

Area 4 Interim

Construction Works Framework Framework Information

Framework Information
for Construction Works Framework
contents amendment sheet

Issue No.	Revision No.	Amendments	Initials	Date
1	0	Tender Issue	LP	01/05/20
1	1	Road pavement (Category Management requirements) – para 3.9	MK	05/05/20
1	2	<ul style="list-style-type: none"> • Demobilisation added • Payment methodology for Principal contractor, general management, construction management and commercial management. 	MK	10/06/20
1	3	New/amended paragraphs 3.10; 3.11; 3.13; 5.3; 5.4; 5.5; and 5.10	MK	10/07/20

Table of contents

1. Introduction and background	4
2. Overall scope	4
3. Contract scope	4
4. Changes to the affected property	8
5. Operation of the Framework.....	8
6. Selection procedure	10
7. Quotation procedure TSC Work Orders.....	10
8. General obligations	10
Appendix 1	13
Appendix 2.....	13

1. Introduction and background

- 1.1. Highways England (the *Client*) has developed an innovative operating model for the way maintenance, renewals and minor improvements are delivered in the Affected Property. This way of working involves the *Client* contracting directly with suppliers who carry out work on their behalf. The aspiration is that the *Client* and the contracted suppliers will work in a collaborative manner so that mutual benefits can be gained by all parties.
- 1.2. To deliver construction activities, a Construction Works Framework Contract has been developed, specifying the disciplines of highways construction required. This Framework Contract will have a duration of 1 year from the access date specified within the Contract Data.
- 1.3. Not used.
- 1.4. Identified Terms and Defined Terms in this document will have the same meaning as in the Contract Data and the conditions of contract.

2. Overall scope

- 2.1. The *Supplier* facilitates the *Client* to achieve the vision and goals set out in Annex 2 to the Term Service Scope, as modified and updated by the *Client* from time to time.
- 2.2. The scope of the Framework Contract is for the execution of the *Client's* construction and associated works within the Affected Property. The *Client* cannot guarantee the volume or the value of the projects to be called off under this Framework Contract.
- 2.3. The *Supplier* may be instructed to provide Early Contractor Involvement (ECI), specialist technical input and/or *Supplier* design.
- 2.4. The *Supplier* may be required to work with others, such as the *Client's* Maintenance and Response contractors and/or Category Management providers
- 2.5. The Affected Property is
 - the strategic road network in the South East Region Area 4.
 - the associated infrastructure and amenities, and
 - other infrastructure and amenities the *Client* is required to maintain or improve from time to time within these geographical boundaries.

The boundaries and network details of Area 4 are as shown in the Affected Property map located in the Bravo Contractual Information folder sub-folder entitled Map.

3. Contract scope

3.1. Road lighting and electrical works

This discipline covers the supply of People, Plant and Materials and Equipment for the installation, commissioning, de-commissioning, removal and disposal of:

- Road lighting and
- Illuminated signs and other highway electrical equipment.

3.2. General civils, drainage and geotechnical

This discipline covers the supply of People, Plant and Materials and Equipment to carry out the installation, construction, commissioning, de-commissioning, removal and disposal activities including but not limited to:

- Ducting
- Kerbing
- Footways
- Modular paving
- Brick/block/stonework
- Foundations and Piling
- Retaining walls
- Demolition
- Earthworks
- Temporary works
- Non-illuminated traffic signs and posts
- Site clearance and landscaping
- Asbestos removal (planned)
- Earthwork stabilisation
- Counterfort drains and soil nailing
- Ground anchors,
- Slope netting (rock and soil),
- Rock slope works including dowels, bolts, scaling, buttressing, dentition, shotcrete,
- 'Innovative' stabilisation techniques, such as electrokinetic osmosis, fibre reinforced soil, soil mixing and the use of geosynthetics to reinforce soil.
- Construction and removal of drainage and manhole/catch pits.
- Renewal or recycling of filter drain material,
- Renewal and repair of pipes and pipe lining,
- Renewal of ditches, swales, ponds and any other vegetative treatment systems,
- Control and disposal of contaminated material,
- CCTV surveys,
- Crack sealing
- Pavement joint repair
- Jetting and mechanical clearance of drains and soakaways,
- Installation, removal and renewal of flow control equipment in storm-flow or attenuation systems, and
- Installation, removal and renewal of any other drainage ancillary items including petrol interceptors.

3.3. Technology

This discipline covers supply of People, Plant and Materials and Equipment to carry out installation, construction, commissioning, de-commissioning, removal and disposal of:

- Highway technology works
- specialist technology equipment
- traffic signal equipment; and
- safety cameras and CCTV equipment.

3.4. Landscaping and ecology

This discipline covers the supply of People, Plant and Materials and Equipment to carry out landscaping and ecology works including:

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- Weed control
 - Wildlife control
 - Ground preparation
 - Site Clearance
 - Seeding
 - Turfing
 - Planting
 - Watering
 - Tree and shrub maintenance
 - Management of waterbodies and any other special ecological measures.

3.5. Road markings and road studs

This discipline covers supply of People, Plant and Materials and Equipment for the installation and removal of:

- Highway road markings
- Road studs
- temporary road markings and road studs; and
- Anti-skid systems.

3.6. Road restraint systems and fencing

This discipline will cover the supply of People, Plant and Materials and Equipment for the installation, removal and disposal of:

- Road restraint systems (vehicle & pedestrian)
- Highway fencing and environmental barrier; and
- Undertake push tests of existing and new road restraint systems.
- Temporary works

3.7. Temporary traffic management

This discipline will cover supply of People, Plant and Materials and Equipment for the:

- Design installation, maintenance and removal of temporary traffic managements
- Installation, maintenance and removal of temporary safety barrier systems
- Installation, maintenance and removal of temporary speed enforcement systems
- Installation, maintenance and removal of temporary CCTV systems.
- Management of breakdown recovery services
- Installation, maintenance and removal of temporary road markings and road studs; and
- Removal of existing road markings and road studs.

3.8. Structures, structural services and expansion joints

This discipline covers the supply of People, Plant and Materials and Equipment for the:

- Application of painting systems including specialist corrosion protection systems
- Installation, maintenance and removal of any temporary works required to ensure a safe method of working in relation to the service provided
- Installation of, and repair works to, highway structures waterproofing systems including testing of existing waterproofing systems
- Repair of concrete on highway structures,
- Bridge repair and strengthening works (structural and non-structural)
- Installation and commissioning of cathodic protection systems.

- Installation and commissioning of remote monitoring systems.
- Installation and repair of bridge parapets
- Installation and repair of bridge bearings; and
- Installation of, and repair works to, highway structures expansion joints.

3.9. Roads pavement

This discipline covers the supply of People, Plant and Materials and Equipment for all roads pavement related scheme delivery (Series 700). The Client's existing pavement category management contracts are mandated for use by the *Supplier* for scheme delivery unless the *Client* accepts a business case for an alternative proposal. If required by the *Client*, the *Supplier* enters into an appropriate confidentiality agreement in relation to the operation of the category management contracts. The *Supplier* provides feedback and advice to the *Client* to help maximise the value for money obtained from the *Client's* category management contracts and processes. The scope of category management is defined in paragraph 21 of the Term Service Contract Scope.

3.10. Other duties

The scope also includes:

- Mobilisation
- Demobilisation
- Early Contractor Involvement
- Elements of Supplier Design
- Principal contractor, general management/administration, construction management/supervision and commercial management (referred as Lump Sum Duties)
- Welfare facilities
- Manage Network Occupancy
- Community; and
- Contingency.

The scope may also include carrying out some of the duties of the M&R contractor and providing Incident Response (Rapid Response) when required.

3.11. Early Contractor Involvement

A range of Early Contractor Involvement (ECI) and general collaboration with the *Client* will be required from the *Supplier* throughout various stages of scheme delivery. The scope of ECI is defined in the following sections of the Term Service Contract Scope:

- Identify Network Needs (paragraph 13.1)
- Develop Network Investment Needs (paragraph 5.1 & 5.2)
- Design Schemes (paragraph 6.1 & 6.2); and
- Deliver Schemes (paragraph 7.1).

The *Client* will instruct and pay for ECI as per paragraph 5.3 below.

3.12. Supplier design

Highways England may require the *Supplier* to carry out design of specified elements. The *Client* will instruct and pay for design as per paragraph 5.3 below.

3.13. Lump Sum Duties

Highways England will require the *Supplier* to carry out Lump Sum Duties. Lump Sum Duties will include principal contractor, general management/administration, construction management/supervision and commercial management for all the scope of services specified within the Term Service Contract Scope (paragraph 1.2).

The *Client* will instruct and pay for Lump Sum Duties as per paragraph 5.4 below.

3.14. Contingency

Highways England may, by agreement, require the *Supplier* to provide additional work outside the normal course of work in the event of unforeseen or emergency situations.

The scope of contingency is:

- Providing the scope of the Contract on the Local Authority network or
- Providing the scope of the duties in the Maintenance and Response Contract for the Affected Property.

4. Changes to the affected property

Not used.

5. Operation of the Framework

5.1. Construction works/ Schemes, ECI and Rapid Response will be collated together into a programme of work. This programme of work will be placed via a Work Order using the NEC4 Term Service Contract.

5.2. Individual works will be instructed via Task Orders under each Work Order:

- Planned works (Schemes) will be instructed via an Option C Task Order.
- Rapid response work will be instructed via an Option E Task Order.

5.3. Where the *Supplier* is required to provide specialist technical input, design or ECI for works not included within a Works Order will be instructed via Option E Task Order. The *Supplier* is required to provide (and include for in their prices for Lump Sum Duties) activities such as buildability and construction advice, scheme planning, identification of efficiencies and general collaboration with the *Client* and others for all works included within a Works Order, without a Task Order.

Instruction and payment for the specialist technical input, design, or ECI will be as shown in Table 1:

Table 1

Term Service Contract Scope Reference	Instruction/ Payment
Identify Network Needs (paragraph 13.1, TSC)	Constraint on Providing the Service – Lump Sum Duties
Develop Network Investment Needs (paragraph 5.1)	Lump Sum Duties

Develop Network Investment Needs (paragraph 5.2)	Option E Task Order
Design Schemes (paragraph 6.1)	Lump Sum Duties
Design Schemes (paragraph 6.2)	Lump Sum Duties
Deliver Schemes: (paragraph 7.1)	Lump Sum Duties

5.4. Lump Sum Duties are instructed via an Option A Task Order under a Work Order.

Instruction and payment for the Lump Sum Duties will be as shown in Table 2:

Table 2

Term Service Contract Scope Reference	Instruction/ Payment
Identify Network Needs (paragraph 13.1, TSC)	Lump Sum Duties
Develop Network Investment Needs (paragraph 5.1)	Lump Sum Duties
Design Schemes (paragraph 6.1)	Lump Sum Duties
Design Schemes (paragraph 6.2)	Lump Sum Duties
Deliver Schemes: (paragraph 7.1)	Lump Sum Duties
Community duties related to a Works Order	Lump Sum Duties
Principal contractor (TSC paragraph 1.2)	Lump Sum Duties
General management/administration (TSC paragraph 1.2)	Lump Sum Duties
Construction management/supervision (TSC paragraph 1.2)	Lump Sum Duties
Commercial management (TSC paragraph 1.2)	Lump Sum Duties

5.5. Community duties not related to a Works Order will be instructed via an Option E Task Order under a Work Order.

5.6. Mobilisation is instructed via an Option E Task Order under a separate Term Service Contract (TSC) Work Order.

5.7. Demobilisation is instructed via an Option E Task Order under a separate Term Service Contract (TSC) Work Order.

5.8. The *Client* may instruct a Work Order before the expiry of this Framework Contract which extends beyond the expiry of the Framework Contract.

5.9. The *Supplier* should be aware that the process below does not indicate any commitment to the *Supplier* that any Work Order will be executed. The *Client* retains the right to deliver a proposed Work Order by any other delivery mechanism. The *Client* cannot guarantee the volume or the value of the projects to be called off under this Framework.

5.10. The Table 3 below illustrates the generic intended operation of the framework for its intended duration and which services will be placed by which means.

Table 3

Framework Contract	Period 1: Nov 2020 – Mar 2021	Period 2 (final): Apr 2021 – Oct 2021
TSC Works Order Option E – Framework mobilisation	Framework award	
TSC Works Order – Programme of works (Period 1)	Framework award	
TSC Task Order Option A – Lump Sum Duties (Period 1)	Framework award	
TSC Task Order Option C (one per scheme) – Scheme Delivery (Period 1)	Sep 2020 – Mar 2021	
TSC task Order Option E – Rapid response (Period 1)	Nov 2020 – Mar 2021	
TSC Works Order – Programme of works (Period 2)		Jan/Feb 2021
TSC Task Order Option A – Lump Sum Duties (Period 1)		Jan/Feb 2021
TSC Task Order Option C (one per scheme) – Scheme Delivery (Period 1)		Mar – Nov 2021
TSC task Order Option E – Rapid response (Period 1)		Mar – Nov 2021
TSC Works Order Option E – Framework demobilisation		Aug/Sep 2021

6. Selection procedure

To be confirmed.

7. Quotation procedure TSC Work Orders

7.1. The Term Service Scope document will apply for all Work Orders, additional scope will be included in the proposed Work Order.

7.2. For each TSC Work Order the Price List is the Quotation Information.

7.3. When populating the additional Contract Data for a TSC Work Order, either Party may propose a change to the limits of liability stated in the entry relating to Option X18 in the Contract Data. If a change is agreed, it is recorded in the additional Contract Data for the Work Order. The Parties agree any consequential revisions to the Price List resulting from the change.

8. General obligations

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- 8.1. The *Supplier* complies with the Constraints on Providing the Service in the Term Service Scope in the operation of this Framework Contract.
- 8.2. The *Supplier* develops enhancements over and above their existing duties when instructed by the Service Manager in accordance with clause Z31 of the additional conditions of contract.

Return of confidential information on termination

- 8.3. Within two weeks of a termination for any reason, the *Supplier* returns to the *Client* any confidential or proprietary information belonging to the *Client* in the *Supplier's* possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held by the *Supplier* or any Subcontractor relating to the *Client*, the framework contract or any Work Order.

Parent company guarantee

- 8.4. The Form of Parent Company Guarantee is set out in Appendix 2 of the Framework Information.
- 8.5. Any legal opinion provided by the *Supplier* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters:
- a) confirmation that:
- (1) the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
 - (2) the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
 - (3) all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
 - (4) execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
 - (5) the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
 - the constitutional documents of the Controller,
 - any provision of the laws of the jurisdiction in which it is incorporated,
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
 - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
 - (6) (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,

- b) notification of any other formalities to be complied with under local law which

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- may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- c) notification of whether withholding is required to be made by the Controller in relation to any monies payable to *Client* under the Parent Company Guarantee,
 - d) confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
 - e) confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.
- 8.6. The *Supplier* provides a completed Form of Novation as set out in Appendix 1b of the Framework Information where required to by the *Client*.

Appendix 1

The Form of Novation template is in the folder entitled 'Form of Novation.'

Appendix 2

The Form of Parent Company Guarantee Template is in the Bravo folder entitled 'Parent Company Guarantee.'