

East Region Structural Inspections Contract (SIC)

Scope

Annex 24

Parent Company Guarantee

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[●]
as Guarantor

PARENT COMPANY GUARANTEE

relating to a term contract for the provision of [●] in Highways England Area [●]

DATED [●]**PARTIES**

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”)
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

BACKGROUND

- (A) By the Contract, the Client has employed the Contractor to provide the Services.
- (B) The Guarantor is the **[ultimate]**¹ parent company of the Contractor.
- (C) The Guarantor has agreed to guarantee the due performance by the Contractor of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS**1. DEFINITIONS AND INTERPRETATION**

- 1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Contractor (2) under which the Contractor has agreed to provide the Services.

“**Contractor**” means [●] (company no [●]) whose registered office is at [●].

“**Insolvency Event**” means the Contractor being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contractor other than a solvent liquidation or reorganisation of the Contractor;
- (b) a composition, assignment or arrangement with any creditor of the Contractor;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Contractor or any of its assets; or
- (d) enforcement of any security over any assets of the Contractor, or any analogous procedure or step is taken in any jurisdiction.

¹ **Note to Procurement Officer: delete if not applicable.**

“Services” means the services to be provided by the Contractor pursuant to the Contract.

- 1.2. The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3. Words importing the singular meaning include the plural meaning and vice versa.
- 1.4. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5. References in this deed to a clause are to a clause of this deed.
- 1.6. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

2. GUARANTEE

- 2.1. In consideration of the Client agreeing to enter into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Client that:
 - a) the Contractor will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
 - b) in the event of any breach of such obligations by the Contractor, the Guarantor shall procure that the Contractor makes good the breach or otherwise cause it to be made good and shall indemnify the Client against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Client arising from or in connection with it.
- 2.2. The Guarantor shall also indemnify the Client against:
 - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Client in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the Client if any of the obligations of the Contractor under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 2.3. Any limitation or defence which would have been available to the Contractor in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:
 - a) prejudice or affect any liability of the Guarantor under clause 2.2; nor

- b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

3. GUARANTOR'S LIABILITY

- 3.1. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Client may at any time hold in respect of the Contractor's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Client may have against the Contractor under the Contract or at law.
- 3.3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
 - a) an Insolvency Event;
 - b) any change in the constitution, status, function, control or ownership of the Contractor or any legal limitation, disability or incapacity relating to the Contractor or any other person;
 - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - d) any time given, waiver, forbearance, compromise or other indulgence shown by the Client to the Contractor;
 - e) the assertion or failure to assert or delay in asserting any rights or remedies of the Client or the pursuit of any right or remedy of the Client;
 - f) the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
 - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- 3.4. in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.
- 3.5. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Client and the Contractor shall be binding on the Guarantor.

4. VARIATIONS TO THE CONTRACT

- 4.1. The Guarantor authorises the Contractor and the Client to make any addition or variation to the Contract, the due and punctual performance of which shall

likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5. LIQUIDATION/DETERMINATION

5.1. The Guarantor covenants with the Client that:

- a) if a liquidator is appointed in respect of the Contractor and the liquidator disclaims the Contract; or
- b) if the Contractor's employment under the Contract is determined for any reason,

the liability of the Guarantor under this deed shall remain in full force and effect.

6. WAIVER

6.1. The Guarantor waives any right to require the Client to pursue any remedy (whether under the Contract or otherwise) which it may have against the Contractor before proceeding against the Guarantor under this deed.

7. RIGHTS OF GUARANTOR AGAINST CONTRACTOR

7.1. The Guarantor shall not by any means or on any ground seek to recover from the Contractor (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the Client in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Client to claim or have the benefit of any security which the Client holds for any money or liability owed by the Contractor to the Client. If the Guarantor shall receive any monies from the Contractor in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Client for so long as the Guarantor remains liable or contingently liable under this deed.

8. CONTINUING GUARANTEE

8.1. The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the Contractor under the Contract has been performed and observed and until each and every liability of the Contractor under the Contract has been satisfied in full.

9. THIRD PARTY RIGHTS

9.1. Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

- 10.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

11. GOVERNING LAW

- 11.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

EXECUTION PAGE

Executed as a deed by **[CLIENT]**

acting by

in the presence of:

[name of director]

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by **[GUARANTOR]**

acting by

in the presence of:

[name of director]

Name of witness:

Signature of witness:

Address:

Occupation:

OR

Executed as a deed by **[GUARANTOR]**

acting by:

Director:

Director Secretary:

East Region Structural Inspections Contract

Scope

Annex 25A

Form of Novation (Client to Client)

ANNEX 25**CONTENTS AMENDMENT SHEET**

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED

as Old Client

[●]

as New Client

[●]

as Contractor

DEED OF NOVATION

relating to a [●] contract for the provision of [●] services in Highways England Area
[●]

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Client**”)
- (2) [*insert details of replacement authority*] (the “**New Client**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Contractor**”)

BACKGROUND

- (A) By the Contract, the Old Client has employed the Contractor to provide the Services.
- (B) The Old Client has agreed (with the consent of the Contractor) to transfer all its rights and obligations under the Contract to the New Client and the Contractor has agreed to accept the liability of the New Client in place of the liability of the Old Client under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Contractor (2) (including any further agreement varying or supplementing the Contract) under which the Contractor has agreed to provide the Services.

“**Services**” means the services to be provided by the Contractor pursuant to the Contract.

- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.

1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. NOVATION

2.1 The Old Client and the Contractor release and discharge each other from the further performance of their respective obligations under the Contract and the Contractor acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.

2.2 The Contractor undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

2.3 The Contractor acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. NEW CLIENT'S UNDERTAKING

3.1 Subject to Clause 4.1 below, the New Client undertakes to be bound to the Contractor by the terms of the Contract and to perform the obligations on the part of the *Client* under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

4. PAYMENT OF SUMS DUE

4.1 The Contractor and the Old Client agree that the total amount to be paid by the Old Client to the Contractor for the Services provided under the Contract prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Contractor to the Old Client and paid by the Old Client in accordance with the Contract.

- ## 5. NOTICES

- ## 6. GOVERNING LAW AND DISPUTES

- This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.**

OPTION 1a [execution by Highways England under seal]

¹ Include only if the New Client is a Department or Office of Her Majesty's Government.

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
its common seal in the presence of:

Director

Director/Secretary

*OPTION 1b [execution by Highways
England under seal]*

)
)
)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
its common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by
**HIGHWAYS ENGLAND COMPANY
LIMITED** acting by:

)
)
)

Director

Director/Secretary

OPTION 2b Executed as a deed by
**HIGHWAYS ENGLAND COMPANY
LIMITED** acting by:

)
)
)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW CLIENT]**)
in the presence of:)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONTRACTOR]**)
in the presence of:)

Director

Director/Secretary

East Region Structural Inspections Contract (SIC)

Scope

Annex 25B

Form of Novation (Contractor to Contractor)

ANNEX 25
CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED

as Client

[●]

as New Contractor

[●]

as Old Contractor

DEED OF NOVATION

relating to a [●] contract for the provision of [●] services in Highways England Area
[●]

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”)
- (2) [*insert details of replacement Contractor*] (the “**New Contractor**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Old Contractor**”)

BACKGROUND

- (A) By the Contract, the Client has employed the Old Contractor to provide the Services.
- (B) The Old Contractor has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New Contractor and the Client has agreed to accept the liability of the New Contractor in place of the liability of the Old Contractor under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Old Contractor (3) (including any further agreement varying or supplementing the Contract) under which the Old Contractor has agreed to provide the Services.

“**Services**” means the services to be provided by the Old Contractor pursuant to the Contract.

- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.

1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. NOVATION

2.1 The Old Contractor and the Client release and discharge each other from the further performance of their respective obligations under the Contract and the Client acknowledges and accepts the liability of the New Contractor in place of the liability of the Old Contractor under the Contract.

2.2 The New Contractor undertakes to be bound to the Client by the terms of the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.

2.3 The Client acknowledges and warrants to the New Contractor that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. NEW CONTRACTOR'S UNDERTAKING

3.1 Subject to Clause 4.1 below, the New Contractor undertakes to be bound to the Client by the terms of the Contract and to perform the obligations on the part of the Contractor under the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.

4. PAYMENT OF SUMS DUE

4.1 The Client and the Old Contractor agree that the total amount to be paid by the Client to the Old Contractor for the Services provided under the Contract prior to the date of this deed is £[●]. The Old Contractor acknowledges that the Client has paid the sum of £[●] prior to the date of this deed. The balance

of £[●] shall be invoiced by the Old Contractor to the Client and paid by the Client in accordance with the Contract.

- 4.2 The New Contractor acknowledges that any payment made by the Client to the Old Contractor in respect of the Services (whether before or after the date of this deed) shall be treated as having been made to the New Contractor and that the Client's payment obligation under the Contract shall to that extent be treated as discharged.

5. NOTICES

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

6. GOVERNING LAW AND DISPUTES

- 6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

OPTION 1a [*execution by Highways*
England under seal])
)
)

Executed as a deed by **HIGHWAYS**
ENGLAND COMPANY LIMITED by affixing
its common seal in the presence of:

Director

Director/Secretary

*OPTION 1b [execution by Highways
England under seal]*)
)
)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
its common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:)

Director

Director/Secretary

OPTION 2b Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:)

Authorised Signatory

Authorised Signatory

Executed as a deed by [**OLD**)
CONTACTOR])
in the presence of:

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW
CONTRACTOR]**
in the presence of:

)
)

Director

Director/Secretary

East Region Structural Inspection Contracts (SIC)

Scope

Annex 26

Customer Service

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

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1 CUSTOMER SERVICE

1.1 Introduction

1.1.1 The customer is any person or organisation that uses or is affected by the Affected Property (England's Strategic Road Network), including, but not limited to:

- road users,
- communities and community groups,
- persons, including tenants and organisations that lease from the *Client*,
- the public who use the Affected Property.

1.1.2 Highways England's Customer Service Strategy – Better Journeys and Better Conversations (herein termed the Strategy), sets out the approach to improving works and services provided to its customers. Key aspects of the Strategy include, but are not limited to:

- consistently, effectively and efficiently Provide the Service while minimizing delays and making journeys as stress free as possible,
- effectively and efficiently develop, operate, maintain and improve our assets in our network,
- developing and maintaining sustainable relationships with customers and communities, provide information to help people make the best choices and understand the needs and expectation of customers,

the *Consultant* collaborates with the *Client* and Community to support the successful delivery of the Strategy.

1.1.3 The *Consultant* notifies the *Client* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the works or services or achievement of the aims and objectives in the Strategy.

1.2 Customer Correspondence and Complaints

1.2.1 The *Consultant* communicates and manages correspondence and complaints in accordance with the, Annex 12.

1.2.2 The *Consultant* provides any information that is needed to enable the *Client* to prepare responses to questions or issues raised by or on behalf of any customer. The *Consultant* provides such information within any time periods which may be imposed by the *Client* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If the *Consultant* cannot provide the required information to support the *Client's* response, the *Consultant* will immediately notify the *Client*, detailing the reasons.

1.3 Roadworks and Information

- 1.3.1 The *Consultant* provides the Service in accordance with the *Client's* Plans as detailed in the Scope.
- 1.3.2 The *Consultant* minimises the impact to customers while delivering the works or services and adheres to the requirements in the Network Occupancy Requirements (NOR) in terms of managing the road space closures and the Incident Response Plan (IRP) for managing incidents on the network.
- 1.3.3 The *Consultant* takes all necessary actions to ensure that drivers and road users are aware of the road works, lane closures and disruptions to their trips before commencing their journeys.
- 1.3.4 The *Consultant* uses a wide range of communication channels to inform customers of any disruptions to their journeys in collaboration with the *Client*. These include; roadside signage during planned roadworks, roadside signage to provide advance notice of intended roadworks, publicity material at service areas, petrol filling stations, seaports and airports, press releases and dialogue with broadcast media, publicity campaigns, Local Authority briefings, information notices to emergency services and breakdown services, use of existing Highways England Variable Message Signs, use of strategically placed Portable Variable Message Signs, use of Journey Time Recognition System.
- 1.3.4 The *Consultant* works collaboratively with all stakeholders to avoid closure clashes to ensure that alternative routes remain available for use by road users. Closures on routes regularly used by high impact economic customers will be managed carefully to maintain delays to a minimum.
- 1.3.5 The *Consultant* prepares a traffic management communications plan in advance of the start of planned works in which key messages, communication channels and target audiences are to be identified and which sets out the processes and procedures for communications. A contingency traffic management communications plan for incidents and emergencies will also be prepared for roll out as required. This plan will align with the Network Occupancy Communications Plan (NOCP) required by the Network Occupancy Requirements (NOR).
- 1.3.6 The *Consultant* engages with the local and wider community, including businesses, to listen to their views and concerns and formulate solutions on an ongoing basis as part of the traffic management approach.

1.4 Governance

- 1.4.1 The *Consultant* ensures that all customer service issues are an agenda item at the monthly review meetings and are itemised in the Monthly Review Progress Report as defined in, Annex 3.
- 1.4.2 The *Consultant* collaborates with the *Client* to create a customer plan which aligns with the Network Occupancy Communications Plan (NOCP) and defines:
- all customer stakeholder groups
 - communication channels and timings for each stakeholder,
 - feedback protocols from customers.

1.5 Customer Performance

- 1.5.1 The *Consultant* records performance against the CPF customer and stakeholder performance metrics in accordance with Annex 17.

1.6 Audit and Assurance

- 1.6.1 Following reasonable notice, the *Client* will conduct customer audits of the *Consultant's* policies, procedures and practices at such times as required. The *Consultant* will cooperate with such requests and provide all information requested by the *Client*.
- 1.6.2 The *Client* may suggest recommendations to the *Consultant's* Quality Plan to improve customer service assurance. The *Consultant* implements these recommendations and provide responses to the *Client* if these are not accepted.

East Region Structural Inspections Contract (SIC)

Scope

Annex 27

Environmental Management & Sustainability

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

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1. SUSTAINABILITY

- 1.1.1. Sustainable development offers opportunities for both the *Client* and the *Consultant*. It provides a way to assess long-term challenges and opportunities and identify and manage risk. For example, using resources efficiently reduces costs. Also, a responsible attitude to local communities and the environment helps to maintain reputation and strong partnerships. Sustainable development drives continual improvement and looks for better ways of doing things.
- 1.1.2. The *Consultant* supports the *Client* to deliver the aims and ambitions set out in Highways England's Sustainable Development Strategy.
- 1.1.3. The Contactor will ensure that sustainable development is embedded into its business decision-making processes and is considered at all levels of operations.
- 1.1.4. The *Consultant* participates in working groups with the aim of improving sustainable design and sustainable construction & maintenance.

2. ENVIRONMENTAL

2.1 General Requirements

- 2.1.1. The *Consultant* supports the *Client* to deliver the aims and ambitions set out in Highways England's Environment Strategy.
- 2.1.2. In providing its *service*, the *Consultant* will:
 - (1) Ensure that protecting and enhancing the environment is embedded into its business decision-making processes and is considered at all levels of operations,
 - (2) Ensure the best practicable environmental outcomes across its activities, while working in the context of sustainable development and delivering value for money,
 - (3) Consider the cumulative environmental impact of its activities across its network and identify holistic approaches to mitigate such impacts and improve environmental performance,
 - (4) Where appropriate, work with others to develop solutions that can provide increased environmental benefits over those that it can achieve alone, where this delivers value for money,

- (5) Calculate and consider the carbon impact of road projects and factor carbon into decisions, and seek to minimise carbon emissions and other greenhouse gases from its operations,
 - (6) Develop approaches to the construction, maintenance and operation of the *Client's* network that are consistent with the government's plans for a low carbon future,
 - (7) Take opportunities to influence road users to reduce the greenhouse gas emissions from their journey choices.
 - (8) The *Consultant* complies with statutory requirements and not in limitation thereof. The *Consultant* familiarises itself with the legislation which impacts upon its works and any approved codes of practice and guidance notes which are also applicable.
- 2.1.3. The *Consultant* ensures that all work delivered by them and their Subcontractors is covered by proportionate and appropriate environmental assessment in line with the *Client's* requirements and the Scope.
- 2.1.4. All environmental/sustainability information passed onto the *Consultant* by the *Client* is made available to all Subcontractors employed by the *Consultant* on *Client* related projects. Subcontractors are subject to regular basic environmental/sustainability awareness raising and training,
- (1) The *Client* has the right to employ an Environmental Clerk of Works to oversee the *Consultants* work where the circumstances require it.
 - (2) Regulatory consents and other environmental consents and permissions are obtained as appropriate.
 - (3) All environmental/planning consents are applied for by the relevant person/section to ensure that the environmental regulator has sufficient time to process the application and the application does not affect the relevant completion date.
- 2.1.5. The *Consultant* will provide the volumes of waste reused, recycled, recovered and sent to landfill on sites to the *Client* on a quarterly basis.

2.2. Environmental Management

2.2.1. *Consultant's* environmental management system:

- (1) The *Consultant* operates an environmental management system which will comply with ISO 14001, 2015 or equivalent standard, before the end of the Mobilisation Period and will gain certification to ISO 14001 by a

third-party accreditation body (approved by UKAS or other body approved by the *Client*) within one year of the end of the Mobilisation Period. This includes the operation of an environmental management system, and the development of a proactive culture of improving environmental and sustainability outcomes.

- (2) The *Consultant* provides details of its environmental management system, and these details will include a process for the identification and prioritisation of environmental and social impacts which prioritise the biggest risks from *Consultant* work. A summary report will be provided to the *Client* outlining highest identified risks and what mechanisms the *Consultant* has in place to mitigate them.
- (3) The *Consultant* develops their environmental management system to provide consistency of approach and interoperability, ensuring activities such as construction environmental management is consistent.
- (4) The *Consultant* interfaces and aligns their environmental management system with the *Client's* environmental management systems, policies, procedures and requirements.
- (5) The environmental management system forms part of the *Consultant's* Quality Plan as defined in Annex 16.

2.2.2. Subcontractor's environmental management system:

- (1) The *Consultant* ensures that any Subcontractors which are working under his control or on sites where he is the Principal *Consultant* have a formal Subcontractors Environmental Management System which fulfils the requirements set out above,
- (2) The *Consultant* submits a copy of the Subcontractor management system to the *Client* prior to commencement of the relevant Works or subsequent appointment of the Subcontractor. The *Client* has the right to approve this system or to suggest changes and amendments prior to approval of the system.

2.2.3. Action to rectify breaches:

- (1) If, in the opinion of the *Client*, the *Consultant* is Providing the Service in a manner which is not to its satisfaction or constitutes a breach of any of the requirements of:
 - (a) any statutory legislation,
 - (b) the *Consultant's* environmental management system, or
 - (c) the Subcontractor environmental management system, or

(d) the *Client's* environmental management system

the *Client* shall advise the *Consultant* accordingly by notice in writing.

- (2) Where the *Consultant* has been advised by the *Client* of a breach, the *Consultant* corrects the situation by the date specified by the *Client*.
- (3) The advice provided by the *Client* includes the *Client's* reasons for highlighting any breach and outline the steps required of the *Consultant* to rectify the said breach or failing in Providing the Service.

2.2.4. Environmental culture:

- (1) The *Consultant*:
 - (a) operates environmental awareness improvement schemes, and
 - (b) participates in world environment day and associated initiatives.

2.2.5. Environmental – exchange of information:

- (1) The *Client* provides information to the *Consultant* to enable the *service* to be performed in a manner compliant with the requirements outlined herein,
- (2) A copy of the *Client's* environmental policies, strategies, procedures and guidance notes are listed in Annex 3.
- (3) The *Consultant* provides information in a manner and form specified by the *Client*.

2.3. Environmental Expertise

2.3.1. Environmental advice:

- (1) The *Consultant* retains, as part of the management structure, access to competent environmental advisers. The minimum requirements for the *Consultant's* environmental adviser(s) will be:
 - (a) degree in relevant discipline,
 - (b) Associate Membership or higher of the Institute of Environmental Management and Assessment or similar relevant professional body,
 - (c) a minimum of three years related experience as an Environmental Adviser, and

- (d) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

2.3.2. Environmental Inspections:

- (1) The *Consultant* ensures that it carries out a formal weekly site environmental inspection (as a minimum) and documents the findings of these inspections,
- (2) The *Consultant* ensures that competent persons carry out the inspections,
- (3) The *Consultant* notifies the *Client* in advance of the date of the inspection. The *Client* is entitled to participate in the inspections,
- (4) The *Consultant* provides the *Client* with a copy of the documentation produced by the *Consultant* following the inspections within one week following the inspection,
- (5) The *Consultant* takes effective actions to ensure that the matters identified in the inspections are effectively addressed.

2.3.3. Environmental Incident investigation, reporting and follow-up:

- (1) The *Client* has the right to investigate any incidents wherever they may occur,
- (2) The *Consultant* provides the *Client* with unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Consultant* and the Subcontractors for this purpose (subject to any statutory or contractual obligation prohibiting this access),
- (3) The *Consultant* provides a copy all documents related to an incident to the *Service Manager*. Any document that would otherwise fail to be disclosed by the *Consultant* to the *Client* may be withheld by the *Consultant* provided the *Consultant's* legal advisor confirms to the *Service Manager* that the document is
 - (a) a confidential communication between the *Consultant* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normal expect to be given legal privilege in the normal course of its business with the *Consultant* or;
 - (b) a confidential communication between *Consultant* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in

adversarial proceedings (as opposed to investigations or fact-finding inquiries).

- (4) On receipt of a notification of an incident the *Consultant*, in line with the *Client's* standards, determines if a formal investigation is required, and if necessary, follows the notification, investigation and reporting procedures as set out therein,
- (5) Nothing prevents the *Consultant* from carrying out its own investigation of an incident, and in such cases, the *Consultant* provides a copy of its completed incident report to the *Client*,
- (6) Investigations by the *Consultant* are undertaken by a competent person who has been trained in effective accident/incident investigation. The investigation report provides information on the circumstances surrounding the accident/incident and any remedial measures to be taken in order to prevent a recurrence. Relevant photographs and statements are provided as an integral part of the investigation report,
- (7) Where the *Consultant* is compiling a draft incident report, the *Consultant* shall discuss the findings of a draft report with the *Client* prior to the production of the final draft of such a report,
- (8) The *Consultant* shall implement applicable recommendations arising from incident investigations.

2.3.4. Incident statistics:

- (1) *Consultant* shall, if requested by the *Client*, supply detailed reports of accident and incident statistics to the *Client* in a format and at periods specified by the *Client*.

2.3.5. Environmental management audit:

- (1) The *Client* has unrestricted access at all reasonable times to the premises, Equipment and/or Materials, Employees and records of the *Consultant* and the Sub*Consultant*(s) (subject only to any statutory or contractual obligation prohibiting the disclosure of any such records by the *Consultant*) to audit any or all of the *Consultant's* environmental management systems.
- (2) The *Consultant* shall implement all recommendations from such audits agreed by the *Client* within a timescale mutually agreed between the *Client* and the *Consultant*. The *Consultant* shall include in all subcontracts rights of access for the *Client* as described herein.

2.4. Environmental Management Plan

2.4.1. Where the *Consultant* has been appointed principal *Consultant*:

- (1) the *Consultant* prepares an environmental management plan (the EMP) in line with IAN 183/14 and submits it to the *Service Manager* as instructed by the *Service Manager* for Task Orders.
- (2) The *Consultant* reviews and updates the EMP as necessary:
 - as needed to support delivery of the improvements identified in the implementation plans and, in any case,
 - on each anniversary of the Contract Date.
 - as instructed in the Task Order.
- (3) The *Consultant* keeps a controlled copy of EMP available for inspection by the *Client* and his representatives (including the *Service Manager*) at all times.
- (4) The *Service Manager* notifies the *Consultant* if at any time he considers that the EMP
 - does not comply with the requirements of this contract or
 - is not capable of delivering the improvements identified in the implementation plans.

Following such notification, the *Consultant* reviews the EMP and reports to the *Service Manager* setting out his proposed changes. If the *Service Manager* accepts the proposals, the EMP is changed.

2.4.2. Where the *Consultant* has not been appointed principal contractor or the *Consultant* contributes to the preparation of the environmental management plan (the EMP) as requested the principal *contractor*.

2.5. Particular requirements on Subcontractor's

2.5.1. The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements similar to this paragraph.

2.5.2. The *Consultant* does not

- (1) appoint a Subcontractor or
- (2) allow a subcontractor to appoint a sub-subcontractor (at any stage of remoteness from the *Client*)

until the *Consultant* has demonstrated to the *Service Manager* that the subcontract (at any stage of remoteness from the *Client*) complies with paragraph 2.1.1.

2.6. Energy requirements

2.6.1. The *Consultant* complies with the requirements of Procurement Policy Note 07/14 entitled “Implementing Article 6 of the Energy Efficiency Directive (“PPN 7/14”) and any related supplementary Procurement Policy Notes”

- (a) in Providing the Services; and
- (b) in the purchase of new products for use by *Consultant* partially or wholly for the purpose of Providing the Services comply with the standard for products in Directive 2012/27/EU.

2.6.2. The *Consultant* demonstrates to the *Client* how, through Providing the Services any new products purchased by the *Consultant* for use partially or wholly for the purpose of Providing the Services, complies with the requirements of Procurement Policy Note 01/15 entitled “Implementing Energy Efficiency Directive Article 6: further information”.

2.7. Carbon Emissions

2.7.1. The *Consultant* assesses the carbon emissions that have been generated in the delivery of the Services during the period using Highways England's Carbon Calculation Tool (CCT) and divides the total carbon emissions by the contract spend in the period to calculate the tonnes of carbon/£m spend.

2.7.2. The *Consultant* assess the percentage reduction in carbon per £m spend every quarter

3. SOCIAL SUSTAINABILITY

3.1. General Requirements

3.1.1. The *Consultant* complies with instructions from the *Client* in the achievement of its equality, diversity and inclusion (EDI) objectives. The *Client's* objectives embeds principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain and its employees.

3.1.2. The *Consultant* assists the *Client* in working collaboratively with its partners so that its workplaces are inclusive, and the strategic road network is accessible

and integrated for both its users and communities affected by works to the strategic road network.

- 3.1.3. The Contractor prepares an Inclusion Action Plan and submits it for acceptance within 12 weeks of the *starting date* to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives through the life of the contract.
- 3.1.4. Following acceptance, the *Consultant* provides the *Service Manager* with a quarterly report of progress against the Inclusion Action Plan.
- 3.1.5. The *Consultant* submits an Inclusion Action Plan to the *Client* for acceptance that
- demonstrates how the requirements will be passed down the supply chain,
 - it meets or evidences how the *Consultant*
 - ensures the working culture, practice and environment is inclusive,
 - considers and understand the diverse needs of customers and neighbouring communities,
 - holds itself and the supply chain to account in delivering the plan and
 - monitors and evidences year on year improvements
- and
- meets the aims of the equality duties contained within the Discrimination Acts and Scope.
- 3.1.6. The Inclusion Action Plan names an individual from the *Consultant* to act as the EDI lead to
- be responsible for ensuring the implementation, on-going development of the Inclusion Action Plan,
 - ensure quarterly reports and information are provided as required,
 - facilitate continuous improvement reviews and
 - act as a single point of contact on all matters concerning EDI.

3.2. Inclusion Action Plan

3.2.1. The *Consultant* owns and regularly monitors the Inclusion Action Plan actions.

3.2.2. The *Consultant* progresses and evolves the plan in the light of new intelligence gathered through the life of the contract.

3.2.3. The Inclusion Action Plan includes:

- (1) The objectives – what the *Consultant* wants to achieve
- (2) Baseline position – where the *Consultant* is at the start of the contract
- (3) Action/task – what the *Consultant* is going to do towards meeting the objectives
- (4) When this will happen – when will the *Consultant* take the action specified above
- (5) Person responsible – who will be responsible for this action
- (6) Target position - what will success look like
- (7) Progress/actual outcome – to be completed on a quarterly basis for the Service Manager, summary information on the milestones reached or outcomes achieved for each objective.

3.2.4. The *Consultant* supports the *Service Manager* to review the impact of the actions and ensures good practice is shared through relevant channels including the Supply Chain Portal Diversity Pages and Supplier Diversity Forum.

3.3. Apprenticeships

3.3.1. The *Consultant* appoints and delivers a number of new apprenticeships through this contract equating to the greater of:

- (1) one apprenticeship for every £5m of Price for the Services Provided to Date each financial year or
- (2) 2.5% of the total workforce on this contract in each financial year.

3.3.2. The *Consultant* ensures:

- (1) that the apprenticeships meet the approved apprenticeship standards, see <https://www.gov.uk/government/collections/apprenticeship-standards> and any later revisions; and
- (2) any alternative graduate scheme has been approved as apprenticeships by the Institute of Apprenticeships.

3.6 Obligations

3.6.1. The *Consultant*:

- (1) identifies the skills required to deliver the *service*
- (2) identifies the skills to be developed by apprentices to deliver the *service*
- (3) retains the apprentices during the period of the apprenticeships on Providing the *Service* unless agreed otherwise with the *Service Manager*,
- (4) takes reasonable steps to retain the apprentices once an apprentice has completed the apprenticeship on Providing the *Services* unless agreed otherwise with the *Service Manager*.

3.6.2. The *Consultant*, in the mobilisation period, and at the end of each Financial Year makes an annual report and proposal for acceptance by the *Service Manager*:

- (1) recording the skills required to deliver the *service* identified under paragraph 3.6.1 and how any shortfall in the *Consultant's* and Subcontractors' (at any stage of remoteness from the *Client*) staff skills will be met,
- (2) recording the skills to be developed by apprentices to deliver the works identified under section 3.6 and how that development will be met
 - identifying the retention and training of existing apprentices and
 - identifying the number and type of new apprenticeships to be commenced in the first or next Financial Year having regard to Transport Infrastructure Skills Strategy: building sustainable skills.

3.6.3. The *Consultant* amends the annual proposal in response to any comments from the *Service Manager* and resubmits the annual proposal for acceptance by the *Service Manager*. Once the annual proposal has been accepted by the *Service Manager*, the *Consultant* complies with the annual proposal.

3.6.4. The *Consultant* ensures that the *Service Manager* is able to identify all apprentices individually appointed under the requirements of this contract and provides a quarterly monitoring report to the *Service Manager* within five (5) working days of the start of each calendar month detailing performance against

the annual proposal in respect of each apprentice appointed under this contract including:

- (1) number of apprenticeship starts created in that month,
- (2) postcode of workplace,
- (3) gender (subject to the apprentice's consent),
- (4) ethnicity (subject to the apprentice's consent),
- (5) level of apprenticeship (1 – 8) in accordance with table 1 below,
- (6) category of apprenticeship,
- (7) planned apprenticeship finish date,
- (8) confirmation if the apprentice is still engaged on Providing the Services and
- (9) National Insurance number.

3.6.5. The *Consultant* provides a quarterly monitoring report to the *Service Manager* within five (5) working days of the end of the quarter detailing:

- (1) performance in respect of the following for each apprentice that was appointed and has completed the apprenticeship including
 - postcode of workplace,
 - gender (subject to the apprentice's consent),
 - ethnicity (subject to the apprentice's consent),
 - level of apprenticeship (1 – 8) in accordance with table 1,
 - category of apprenticeship,
 - apprenticeship completion date,
 - confirmation if the apprentice is still engaged on Providing the Services and
 - National Insurance number.
- (2) the total number of apprentices that have been appointed in compliance with this contract and the total number of apprentices that are retained to Provide the Services,

- (3) the total number of apprentices that have been appointed in compliance with this contract but are no longer used to Provide the Services and
- (4) the total number of apprentices that have been appointed in compliance with this contract but are no longer employed by the *Consultant* or a subcontractor (at any stage of remoteness from the *Client*).

3.6.6. The *Consultant*.

- (1) makes available to the *Consultant's* and subcontractors' (at any stage of remoteness from the *Client*) staff information about the Government's apprenticeship programme and wider skills opportunities and
- (2) uses reasonable endeavours to provide work experience placements for 14 to 16-year olds, work experience placements for other ages, student sandwich/gap year placements and graduate placements in relation to this contract.

Apprenticeship type	National qualification level	National qualification equivalent	Higher education equivalent
	Entry	Entry level certificate	
	1	GCSE (grade D to G)	
Intermediate	2	GCSE (A* to C)	
Advanced	3	AS and A level NVQ level 3	
Higher	4	Certificate of Higher Education NVQ level 4	Certificate of Higher Education Higher National Certificate
	5	Higher National Diploma NVQ level 4	Higher National Diploma Foundation Degree
	6	NVQ level 4	Bachelor's Degree
	7	Postgraduate Diploma NVQ level 5	Master's Degree
	8	NVQ level 5	PhD

4. ECONOMIC

4.1. Project Bank Accounts

- 4.1.1. Use of Project Bank Accounts to pay the *Consultant* and the *Consultants* supply chain are a Cabinet Office and contractual requirement with significant effects on sustainability through better supply chain cash flow.
- 4.1.2. The *Consultant* demonstrates that a Project Bank Account (PBA) is being operated effectively, with view only access enabled for Highways England and is being used to pay the supply chain promptly in accordance with the Highways England Fair Payment Charter.
- 4.1.3. The supply chain outside of PBA is paid in accordance with the Highways England Fair Payment Charter and the conditions of this contract.
- 4.1.4. If less than 5% of the Price for Services Provides to Date will be paid to subcontractors, the *Consultant* may propose to the *Service Manager* to not use a Project Bank Account. The proposal must include evidence that this condition will be met and detail how the supply chain will be paid in accordance with the Highways England Fair Payment Charter and the conditions of this contract.
- 4.1.5. Payment is defined as cleared funds being available to the Supplier.
- 4.1.6. Should the *Consultant* go into insolvency, the monies in the PBA account due for payment to the signed-up supply chain is secure and can only be paid to them.
- 4.1.7. The *Consultant* completes and submits to the *Service Manager* on a monthly basis:
 - 4.1.7.1. A fully populated Project Bank Account (PBA) Tracker (with the 'Supplier Cumulative Totals' tab up to date – including the assignment of SME categories against each Tier 2/3)
 - 4.1.7.2. Detailed Bank statements and payment runs (required to reconcile payment dates and amount to the application breakdown in the PBA Tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients

should be redacted from your main account statement before submission) in .pdf format.

- 4.1.7.3. All variances from the previous month are explained; and further information is submitted in response to any queries raised.
- 4.1.8. The SME percentage is calculated from the full application value.
- 4.1.9. Time in the PBA Tracker and Performance Indicator is measured in calendar days.
- 4.1.10. The *Client* monitors the time it takes the *Consultant* to pay its supply chain (including Tier 2 and Tier 3+) through the PBA, following deposit of funds into the PBA.
- 4.1.11. The related performance score is calculated when the majority of the funds have been deposited into the PBA by the Client that covers amount due to supply chain joined to the PBA.
- 4.1.12. The *Consultant* ensures that all its supply chain sign a joining deed to be paid via the PBA. For any Subcontractor or *Consultant* that declines to join the PBA (having been offered the opportunity) written evidence needs to be provided to the *Service Manager* detailing the reasons why it does not want to sign up. The

Client may at any time, contact that Tier 2 and 3 *Consultant* directly to improve their knowledge and understanding of the benefits of PBA's.

4.1.13. If any data/evidence is missing or still required (if not covered in the tracker) spot checks are undertaken directly by the *Client* with the supply chain (at various intervals) to verify that they are getting paid in a timely manner.

4.1.14. The *Client* may carry out audits to assess the full extent of how supply chain payments are made.

4.1.15. Where the *Consultant* transfers monies from the others accounts into the PBA this is stated on the bank statement.

4.2. Small Medium Enterprises

4.2.1. The *Client* has a target performance indicator to meet the Government target spending 25% budget through Small and Medium sized Enterprise (SME) through direct and indirect spend.

4.2.2. SME is the *Consultant*, a Subcontractor, or a subcontractor to a Subcontractor that

- is autonomous,
- is a European Union enterprise not owned or controlled by a non-European Union parent company,
- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

4.2.3. For each SME employed on this contract, the *Consultant* reports to the *Service Manager* each quarter from the *starting date* and at the end of the *service period*

- the name of the SME,
- the class of SME (medium, small or micro),
- the value of the proportion of this contract the SME will be undertaking,
- the monthly amounts paid to the SME in the quarter and

- the aggregated value paid to the SME since the *starting date*.

4.2.4. The *Consultant* acknowledges that the *Client* may

- publish the information supplied under 4.2.3, along with the names of the *Consultant* and this contract and
- pass the information supplied under this section 4.2 to any Government Department who may then publish it along with the names of the SMEs, the *Consultant* and this contract.

4.2.5. The *Consultant* ensures that any subcontract with an SME (at any stage of remoteness from the *Client*) contains

- a term allowing the *Client* to publish the information supplied under 4.2.3. and
- provisions to the same effect as this section 4.2.

Structural Inspections Contract (SIC)

East Region

Task Schedule

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

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1. WORK ITEMS

1.1 The items of work included in the *services*, and the basis for payment of each item are in accordance with Table 1:

Table 1: Payment Basis

Scope Ref	Item No.	Work to be carried out	Payment basis
2	1	Mobilisation	lump sum
1.2.5*	2	Service Constraints	lump sum
3, 6	3	General Inspections	lump sum
4, 6	4	Principal Inspections	lump sum
5.1.1, 6	5	Special Inspections	Defined Cost
5.1.2, 6	6	Pre-Opening Inspections	Defined Cost
5.1.3, 6	7	Safety Inspections	Defined Cost
5.1.4, 6	8	Other Inspections (including monitoring and end of defects liability period inspections)	Defined Cost
7.1.1	9	Emergency Response and Safety Critical Defects (availability allowance)	lump sum
7.1.2	10	Emergency Response and Safety Critical Defects (attendance at scene)	Defined Cost
8	11	Demobilisation	lump sum

* As further detailed in Sections 9 through 19 of the Scope.

1.2 No Tasks Orders are required for items 1,2 or 11.

1.3 When instructed to undertake activity under Item 10, the Task Order will be issued retrospectively and will not be a Compensation Event

2. LUMP SUM

2.1 Refer to the Task Schedule, Appendix A, tabs 1. Lump Sum – Part A and 2. Lump Sum – Part B for details of the Lump Sum prices.

2.2 Each amount for the items in Appendix A, tabs 1. Lump Sum – Part A and 2. Lump Sum – Part B shall be deemed to be the full inclusive value of the work covered by the items including the following, unless expressly stated otherwise:

- i. Labour and costs in connection therewith
- ii. Mobilisation to site, site set-up and demobilisation from site
- iii. Supervision, management and programming and the like to provide the Services
- iv. Provision of all necessary inspection reports, survey results and other task deliverables as required, in formats acceptable to Highways England
- v. Works associated with uploading, extracting and reviewing documentation on Highways England's IT systems.
- vi. Cost of subcontractors if the Contractor subcontracts any part of the Service
- vii. All travel, transportation and delivery to, from and within the Affected Property
- viii. Subsistence and overnight accommodation
- ix. Welfare facilities when none is provided by the Client or others employed by the Client
- x. Complying with the requirements of the Construction (Design and Management) Regulations 2015 including acting as principal contractor when required
- xi. Establishment charges, overheads and profit
- xii. Plant, equipment and costs in connection therewith
- xiii. The supply of materials, goods, storage and costs in connection therewith including delivery to site. Taking delivery of materials and goods supplied by Others, unloading, storage, and costs in connection therewith
- xiv. Fixing, erecting and installing or placing of materials and goods in position
- xv. Temporary works and access equipment
- xvi. The effect on the phasing of the services or any element of the Services to the extent set forth or reasonably implied in the documents on which the tender is based
- xvii. General obligations, liabilities and risks involved in providing the Services set forth or reasonably implied in the documents on which the tender is based
- xviii. Waste
- xix. Preparation, checking, inspecting, examining, measuring and verifying goods, materials and workmanship including supplying results, reports, detailed working drawings and certificates
- xx. Awaiting approvals and consent
- xxi. Waiting time resulting from traffic management installation and demobilisation.
- Xxii. All overheads, profit and fees.

2.3 The Prices in Lump Sum Part B exclude work on the following structures:

- Orwell Viaduct (Structure ID 13648)
- Breydon Bridge (Structure ID 15062)
- Bascule Bridge (Structure ID 5929)

Inspections on these structures will be commissioned under section 3 (Defined Cost) of this document.

2.4 Payment for items listed in Task Schedule Appendix A tab 2. Lump Sum Part B is made as follows:

- (1) Sixty percent (60%) of the Prices on completion of Stage 1 – Inspection as detailed in Sections 3.1.1 of the Scope for General Inspections and Section 4.1.1 of the Scope for Principal Inspections and everything else necessary to enable stage 2 to be undertaken.
- (2) Forty percent (40%) of the Prices on completion of Stage 2 – Inspection Reporting as detailed in Sections 3.1.2 and 3.1.3 of the Scope for General Inspections and Section 4.1.2 of the Scope for Principal Inspections.

2.5 Lump Sum items are subject to the application of the Price Adjustment Factor, as set out in Clause Z100.1 of the conditions of contract.

2.6 Lump sum items are deemed to include for working inside and outside normal working hours, such as on days, nights, midweek and weekends.

2.7 Where additional works are instructed and is covered by a price in Lump Sum A or B, then the price for the item in the Lump Sum A or B shall be used to assess the additional work.

2.8 The stated quantities in Lump Sum Parts A & B are used for tender assessment purposes only and are not a guaranteed quantity of work for each structure type. The "Total Lump Sum" rate for each item will be used regardless of the actual quantities of each Item that is required.

3. DEFINED COST

- 3.1. Items within Table 1 that are assessed at Defined Cost are calculated in accordance with the Schedule of Cost Components.
- 3.2. Detailed AutoCAD drawings referred to under section 3.1.4 of the Scope will be instructed via Tasks Orders and will be paid on at defined cost

Appendix A – Financial Workbook

Refer to [SIC East Task Schedule App A - Financial Submission Workbook Issue 4 Rev 0.xlsx](#)