supply chain management**

The *Contractor* is to manage the supply chain in accordance with the proposals included in the Quality Statement. The supply chain comprises the suppliers and Subcontractors engaged by the *Contractor* to Provide the Service*.* The *Contractor* manages the supply chain proactively to deliver the *Employer’s* objectives for the *service*. The supply chain will:

* Never jeopardise or compromise health and safety,
* Be committed to reducing costs,
* Never jeopardise or compromise quality,
* Ensure that frequently used items of Materials and Plant are always available,
* Make a fair and predictable profit, and,
* Be engaged on back to back terms, where appropriate.

## 

## SI 1110 Acceptance procedures

Acceptance procedures will be in accordance with the contract.

# SI 1200 ACCEPTANCE OF PROCUREMENT PROCEDURE (Options C and E)

No additional requirements

# SI1300 ACCOUNTS AND RECORDS (Options C and E)

## SI 1305 Additional records

The *Employer’s* additional requirements for accounts and records for Option C and E contracts to be kept by the *Contractor* are detailed in schedule 8.

# SI1400 PARENT COMPANY GUARANTEE (Option X4)

If required, the *Contractor* completes the parent company guarantee at the same time as entering into the contract using the form in schedule 11.

# SI1500 PERFORMANCE BOND (Option X13)

Not required

# SI 1600 WORK CALL OFF ARRANGEMENTS

The *Service Manager* will issue Task Orders to the *Contractor* when instructing the works to be undertaken under the contract. The proposed system for the issuing of Task Orders is detailed in schedule 8.

# SI 1700 TASK ORDER (OPTION X19)

## SI 1705 Programme requirements

No additional requirements to Cl X19.

## SI 1710 Programme arrangement

The *Contractor* complies with the *Employer’s* requirements for the arrangement of the Task Order programme detailed in schedule 8.

## SI 1715 Methodology statement

The *Contractor* complies with the *Employer’s* requirements for Task Order Methodology Statements detailed in schedule 8.

## SI 1720 Work of the *Employer* and Others

Where the work of the *Employer* or Others is required to complete a Task Order the *Contractor* identifies:

* The work to be carried out by the *Employer* or Others,
* Contact details for the work and
* Its potential effect on the Task Order and programme in terms of:
  + Cost,
  + Time,
  + Additional risks,
  + Additional health and safety liabilities during the works,
  + Any mitigation measures agreed, and
  + Any residual risk to the Task Order or Affected Property.

## SI 1725 Information required

No additional requirements to Cl X19.

## SI 1730 Revised programme

No additional requirements to Cl X19.

# SI 1800 *EMPLOYER’S* SERVICE SPECIFICATION AND DRAWINGS

## SI 1805 *Employer’s* service specification

The *Contractor* complies with the *Employer’s* Specificationprovided in the Wokingham Borough Council Specification.

## SI 1810 Drawings

The *Contractor* complies with the *Employer’s* Drawings provided in the Specification.

# SCHEDULE 1 – DESCRIPTION OF THE *SERVICE*

The *service* is the improvement and maintenance of the highway and transport network within the boundaries of Wokingham Borough Council.

**Highway Maintenance**

1. The routine, reactive, cyclical, planned and structural maintenance of assets forming part of the Area Network including:

* Carriageways
* Footways
* Cycleways
* Bridges and subways
* Culverts, retaining walls and other structures
* Street lighting and other lit assets
* Signs and road markings
* Fences, barriers and vehicle restraint systems
* Drainage including gulleys, manholes, catchpits, ditches and pipes
* Car parks
* Bollards, marker posts and street furniture
* Highway verges and other grassed / landscaped areas

1. Winter maintenance including precautionary treatments, snow and ice clearance of carriageway, footways and cycleways
2. Emergency response to incidents on or affecting the Area Network including RTA’s, spillages, weather related incidents and asset failure.
3. Highway safety inspections
4. Support in the management and resolution of third party claims
5. Stakeholder engagement and customer complaints

**Highway Improvement and Development**

1. Improvement and development schemes for the Area Network including:
   * Provision of new assets to extend or enhance the Area network (carriageways, footways, bridges. structures, drainage, street lighting etc)
   * Urban improvement / public realm schemes
   * Surfacing, reconstruction and rehabilitation of the Area Network
   * Safety and traffic engineering
   * Regeneration schemes.

The maximum value of a Task Order for highway improvement and development schemes is anticipated to be equivalent the threshold value of works contracts in accordance with EU Procurement Regulations at the time of issuing the Task Order, provided that the *Contractor* can demonstrate that it has the capability and capacity to deliver the Task and that it represents value for money to the *Employer*. The *Employer* reserves the right to issue a Task Order for highway improvement and development schemes either above or below the threshold value.

The value of the Task Order is the *Employer*’s estimate of the construction cost of the scheme (excluding fees, land costs and compensation costs and the like) using prices at the starting date.

**Other Services**

1. The *Contractor* undertakes the design of highway improvement and development schemes when instructed by the *Service Manager* including but not limited to Surfacing, reconstruction and rehabilitation of the Area Network
2. The *Contractor* supports the *Employer* and the Consultant in the development of an Asset Management led approach to the management of the Area Network when instructed by the *Service Manager*.
3. The *Contractor* undertakes work for other departments of Wokingham Borough Council when instructed by the *Service Manager*. This includes but is not limited to [housing/parks etc].
4. The *Employer* may during the Service Period request the *Contractor* to provide quotations for street cleansing services. If the *Contractor* and the *Employer* agree, the *Employer* issues a Task Order for these services.

**Ordering of Services by Named Authorities.**

The *Employer* has entered into a Service Level Agreement with Slough Borough Council, Reading Borough Council and West Berkshire Borough Council (the Named Authorities) to use this contract to instruct services similar to the *service*.

A Named Authority may notify the *Employer* that it wishes to use this contract to instruct services from the *Contractor*. If the *Employer* agrees, the Named Authority may request the *Contractor* to provide services to the Named Authority. If the Named Authority and the *Contractor* agree, the Named Authority may issue Task Order directly to the *Contractor* and the terms of this contract apply between the Named Authority and the *Contractor*. The *Employer* and the *Contractor* have no rights or obligations to one another in respect of services instructed by a Named Authority.

The Named Authorities pay a fee (the Access Fee) to the *Employer* for the use of this contract in accordance with the Service Level Agreement. The *Contractor* applies the relevant Access Fee amount to the invoice to the Named Authority and pays the amount of the Access Fee to the *Employer* on receipt of the amount from the Named Authority.

**Management of Third Party Claims**

*Claims Against the Employer*

If either the *Contractor* or the *Employer* becomes aware of a claim or potential claim by a third party against the *Employer* in relation to the Area Network, the Party notifies the other.

The Parties review the claim or potential claim in accordance with the Third Party Claims Management Protocol (**Note to tenderers**: *to be developed and included in the Wokingham Highways Inspection Documen*t and made available with Invitation to submit Initial Tenders).

The *Contractor* provides records, photographs and other information relating to the *service* to the *Employer* to enable the *Employer* to assess and manage any claim. The *Contractor* provides support to the *Employer* to manage any claim including attendance at any tribunal or hearing.

*Claims Against Third Parties*

If the *Contractor* becomes aware of any damage to the Area Network caused by a third party, the *Contractor* uses all reasonable endeavours to obtain the details of the third party that caused the damage and to recover the costs of the damages from the third party and/or its insurers.

The *Contractor* accounts for any monies received from the third party and/or insurers and repays the money to the *Employer* at the next *assessment date*.

# SCHEDULE 2 – AREA NETWORK INFORMATION

The Area Network Information is summarised in the table below. Further details are available [link to asset quantities including type, location and condition of the assets groups when website is available]:

|  |  |  |  |
| --- | --- | --- | --- |
| **Asset Group** | **Quantity** | | **Estimated Value (cost of a like-for-like replacement)** |
| Roads and footways | 736 km of roads (including 8 km of motorway)  764 km of roadside footways  5 km of linking footpaths  53 km of off-road cycleways  9 km of on-road cycleways  322 traffic-sensitive streets | | £1,100M |
| Drainage | 29,879 road gullies  Sustainable drainage systems (SUDS)  Critical drainage assets, including ditches and other structures |  | | |
| Structures | 249 structures (including 166 bridges) | | £175M |
| Street lighting | 16,113 columns | | £25M |
| Traffic management | 40 junctions, 61 pedestrian crossings | | £5.5M |
| Street furniture | Signs, fencing, bins, bollards, benches, street name plates, cycle stands, etc. | | £10.6M |
| Land | Carriageway and footway land area, soft landscaping, grass verges, etc. | | £2,700M |

# SCHEDULE 3 – PREMISES TO BE PROVIDED BY THE *EMPLOYER*

Details of the Premises to be provided by the *Employer* for the *Contractor’s* use is detailed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Property Name** | **Location** | **Occupancy Dates** | **Outline Description** |
| Shute End Offices | Wokingham, RG40 1BN | From the starting date to end of the Service Period | Office accommodation for temporary “hot desking” and co-location for Tasks as agreed with the *Employer*.  Project office and collaborative working areas for joint use with the *Employer* and the *Contractor* |
| Toutley Road Depot | Wokingham, RG40 5QP | From the starting date to end of the Service Period | Highways Depot and office accommodation.  The *Contractor* provides “hot desks” in the Depot to enable staff from the *Employer* and the Consultant to work in collaboration with the *Contractor*. The Contractor provides free access to wifi. |

The Contractor enters into a lease for the use of the Premises at the same time as entering into the contract. [**Note to tenderers**: the *Employer* will issue Heads of Terms for the lease at time of Invitation to Submit Initial Tenders. A copy of the current lease is available in Schedule 8 of the Invitation to Participate for information purposes only].

# SCHEDULE 4 – *EMPLOYER’S* OBJECTIVES FOR THE *SERVICE*

The *Employer*’s vision and objectives for the *service* are detailed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Our vision for Wokingham Borough | | | |
| “A great place to live and an even better place to do business” | | | |
| The Transport Vision | | | |
| “The Council’s vision to 2036 is to deliver and maintain a safe, reliable and joined-up transport system that connects new and existing communities, businesses, commercial centres while providing leisure opportunities. The vision will future-proof the transport network for new and emerging technology; reduce social exclusion; improve network resilience; accommodate climate change; reduce congestion and improve productivity”. | | | |
| Objectives | | | |
| Infrastructure | Environment | Social | Technological |
| 1. To optimise connectivity, accessibility and productivity through an integrated approach to land use and infrastructure. 2. To invest in infrastructure enabling and promoting walking, cycling and the use of public transport. 3. To provide new roads alongside new developments enhancing economic growth. 4. To create innovative ways of funding for maintaining infrastructure. 5. To provide well maintained roads by adopting a whole life approach. 6. To optimise investment by collaboratively working with neighbours and partners, for a seamless journey. 7. To address congestion pinch points. | 1. To provide safe, accessible alternative travel options to the car, giving health, air quality and carbon benefits. 2. To maximise the use of low cost renewable energy in operating and maintaining transport assets, minimising the Council’s carbon footprint. 3. To provide greenways for walking and cycling, and green corridors with active biodiversity integral to the travel network. 4. To adapt to climate change and ensure that our transport networks are resilient to severe weather events. | 1. To future proof travel networks to meet a more aged and diverse population whilst meeting the expectations of new generations. 2. To provide a transport system that can accommodate the travel needs of communities, commercial and retail businesses and the leisure sector. 3. To create well connected communities through enabling sustainable travel within and between existing and new housing. 4. To enhance the health and well-being of communities and their residents, through quality social infrastructure, and access to facilities, through alternatives to the car. 5. To reduce long commutes. | 1. To provide a future-proofed travel network that can assimilate emerging and new technologies such as Connected Autonomous Vehicles. 2. To provide an improved customer journey experience, through optimising use of Big Data. 3. To enable dynamic travel choices and optimised network performance, through the provision of borough wide availability of real-time travel information. 4. To allow all travellers to access information on travel opportunities through technological enhancements. 5. Connected council and alliance partners enabling value-added decision making on-site. |

# SCHEDULE 5 – LIMITATIONS ON ACCESS TO THE AREA NETWORK

The limitations on access to the Area Network are detailed as follows:

**Permitting**

The *Contractor* shall comply with the *Employer’s* policy on the implementation of the Traffic Management Act 2004, New Roads and Streetworks Act 1991 and the TRAFFIC MANAGEMENT (WOKINGHAM BOROUGH COUNCIL PERMIT SCHEME) ORDER 2017 and later versions.

The *Contractor* shall comply with The Street Works (Register, Notices, Directions and Designations) (England) Regulations 2007 and operate an Electronic Transfer of Notices compliant system.

**Coordination**

The *Contractor* shall comply with the street authority’s directions in relation to the TRAFFIC MANAGEMENT (WOKINGHAM BOROUGH COUNCIL PERMIT SCHEME) ORDER 2017 and the New Roads and Streetworks Act 1991, with specific regard to traffic sensitive streets listed below.

**Traffic Sensitive Streets**

The *Contractor* complies with the Traffic Sensitive Streets requirements set out in the latest HMMP (**Note to Tenderers**: *currently under review*)

**Events Affecting the Area Network**

The following events are known to affect the operation of the Area Network. This list is indicative only and does not provide a comprehensive list of events, their extent and/or their dates and duration

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Event** | **Extents over which the restriction will apply** | | **Date/Duration** | |
| Henley Royal Regatta | Remenham Lane, Remenham Church Lane and Aston Lane | | June/July, yearly | |
| Rewind Festival | Remenham Lane, Remenham Church Lane and Aston Lane | | August Bank Holiday, yearly | |
| Wokingham Half Marathon | A321 Twyford Road, Bell Foundry Lane, Warren House Road, Maidenhead Road, B3018 The Straight Mile, Hinton Road, Broadcommon Road, Islandstone Lane, Nelsons Lane, Pound Lane, Broadcommon, Hungerford Lane, Darvills Lane and Pound Lane | | February, yearly | |
| Wokingham May Fayre | | Wokingham Town centre | | First May Bank Holiday, yearly |
| Wokingham Winter Carnival | | Wokingham Town Centre | | End of November, yearly |

**Statutory Undertakers**.

The *Contractor* complies with the Special Requirements for Statutory Undertakers that have apparatus in the Area Network.

**Other Highway Authorities**

The *Contractor* takes into account the requirements of other highway authorities that may impact on the *service* and the Area Network

| **Authority** | **Requirements** |
| --- | --- |
| Highways England  Address  Contact: | M4 junctions 8/9, 10 and 11 |
| Bracknell Forest Council  Address: Market Street, Bracknell, Berkshire RG12 1JD  Contact | East and South Eastern borough boundaries |
| Hampshire County Council - Hart District Council  Address: Hart District Council, Harlington Way, Fleet, Hampshire, GU51 4AE  Contact | Southern borough boundary |
| West Berkshire Council  Address: Council Offices, Market Street, Newbury, RG14 5LD  Contact | Eastern borough boundary |
| Reading Borough Council  Address: Civic Offices, Bridge Street, Reading, RG1 2LU  Contact | North western borough boundary |
| Oxfordshire County Council – South Oxfordshire District Council  Address: 135 Eastern Avenue, Milton Park, Milton, OX14 4SB  Contact | Northern borough boundary |
| Royal Borough of Windsor and Maidenhead  Address: Town Hall, St Ives Road, Maidenhead, SL6 1RF  Contact | North eastern borough boundary |

# SCHEDULE 6 – *EMPLOYER’S* ANDOTHER’SPOLICIES

Not Used

# SCHEDULE 7 – STAFF COMPETENCY AND TRAINING

**Staff Competency**

The *Contractor* ensures that People employed by the *Contractor* and subcontractors of any tier have the required training and qualification for the type of work that they are required to carry out the work.

The *Contractor* demonstrates that People have the required training and qualifications through the application of the Construction Skills Certification Scheme or an equivalent method.

**Joint Training**

The *Contractor* proposes training and development initiatives to be carried out jointly with the *Employer* and the Consultant. The proposals include details of the initiatives, the benefits that will result and the cost of the initiatives and how the costs will be borne. The joint training and development initiatives are implemented if instructed by the *Employer*.

**Apprenticeships and Training Opportunities**

The *Contractor* actively seeks to provide opportunities for training and employment in the Borough. These initiatives include:

* The provision of apprenticeships and other formalised training programmes e.g. the CITB Apprenticeship Programme, Institution of Civil Engineers
* The promotion of STEM subjects and opportunities for young people
* Training and employment opportunities for “hard to reach groups” including ex-offenders, ex- armed forces and long term unemployed persons.

A copy of the WBC Employment Skills Plans Guidance for Tenderers document is attached for your reference.  
Note: this is a draft document. The methods statement and tender requirements that it refers to will be discussed with the successful tenderer during the mobilisation period. A mutually acceptable approach will be agreed and subsequently become a contractual commitment.

# SCHEDULE 8 – *EMPLOYER’S* MANAGEMENT PROCEDURES

## A - Management of the *Service*

## A1 - Management Team

The *Employer*, the *Contractor* and the Consultant work to together to form an Alliance with the purposes of delivering:

* the *Employer*’s Vision and Objectives
* an economic, efficient, effective and equitable service for the customers of Wokingham BC
* a commercially sustainable contract for all parties

Prior to the starting date, the *Employer*, the *Contractor* and the Consultant work together to devise and implement Alliance management structures and procedures that maximise the achievement of the above. The initial structure is set out below and is regularly reviewed and developed by the parties during the Service Period to ensure it remains relevant and effective.

The *Employer*, the *Contractor* and the Consultant work together to achieve accreditation of the highway service in Wokingham BC to IS0 44001 within 12 months of the starting date.

**Initial Structure**

The *Employer* proposes to implement three level management structure:

1. An Alliance Board to meet Quarterly
2. Partnership Meetings (monthly)
3. Operation Meetings (as required by the *Service Manager*)

**Alliance Board**

**Purpose**: The Alliance Board:

1. Provide the Alliance with a strategic review and directional steer,
2. Take ownership of and commitment to the success of the Alliance,
3. Provide the mechanism through which the *Employer’s* Vision and Objectives are actioned*,*
4. Provide a link to Council Executive,
5. Take a strategic view of the impact of relevant issues affecting the Alliance,
6. Develop and promote the Annual and Medium-Term Plans
7. Reviews and implement policies and procedures
8. Monitor and review the contract Risk and Opportunity Register,
9. Propose changes to the contract where this is in the interests of deriving best value,
10. Drive effective performance management throughout the range of services,
11. Stimulate continuous improvement in planning and delivery,
12. Champion effective working relationships across the Alliance and with other stakeholders,
13. Monitor achievement against defined programmes and milestones and ensure timely action to implement improvement
14. Develop a strong culture for the management of Health, Safety and Welfare

**Composition:** The Alliance Board has senior members from the *Employer,* the *Contractor* and the Consultant to represent the interests of their respective organisation in respect of the strategic requirements for the delivery of highway and transportation services in Wokingham. The representatives on the Alliance Board are of the level and responsibility that are able to make decisions on behalf of their organisation.

Where it may add value, the Alliance Board may wish to consider inviting an independent person or body to join the Alliance Board to act in a non-executive capacity to drive and facilitate strategic thinking, collaboration, and avoid operational involvement, enhancing the Alliance Board’s functions.

The members of the Alliance Board act in a spirit of mutual trust and co-operation.

**Agenda**: The Alliance Board will meet quarterly or as otherwise agreed. The members of the Alliance Board agree and set the Agenda.

**Partnership Meetings**

**Purpose**: The Partnership Meeting is responsible for partnership operational matters and will:

Provide the management, control and monitoring of the Alliance,

* Take ownership of the strategies, standards and polices for the Alliance,
* Act as point of reference for the Alliance Board,
* Develop, monitor and review the Annual and Medium-Term Plans,
* Monitor Performance of performance measures,
* Regularly report to Alliance Board,
* Ensure that changes are managed in accordance with the contract,
* Review, manage and monitor performance of the delivery of the *service*,
* Promote the development and improvement of the Alliance,
* Consider, prioritise and approve business cases for developments to be included within the Annual and Medium Term Plans,
* Develop, publish and own the Medium Term Plan in line with the *Employer’s* strategic direction and policies,
* Implement and monitor a risk management regime throughout the partnership,
* Ensure a proactive approach to the management of health, safety and welfare
* Review, approve and monitor “Continuous Improvement” initiatives,
* Discuss and escalate issues to the Strategic Board as appropriate,
* Co-ordinate staff development and
* Review contract administrative process and procedure.

**Composition:** The attendees of the Partnership Meetings are senior members of the *Employer*, the *Contractor* and the Consultant who are responsible for the day to day delivery of their respective organisation’s services in Wokingham.

The attendees of the Partnership Meeting act in a spirit of mutual trust and co-operation.

**Agenda**: The Partnership Meeting will meet monthly or as otherwise agreed. The attendees of the Partnership Meeting agree and set the Agenda.

**Operations Meetings**

**Purpose**: Operation meetings will be established to deal with specific areas of the service or Task Orders in order to:

* Provide the budgetary, programme, delivery and performance control of the service / Task Order,
* Provide the management of the process and procedure for the individual service / Task Order,
* Reporting of performance and issues to the Partnership Meeting and/or Alliance Board,
* Ensure collaboration and project delivery complying with programme, brief and Task Orders,
* Formulate initiatives to promote the development and improvement of the service,
* Operate a risk management regime,
* Implement Continuous Improvement initiatives,
* Management of specialist’s processes, procedure and performance
* Management of health, safety and welfare issues

**Composition**: The attendees of the Operation Meetings are members of the *Employer* and *Contractor* teams with responsibility for the day to day delivery of the relevant service / Task Order. Where appropriate, representatives of the Consultant may be invited to be a member of an Operation Meeting

**Agenda**: The Operation Meeting(s) will be held at a frequency appropriate to the service or Task. The attendees of the Operation Meeting agree and set the Agenda.

## A2 - Communication Procedures

The *Employer*, the *Service Manager* and the *Contractor* communicate using communication forms in accordance with the NEC3 Guidance “how to use the TSC communication forms” April 2013.

## A3 - Meetings

The meetings that the *Contractor*’s representatives are to attend as part of Providing the Service are detailed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Meeting** | **Subject** | **Frequency / Duration** | **Attendees** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## 

## A4 - Delegation of Powers – *Service Manager*

The following actions will be delegated to the *Service Manager*, or the *Service Manager’s* staff, by the *Employer* at the commencement of the contract:

|  |  |  |
| --- | --- | --- |
| **Clause** | **Delegated Action** | **Person Responsible** |
|  | ***To be developed during mobilisation*** |  |
|  |  |  |
|  |  |  |

The *Service Manager’s* delegated functions will be reviewed and amended as required by the *Employer* during the Service Period.

## A5 - Delegation of Powers – *Contractor*

**Not Used**

## A6 - Dispute Management

Any dispute arising in connection with the service is referred to the appropriate Board set out in A1. If the Board is unable to resolve the dispute it is escalated to the next Board in the hierarchy.

## B – Scheme management

Not used

## C – Financial management

## C1 - Financial forecasting

The *Contractor* provides to the *Service Manager*, at the frequencies stated in the Contract Data, for each Task Order:

1. Forecasts of the final total of the Prices where Tasks where Option A applies; and
2. Forecasts of the final Defined Cost plus Fee for Tasks where Option C or E apply.

An explanation of the changes made since the previous forecast is submitted with each forecast.

Where the forecast of the final total of the Prices or the final Defined Cost plus Fee for the a Task varies from the original the total of the Prices, the *Contractor* or the *Service Manager* may instruct the other to attend a risk reduction meeting in accordance with this contract.

## C2 - Payment provisions

The *Contractor* submits information to support the application for payment to the *Service Manager* one week before each assessment date. This information is in a form agreed with the *Service Manager* during the mobilisation period and includes but is not restricted to:

* A report to show in detail all Task Orders completed since the previous assessment date
* The % completion of other Task Orders and the change since the previous assessment date
* The calculation of the amount due including:
  + The Defined Cost for those Task Orders under Option *C or E*
  + The total of the Prices for those Task Orders under Option A
* Records of Defined Cost as per Schedule 8F (Accounts and Records)
* Detailed build-ups and substantiation for any new Prices, compensation events or similar
* Monthly indices calculations
* Other details as requested by the *Service Manager*

The information submitted to support the application for payments includes the *Contractor*’s forecast of the amount that will become due between the submission of the information and the assessment date.

The *Contractor* submits a VAT invoice within 5 days of certification of payment by the *Service Manager*.

## D – Contract performance management

The *Employer’s* requirements for performance management from the *Contractor* are detailed as follows:

**Note to Tenderers:** *The Contract Performance Management framework will be developed and included as part of the Invitation to Submit Initial Tenders*.

## 

## E – Health and safety

## E1 - Method statements

The *Contractor* prepares method statements for the operations listed below:

|  |  |
| --- | --- |
| **Operation** | **Remarks** |
| Highway Safety Inspections |  |
| Reactive defect repair |  |
| Emergency Response |  |
| Winter Service |  |
| Street lighting repair and maintenance |  |
| Bridge and structures repairs and maintenance |  |
| Planned patching | A site-specific method statement to be prepared for each planned patching scheme |
| Schemes | Method statement to be prepared for each Scheme |

## 

## F – Accounts and records (option C & E)

The *Contractor* keeps detailed accounts and records of the Defined Cost incurred in Providing the Service on an “open book” basis, i.e. that the accounts and records of Defined Cost are maintained in a fully auditable manner and are made available to the *Service Manager* whenever reasonably required for purposes of verifying the cost of Providing the Service. The *Contractor* keeps such accounts and records for a period of six years after the end of the Service Period.

During the mobilisation period the *Service Manager* and the *Contractor* agree what accounts and records need to be kept by the them in respect of the Defined Cost and what form the breakdown takes. This is consistent with the Schedule of Cost Components and includes but is not limited to:

* People
* Equipment
* Plant and Materials
* Charges
* Subcontractors

The *Contractor* keeps separate accounts and records of all Defined Costs incurred in relation to:

* The *service,*
* Direct fee percentage,
* Subcontracted fee percentage

Subcontractors and suppliers are also expected to keep detailed records of Defined Cost and this information shall be made available to the *Service Manager.*

**Location of accounts and records**

The form and location of the accounts and records that the *Contractor* and Strategic Supply Chain partners are required to keep for this contract shall be agreed during the mobilisation period.

**Access to original separate vouchers and books of account**

The *Contractor* provides to the *Employer* or its representatives or agents, full access to and/or details of, all original vouchers and books of account necessary to demonstrate its Defined Cost if and when reasonably requested to do so by the *Service Manager*.

The records of Defined Cost are maintained on an electronic “cost capture system” that is updated in real-time i.e. records of Defined Cost are entered into the system by the *Contractor* contemporaneously. The *Contractor* provides a web-enabled link for the exclusive use of the *Service Manager* and his delegates to allow unfettered access to the cost capture system. The *Employer* may take and maintain copies of the information.

The *Contractor* grants to the *Employer* or its representatives or agents authority to enter any premises used by them for the purpose of Providing the Service at any time and to have access to all correspondence, documents, books, vouchers, property or other records relating to the provision of the *service*. The *Contractor* further agrees that the *Employer* is entitled to receive such explanation as it considers necessary to establish the correctness of any matter under examination.

## G – Task Orders

## G1 - Work call off arrangements

The *Service Manager* instructs all work to be carried by the *Contractor* under this contract via a Task Order. The *Service Manager* issues each Task Order prior to the starting date for the Task in the Accepted Plan.

The *Service Manager* and the *Contractor* work together to align the work required into work packages that enable the work to be delivered as efficiently and effectively as possible.

The requirements of Option X19 apply to all Task Orders.

The *Service Manager* may call off work to be carried out under a Task Order. When work is called off the *Service Manager* issues to the *Contractor* a Works Order which describes the nature of the work required, the location of the work and the required response time in accordance with the *Employer*’s policy. Where work is to be called off the *Contractor* is not required to issue a Task Order programme unless otherwise requested by the *Service Manager*.

Where the nature of the work required does not permit the *Service Manager* to issue a Works Order prior to the work being carried out, the *Service Manager* may by exception and solely in relation to out of hours or emergency response provide a verbal instruction to the *Contractor* and then issue a retrospective Work Order as soon as practicable.

## G2 - Task Order programme

The *Contractor* submits Task Order programmes as required by the contract. In addition to the requirements of X19.6, the *Contractor* shows on each Task Order programme the traffic management plans and layouts required for the work in the Task.

## G3 - Task Order methodology statements

The *Contractor* submits Task Order methodology statements for Tasks when required by the *Service Manager*.

# SCHEDULE 9 – *CONTRACTOR’S* PLANS

**The *Employer's* Annual Plan and Forward Plan**

At least 4 *weeks* prior to the *starting date* and each anniversary of the *starting date* the *Employer* provides the *Contractor* with a schedule of the Tasks that he envisages ordering from the *Contractor* in the following Financial Year.

The *Employer* shows on each Annual Plan:

* a description of each Task,
* any site or programme constraints already identified,
* any risks already identified.

The *Employer* consults with the *Contractor* about the work and Tasks to be included in the Annual Plan before he issues it. The *Contractor* provides advice to the *Employer* about the work and Tasks to be included in the Annual Plan with the intention of maximising the efficiency and effectiveness of the work. This includes options for the packaging and timing of the work, site and programme constraints and risks.

At the same time the *Employer* provides the *Contractor* with a Forward Plan for the [*two*] Financial Years following the Financial Year to which the Annual Plan relates.

The *Employer* shows on each Forward Plan:

* an outline description of each Task,
* preliminary design information for each improvement type Task,
* a condition target (from the Asset Management Plan) for each maintenance type Task,
* any site or programme constraints already identified,
* any risks already identified.

**The *Contractor’s* Plan**

The *Contractor* produces an annual plan for the work shown in the *Employer’s* Annual Plan. The *Contractor’s* annual plan shows the requirements of Clause 21 of the contract except that the *starting date* and the end of the *service period* become the first day and last day respectively of the year to which the annual plan relates.

**Mobilisation Plan**

The *Contractor* includes a Mobilisation Plan in his tender submission along with an organisation chart and schedule of key people*.* The *Contractor* mobilises in order to Provide the Service with effect from the *starting date* in accordance with the Mobilisation Plan.

The Mobilisation Plan includes a methodology, risk register and detailed mobilisation programme for:

* Demobilising the outgoing contractor
* Transferring people from the outgoing contractor in accordance with TUPE requirements
* Procuring the resources (people, plant, materials, equipment (including IT equipment) and Subcontractors) needed to enable the smooth transition and continuity of the *service*
* Performing the requirements set out in Schedule 8
* Undertaking staff training, accreditation and development
* Taking over the *service* and managing work in progress
* Preparing a Business Continuity Plan in accordance with ISO 22301 showing how it is intended to maintain the provision of the *service* and all records relating to the *service*
* Preparing a draft Demobilisation Plan setting out how it is intended to demobilise and hand over provision of the *service* to a replacement contractor at the end of the Service Period

The Mobilisation Plan addresses the matters set out in this schedule and any other matters that the *Service Manager* reasonably requires or the Parties agree should be addressed and includes a breakdown of costs for the works described in the Mobilisation Plan. The work that needs to be done for the *Contractor* to mobilise the *service* is instructed through a Task Order.

**Demobilisation Plan**

At the end of the Service Period (or earlier if the *Contractor*’s obligation to Provide the Service is terminated in accordance with the contract) the *Contractor* co-operates in the transfer of all or part of the service to the *Employer* or the incoming contractor.

Not later than 12 months prior to the end of the Service Period (or within [*3*] weeks of the contract being terminated) the *Contractor* reviews and issues his Demobilisation Plan setting out how he proposes to demobilise and handover the provision of the *service* to the *Employer* or incoming contractor*.*

The Demobilisation Plan addresses the matters set out in this schedule and any other matters that the *Service Manager* reasonably requires or the Parties agree should be addressed and provides a breakdown of costs for the works described in the Demobilisation Plan. The work that needs to be done for the *Contractor* to demobilise all or part of the *service* is instructed through a Task Order.

The *Contractor* allows the *Employer* or incoming contractor to carry out a due diligence review to enable them to draw up proposals for delivery of the *service* after the transfer.

Access to the *Contractor*’s premises and employees for this review has due regard for the confidentiality of other business and customers of the *Contractor*. The *Contractor* allows all reasonable access to its premises and employees for this purpose without charge to the *Employer* or incoming contractor.

The *Contractor* co-operates (and provides reasonable assistance) with the *Employer* or incoming contractor as necessary to allow the *service* to be continue without disruption to the Area Network. The *Contractor* completes the actions, executes any documents and meets all other requirements to implement the Demobilisation Plan.

The *Contractor* provides the *Employer* or incoming contractor with any data in a viable format relating to any work-in-progress in the provision of the *service* which is necessary to enable the *Employer* or replacement contractor to Provide the Service.

The *Contractor* co-operates with the *Employer* or incoming contractor during the handover and this co-operation extends to allowing access to (and providing copies of) all documents, reports, summaries and information required to achieve an effective transition to the incoming contractor without disruption to the *Employer*’s operational requirements.

At the end of the Service Period (or earlier termination of the contract) the *Contractor* ensures that the *service* (including those parts added during the Service Period) continues until the end of the Service Period.

The *Contractor* provides all reasonable assistance to the incoming contractor during the mobilisation period for their contract and co-operates when instructed by the *Service Manager*.

# SCHEDULE 10 – SERVICES AND OTHER THINGS TO BE PROVIDED

The *Employer* provides Equipment for the use of the *Contractor* in Providing the Service as detailed in the documents listed below and provided in the data room:

|  |  |
| --- | --- |
| **Equipment** | **Details** |
| None |  |
|  |  |
|  |  |

# SCHEDULE 11 – FORM OF PARENT COMPANY GUARANTEE AND FORM OF PERFORMANCE BOND

**PARENT COMPANY GUARANTEE**

**DATED [ ] 201\_**

**(1) [*EMPLOYER*]**

**AND**

**(2) [PARENT COMPANY GUARANTOR]**

**PARENT COMPANY GUARANTEE**

**In relation to**

**[Highways Improvement and Maintenance Term Service Contract]**

[for …………………………………………………………..]

between

[*Employer*] and [*Contractor*]

**THIS PARENT COMPANY GUARANTEE** is dated [ ]201\_

**BETWEEN:**

**(1) The Council** of [………………………………………………………..] (the “***Employer***”); and

**(2) [GUARANTOR]** (registered in England and Wales under company number […………………….]) whose registered office is at [……………………………………………………………..] (the “***Guarantor***”)

**NOW IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this guarantee where the context so admits:

The following expressions shall have the following meanings:

“Contract”

means the **[Highways Improvement and Maintenance Term Service Contract for ……………..]** dated on or about the date of this guarantee between the *Employer* and the *Contractor* for the provision of highways services by the *Contractor* on the *Employer’s* highway,

“*Contractor*”

means [***insert name of Contractor***],

“Expiry”

means an expiry of the Service Period as defined in the Contract,

“Service”

means the highways works and services to be provided by the *Contractor* in accordance with the Contract.

1.2 Successors in Title

The *Employer* and the *Guarantor* shall include both parties’ successors in title and assigns.

1.3 Headings

The headings in this guarantee are inserted for convenience only and shall be ignored in construing the terms and provisions hereof.

1.4 Joint Tenants

Where there are two or more persons included in the expressions “*Guarantor*” or “*Employer*” then such expressions shall include the plural number and any obligations expressed to be made by or with such Party hereunder or pursuant hereto shall be deemed to be made and undertaken by such persons jointly and severally.

**2 GUARANTEE AND INDEMNITY**

2.1 The *Guarantor* guarantees to the *Employer* that in the event of a breach of the Contract by the *Contractor* (which for the purposes of this guarantee shall include any default, occurrence or omission by the *Contractor* which results in the termination of the Contract or the determination of the *Contractor’s* employment under the Contract and shall not be limited to a breach per se of any term of the Contract) the Guarantor shall, subject to the provisions of this guarantee, satisfy and discharge the loss, debt, damage, interest, cost or expense sustained or incurred by the *Employer* as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract. For the avoidance of doubt the decision of a court or tribunal of competent jurisdiction or agreement reached between the *Contractor* and the *Employer* shall be binding on the *Guarantor*.

2.2 If the *Contractor* fails to observe or perform any of its duties or obligations to the *Employer* under the Contract (which for the purposes of this guarantee shall include any default, occurrence or omission by the *Contractor* which results in the termination of the Contract or the determination of the *Contractor’s* employment under the Contract and shall not be limited to a breach per se of any term of the Contract), or if the *Contractor* fails to pay any sum, loss, debt, damage, interest, cost or expense due from the *Contractor* to the *Employer* under or in connection with the Contract, the *Guarantor* (as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1) shall indemnify the *Employer* from and against all loss, debt, damage, interest, cost or expense sustained or incurred by the *Employer* by reason of any such failure or non-payment.

**3 AMENDMENTS TO THE CONTRACT**

3.1 The Contract may be modified, amended or supplemented in any way (including, but not limited to, the scope of the Service) without the *Guarantor’s* consent and references to the Contract in this guarantee shall include all such modifications, amendments or supplements whether made before or after the date hereof. The *Guarantor’s* liability under this guarantee (which includes the *Contractor’s* duties, obligations and liabilities under the Contract as modified, amended or supplemented) shall not be affected by:

3.1.1 any such modification, amendment or supplement or

3.1.2 any invalidity, avoidance or unenforceability for any reason whatsoever or termination of the Contract or

3.1.3 any waiver, concession, allowance of time, compromise or forbearance given to, or made with, the *Contractor*. The terms of this guarantee shall apply to the terms of any such compromise as they apply to the Contract.

**4 LIMITATION ON *GUARANTOR’S* LIABILITY**

4.1 The *Employer* hereby agrees that the *Guarantor’s* liability under this guarantee shall be limited to and shall not exceed the obligations or liabilities assumed by the *Contractor* under the Contract.

**5 ASSIGNMENT**

5.1 The *Employer* shall be entitled to assign the benefit of this guarantee to any party to whom it assigns its interest under the Contract but not otherwise without the *Guarantor’s* prior written consent provided the *Guarantor* and *Contractor* shall be entitled to receive notice of such assignment in writing within a reasonable period of the assignment taking place.

**6 DURATION**

6.1 The obligations of the *Guarantor* under this guarantee shall be released and discharged absolutely upon Expiry save in respect of a demand made in writing by the *Employer* prior to such date. For the avoidance of doubt the establishment and ascertainment pursuant to clause 2 above of the loss, debt, damage, interest, cost or expense sustained or incurred by the *Employer* may occur subsequent to such demand which may be validly given notwithstanding any lack of particulars of breach of the Contract or of the loss, debt, damage, interest, cost or expense sustained or incurred by the *Employer*.

**7 JURISDICTION**

7.1 This guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

7.2 The parties irrevocably agree that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS** whereof this guarantee has been duly executed and delivered as a deed on the date stated above.

**EXECUTED** as a **DEED** by

**THE *EMPLOYER*** by the signatures of:

Authorised Signatory

Authorised Signatory

**EXECUTED** as a **DEED** by

**THE *GUARANTOR*** by the signatures of:

Director

Director/Company Secretary