Area 10
Asset Delivery

Maintenance and Response Contract

Price List

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	19/02/18
1	0.1	Updated hyperlinks to Schedules A & B	AN	09/03/18
2	0.2	Updated all hyperlinks	AN	29/03/18
3	1.0	Added new Cost Reimbursable Item 65 “Traffic Signs and Road Markings / Studs – maintenance or replacement work for Remotely Operated Temporary Traffic Management Signs (ROTTMS)” in Paragraph 27 of Section D.	AN	20/04/18
4	2.0	Updated hyperlinks to schedule C and MOM	AN	20/04/18

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PREAMBLE

1 The method of payment is structured to reflect the type of service and is defined in the Price List and associated schedules. A combination of Lump Sum (LS), Schedule of Rates (SOR) and Cost Reimbursable (CR) items are applicable in this Contract.

2 Section A of this document sets out those aspects of the *services* that will be paid for on a lump sum basis.

3 Section B of the document sets out the schedule of rates for cyclic aspects of the *services* and is used to build up and amend the lump sum prices in Section A. The Method of Measurement for Schedule B applies to the SOR for Section B.

4 Section C of this document sets out those non-cyclic aspects of the *services* that will be paid for on a schedule of rates basis. The Method of Measurement for Schedule C applies to the SOR for Section C.

5 Section D of this document sets out those aspects of the *service* that will be paid on a cost reimbursable basis.

6 Section E of this document sets out the requirements for the fee percentage.

7 Section F of this document sets out the requirements of the *service* that will be instructed via Task Orders.

8 The items referred to in this Price List and associated Schedules A, B and C refer to activities in the Cyclic and Reactive Maintenance Delivery Plan (CRMDP) and the Concept of Delivery Plan.

9 All *services* performed by the *Contractor* under this contract are paid for on a schedule of rate basis except for:

(1) Services identified in Section A, B and F of this document to be paid for on a lump sum basis.

(2) Services identified in Section D of this document to be paid for on a cost reimbursable basis.

10 Payment for Temporary Traffic Management (TTM) is as follows:

(1) TTM required for LS work – TTM is included in the LS item.

(2) TTM required for Schedule B work – TTM is included in the rate.

(3) TTM required for Schedule C SOR work – TTM is paid on a SOR basis except where such SOR work is undertaken with LS work.

(4) TTM associated with CR work – TTM is paid on a CR basis except where such CR work is undertaken with LS or SOR work.

(5) Where work paid for by two different payment mechanisms overlap, the non-overlapping element will not be subject to the exceptions in (3) and (4)

(6) TTM required for Others – TTM is paid on a SOR basis.

SECTION A – LUMP SUM SERVICES

Scope and Payment Type

11 Refer to the Price List, Schedule A for details of the Lump Sum items.

12 Each amount for the items in Schedule A (excluding those referred to in paragraph 15) shall include for the cost of everything necessary to meet the performance requirements and service levels set out in the relevant sections of the Scope and all other obligations under the contract for the relevant *service*, save for the cost of those services set out in Section D of the Price List.

13 Each amount for items in Schedule A Deliver Maintenance Solutions (Cyclic Items) and Deliver Maintenance Solutions (Cyclic Activities) shall be built up from the rates in Schedule B.

Payment Process

14 The Mobilisation Lump Sum becomes due as follows:

(1) Interim Payment. Fifty percent of the Mobilisation Lump Sum becomes due on the latest of:

(i) two months after the *starting date,*

(ii) acceptance by the *Service Manager* of the *Contractor*'s documented mobilisation process and

(iii) completion of those tasks that the accepted mobilisation process shows must be completed by two months after the *starting date* as certified by the *Service Manager*.

(2) Final Payment. The balance of the Mobilisation Lump Sum becomes due on completion of all the tasks included in the accepted mobilisation process as certified by the *Service Manager*.

15 The Demobilisation Lump Sum becomes due on completion of the demobilisation duties stated in the Scope as certified by the *Service Manager*.

16 The other Lump Sums will become due on a monthly basis on completion of identified activities stated in the Accepted Plan which will define the projected spend profile. The lump sum items do not include items included in Sections C or D.

SECTION B –SCHEDULE OF RATES SERVICES (CYCLIC MAINTENANCE)

Scope and Payment Type

17 Refer to Price List, Schedule B for details of the Schedule of Rates items.

18 Schedule B is used only to build up and amend the Prices in Schedule A.

19 Each rate in the schedule of rates is the price for the item or unit of quantity described. It is anticipated that the item descriptions in the schedule are representative of the work likely to be carried out.

20 If an actual item of work is similar to, but not the same, as an item of work in the schedule, the *Contractor* uses the scheduled resource costs and outputs in the Price List as a basis to calculate a new rate. Where no similar or equivalent work is included within the schedule, the *Contractor* calculates the rate using the same principles that were used to calculate the tendered rates. The *Contractor* gives the reasons for and method of adjustment of any new rates.

SECTION C –SCHEDULE OF RATES SERVICES (NON CYCLIC ACTIVITIES)

Scope and Payment Type

21 Refer to Price List, Schedule C for details of the Schedule of Rates items.

22 Save where expressly provided otherwise the schedule of rates contained in Schedule C is used to pay the *Contractor* during the *service period*.

23 Each rate in the schedule of rates is the price for the item or unit of quantity described. It is anticipated that the item descriptions in the schedule are representative of the work likely to be carried out.

24 Where an item has a quantity banding, the item to be used will be the one with the correct quantity carried out by a gang during that shift. The rate is then multiplied by the quantity to arrive at the price for the activity.

25 If an actual item of work is similar to, but not the same, as an item of work in the schedule, the *Contractor* uses the scheduled resource costs and outputs in the Price List as a basis to calculate a new rate. Where no similar or equivalent work is included within the schedule, the *Contractor* calculates the rate using the same principles that were used to calculate the tendered rates. The *Contractor* gives the reasons for and method of adjustment of any new rates.

SECTION D – COST REIMBURSABLE SERVICES

Scope and Payment Type

26 The process for payment of services on a cost reimbursable basis is defined in the Scope.

27 Cost Reimbursable items instructed by the *Service Manager* are:

Ref	Scope		Item
	Ref	Subject	
1	1.3.2	Statutory Powers	The *Contractor* carries out additional services to support the *Client* in exercising their statutory powers.
2	1.8.1	Arbitration and Legal proceedings	The *Contractor* assists with and attends arbitration, alternative dispute resolution proceedings, consultation, inquiries, and legal proceedings under a contract with Others.
3	NOT USED	NOT USED	NOT USED
4	11.1.2	Business continuity	The *Contractor* implements any proposed amendments to the business continuity plan.
5	7.2.3	Disclosure Requests	The *Contractor* responds to a Disclosure Request.
6	7.5.1	Consultations, inquiries etc	The *Contractor* provides advice and assistance and undertakes all duties including attendance at any public meeting, consultation, inquiry or tribunal necessary and prepares such documents as may be necessary to enable the *Client* to gain authority for proposed work, and the acquisition of land and rights required for the execution of the work.
7	16.5.2	Asset Type: 0500 – Drainage and Service Ducts	The *Contractor* provides a cyclic maintenance service for the balancing ponds, pumping stations and ancillary items) to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.
8	16.6.1	Asset Type: 0600 - Geotechnical Assets	The *Contractor* repairs defects, not resulting from an Incident, for geotechnical assets to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery and Annex 20.
9	Not Used	Not Used	Not Used

Ref	Scope		Item
	Ref	Subject	
10	16.10.1	Asset Type: 1700 - Structures	The *Contractor* provides a cyclic maintenance service for structures to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.
11	16.15.5	Access Equipment	The *Contractor* provides access equipment for the *Client* and Others to enable the *Client* to undertake inspections and other duties as necessary.
12	17.2.3	Severe Weather Service	The *Contractor* moves salt into the Affected Property or between Premises in the Affected Property.
13	17.4.2	Severe Weather Service	The *Contractor* repairs the Client's Vehicles.
14	17.10.1	Severe Weather Service	The *Contractor* provides fuel for the winter fleet.
15	18.1.2	Deliver Incident Response	The *Contractor* carries out Incident Response services not listed in 18.1.1 and makes safe the Affected Property
16	19.1.1	Restore asset condition after Incident	The *Contractor* repairs defects in the Affected Property where the damage may lead to a Green Claim.
17	14.4.3	Continual improvement	The *Contractor* carries out trials, testing or a pilot project to assist with the development of a proposed Enhancement.
18	14.5.2	Records	The *Contractor* undertakes translation of existing records into an accepted format.
19	Annex 8 1.3.1	Security Checks – Additional Vetting Requirement	The *Contractor* carries out the appropriate level of National Security Vetting (NSV) as a change to the Scope.
20	Annex 8 1.12.3	Renewal of the BPSS	The *Contractor* carries out additional security checks on any Staff required to operate in or on a List X site.
21	Annex 8 1.13.2	Ongoing personnel security management ("aftercare")	Where the *Contractor* reports a case of doubt or the *Service Manager* considers that the actions of any of the Staff do not conform to the required behaviours, the *Contractor* reviews the performance of the individual concerned.

Ref	Scope		Item
	Ref	Subject	
22	Annex 8 1.15.5	PART TWO – National security Vetting (NSV)	The *Contractor* carries out the approval process set out in paragraph 1.10 where NSV is required.
23	Annex 13 1.2.15 (6)a	CDM compliance	The *Contractor* acts as principal contractor and carries out associated duties in respect of work carried out by the Client.
24	Annex 13 1.2.15 (6)b	CDM compliance	The *Contractor* acts as principal contractor and carries out associated duties in respect of work carried out by Others.
25	Annex 14 2.2.2(2)(h)	Asset & property management services - Trespassers	The *Contractor* attends legal hearings.
26	Annex 14 4.3.3(2)	Cleaning service	The *Contractor* carries out reactive cleaning.
27	Annex 14 4.3.6	Cleaning service	The *Contractor* carries out specialist cleaning.
28	Annex 14 4.3.8(1)	Min service req. Cleaning	The *Contractor* provides a Reactive Cleaning Service to address ad hoc Emergency, Urgent and or Routine cleaning requests.
29	Annex 14 4.3.8(1)	Min service req. Cleaning	The *Contractor* implements and carries out Specialist Cleaning
30	Annex 14 5.1.4(4)	HSE - Management procedures	The *Contractor* updates and issues the forms QRC and MIC to reflect changes in legislation, use and circumstances.
31	Annex 14 5.12.7(b) (EM14)	HSE - Biodiversity	The *Contractor* conducts audits of the *Client*'s estate to identify nationally and locally important habitats and species and where necessary conducts site-based surveys and assesses the impact of activities on biodiversity at each site.
32	Annex 14 5.12.7(c) (EM14)	HSE - Biodiversity	The *Contractor* develops management plans/actions for nationally and locally important habitats and species, and identifies opportunities for biodiversity enhancement on other areas of land through their delivery plans.
33	Annex 14 6.3.8	Premises Services - Reactive Repairs and Maintenance	The *Contractor* provides a reactive maintenance service.
34	Annex 14 6.10.1	Premises Services - Winter Commissioning Activities	The *Contractor* undertakes Brine Production Saturators commissioning.
35	Annex 14 7.2.1(2)(b)	Grounds Service	The *Contractor* provides a reactive grounds maintenance service.

Ref	Scope		Item
	Ref	Subject	
36	Annex 14 7.2.2(1)	Grounds - Service requirements - Horticulture	The *Contractor* provides a reactive horticulture service within the Response and Rectification Times.
37	Annex 14 7.2.2(2)(c)	Grounds - Service Requirements - Maintenance	The *Contractor* provides remediation of vandalism and the removal of graffiti.
38	Annex 14 7.2.2(3) (GG10)	Grounds - Service requirements - Site Access	The *Contractor* provides a 24-hour rapid response service to clear snow, ice and/or standing water and grit all roads, pathways, car parks and external fire escape routes within the Premises
39	Annex 14 10.2.4	Reactive Repairs and Maintenance	The *Contractor* provides a reactive maintenance service.
40	Annex 14 11.2.2 (PC2)	Pest control - Service Requirements	The *Contractor* provides a reactive Pest Control Service
41	Annex 14 14.3.3(7)	Waste management - Op and management	The *Contractor* provides a reactive waste collection service.
42	17.10.1	Severe Weather Services	The *Contractor* undertakes snow clearance
43	16.11.1	Asset Type 2200 Tunnels	The *Contractor* provides a cyclic maintenance service for tunnels to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification
44	16.11.2	Asset Type 2200 Tunnels	The *Contractor* repairs defects, not resulting from an Incident, for tunnels to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20
45	NOT USED	NOT USED	NOT USED
46	16.10.2	Asset Type 1700 Structures	The *Contractor* repairs defects, not resulting from an Incident, for structures to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20

Ref	Scope		Item
	Ref	Subject	
47	16.5.4	Asset Type: 0500 – Drainage and Service Ducts	The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for balancing ponds, pumping stations and ancillary items.
48	8.1.2(3)	Asbestos	Where asbestos is found, this is regarded as an urgent or emergency service and the Contractor arranges the removal of the asbestos.
49	NOT USED	NOT USED	NOT USED
50	17.8	Other Severe Weather Duties	Abandoned vehicle arrangements
51	17.8	Other Severe Weather Duties	Reserve and contingency arrangement
52	17.8	Other Severe Weather Duties	Treatment of emergency diversion routes
53	17.8	Other Severe Weather Duties	Reactionary treatment for snow and ice Excluding "Precautionary treatment", and "fitting and removal of snow plough" requirements under paragraph 8.2.1 which should be under Schedule C.

Ref	Scope		Item
	Ref	Subject	
54	17.8	Other Severe Weather Duties	Ploughing and snow clearance techniques - Aftercare and follow up treatments
55	17.8	Other Severe Weather Duties	Arrangement for use of blowers
56	17.8	Other Severe Weather Duties	Heavy rain - Pumping, jetting and clearance techniques
57	17.8	Other Severe Weather Duties	Heavy rain - after care and follow up If minimal or responsive works are required which will be undertaken as routine works.
58	Annex 22 Appendix B (Note3)	Foundation Brake Full Inspection	The *Contractor* replaces parts or undertakes additional work that may become necessary as the result of the foundation brake full inspection as instructed by the *Service Manager*.
59	20.1.1	Minor Works	The *Contractor* will deliver minor renewal and improvement works as set out in Annex 28.
60	19.1.2	Restore asset condition after Incident	Where for reasons of extreme urgency prices cannot be agreed nor already exist, the *Contractor* repairs defects in the Affected Property resulting from an Incident and where the damage will not lead to a Green Claim, as instructed by the *Service Manager*.
61	12.1.3	Mobilisation	The *Contractor* to arrange relocation of the TRAKA cabinets and other Airwave equipment, as instructed by the *Service Manager.*
62	17.8	Severe Weather Desk establishment	The *Contractor* to attend and participate in the Severe Weather Desk as instructed by the *Service Manager*.

Ref	Scope		Item
	Ref	Subject	
63	18.3	Red Claims	When instructed by the *Service Manager*, the *Contractor* to provide the information, any further information or clarification, records that relating to an incident which gave rise to the Red Claim as specified in the Scope.
64	Annex 14 6.7.1 (2) (d)	Premises Services – Maintenance Activities	The *Contractor* does not make any modification or fit any equipment to the Brine Production Saturators without the prior approval of the *Service Manager*.
65	Annex 20 11.1	Traffic Signs and Road Markings / Studs – Maintenance or Replacement of Remotely Operated Temporary Traffic Management Signs (ROTTMS)	The Contractor carries out maintenance or replacement work for ROTTMS as instructed by the *Service Manager*.

SECTION E – FEE PERCENTAGES

28 The Fee Percentages shall include for the following:

Item No.	Constituent of Fee
1	Profit
2	Franchises, Royalties, Licences
3	Accounting, Auditing and Payroll, Business Development, Procurement and other support services(ex:, general and head office management and administration)
4	Research and Development
5	Publicity, Marketing, Sales, Exhibitions
6	Entertainment
7	Rents, Rates, Leases, Services and Servicing of Premises, Stationery, Telecommunications, Postage charges
8	IT/Computing
9	Asset Depreciation
10	Insurance Premiums
11	The amount of any excess borne by the *Contractor* in respect of any claims under *Client's* Liability and Professional Indemnity Insurances
12	Finance and Interest Charges
13	Severance
14	Bonuses & Incentives
15	Personnel / HR Services
16	Quality Assurance
17	Health and Safety
18	Training
19	Supply Chain
20	Legal Costs
21	Environmental and Sustainability
22	Management and non-chargeable Directors
23	Adjustment for non-recoverable hours
24	Other non-recoverable costs (specified by the *Contractor* at time of Tender)

SECTION F – TASK ORDERS

33 The following items may be instructed via Task Order at the discretion of the *Service Manager.* The Task price list will be added to Section C of the Price List. If they are not instructed via Task Order, the relevant payment mechanism above will apply:

Ref	Scope		Item
	Ref	Subject	
1	19.1.2	Restore asset condition after Incident	The *Contractor* repairs defects in the Affected Property resulting from an Incident and where the damage will not lead to a Green Claim, as instructed by the *Service Manager*.
2	9.1.4	Premises Management	If agreed with the *Contractor*, the *Contractor* undertakes improvement and renewals works in the *Clients* Premises.
3	20.1.1	Minor Works	The *Contractor* will deliver minor renewal and improvement works as set out in Annex 28.
4	16.16.1	Other Duties	The *Contractor* inspects the Affected Property in accordance with Annex 20 as instructed by the *Service Manager*

SCHEDULE A – LUMP SUM

See separate Microsoft Excel Spreadsheets

Area 10 M&R Price List Schedule A Issue 4 Revision 1.0.xls

SCHEDULE B – SCHEDULE OF RATES (CYCLIC MAINTENANCE)

See separate Microsoft Excel Spreadsheets

Refer to Schedule B Method of Measurement

Area 10 M&R Price List Schedule B Issue 4 Revision 1.0.xls

Area 10 M&R MOM Schedule B Issue 4 Revision 1.0.pdf

SCHEDULE C – SCHEDULE OF RATES (OPERATIONAL AND REPAIR)

See separate Microsoft Excel Spreadsheets
Refer to Schedule C Method of Measurement

Area 10 M&R Price List Schedule C Issue 4 Revision 1.0.xls

Area 10 M&R MOM Schedule C Issue 4 Revision 1.0.pdf