

**NEC4**

## **Term Maintenance Contract**

### **Scope S 900 – Working with the Client and Others**

**DN581359**

**Commercial and Procurement Team**

Somerset County Council

County Hall

Taunton

TA1 4DY

[commercialandprocurement@somerset.gov.uk](mailto:commercialandprocurement@somerset.gov.uk)

S 900 Working with The <i>Client</i> and Others .....	3
S 902 – Environmental and climate emergency .....	3
S 905 – Sharing the Affected Property with the <i>Client</i> and Others.....	9
S 910 Co-operation .....	13
S 915 Co-ordination .....	16
S925 Access to finished areas.....	17
S 930 Statutory authorities .....	17

## S 900 Working with The *Client* and Others

### S 902 – Environmental and climate emergency

#### Introduction :-

1. The *Client* declared a Climate Emergency in February 2019 and an Ecological Emergency in July 2022. Somerset County Council and the Somerset District Councils set out their objective to work towards net zero carbon emissions in their estate and operations and on a county-wide basis by 2030. The Goals, aims, objectives and desired outcomes was set out in the Somerset Climate Emergency Strategy – “Towards a Climate Resilient Somerset” (adopted November 2020). The documents are available at in the following link: -
  - <https://www.somerset.gov.uk/climate-emergency/somersets-climate-emergency-strategy-documents/>
2. The Climate Emergency Strategy has three main Goals: -
  - Decarbonise Local Authority emissions to be net zero by 2030
  - To work towards a Net Zero County by 2030
  - Be resilient to the effects of Climate Change – mitigation and adaption

#### Key Objectives :-

1. To deliver the *Client's* aims and outcomes, as described in the Somerset Climate Emergency Strategy (adopted November 2020), and associated appendices, in relation to carbon reduction, climate resilience and sustainability in its widest sense, and all subsequent revisions and amendments.
2. To deliver the commitments set out in the Somerset Climate Emergency Strategy (adopted November 2020), and associated appendices, and all subsequent revisions and amendments.
3. To conserve and, where possible, enhance biodiversity within Somerset in accordance with the declared ecological emergency and any resultant corporate strategies.
4. To minimise any adverse effects of *service* delivery on the environment.

### **Specific to Highway Maintenance the strategy states the following intent :-**

1. Reviewing their own vehicle fleets to cut emissions from their own operations.
2. Investing more money in improving the walking and cycling infrastructure and public transport.
3. Reviewing how the highway network is managed and maintained to ensure it is 'futureproofed' for expected Climate Change impacts.

### **Our commissioning goals for Highways Contracts relevant to Climate Change and Carbon Emissions are stated below: :-**

1. A network that is adapted and resilient to climate change with a reduced carbon output, both in usage and maintenance to contribute to the commitment for Somerset to be carbon neutral by 2030.
2. A service based on the intelligent client model that develops and sustains collaborative partnerships that deliver the objectives of all partners.
3. A flexible and agile service that attracts and retains the best people and embraces best practice and new technologies to enable innovation.
4. Sustain a financially resilient service that adopts robust asset management principles and delivers best value with the resources available.
5. A service that maximises social value and provides valuable local opportunities for individuals and businesses.

## **Climate Change Requirements**

### **Carbon accounting (baselines and quantification)**

#### **Reporting Annual Emissions**

The Contractor will be required to account for all Scope 1, 2 & 3 emissions as defined by the methodology set out by the Future Highways Research Group (FHRG). This will take the form of estimating annual emissions as part of the annual planning process, tracking and reporting emissions through the year on a quarterly basis, and producing a final report of total carbon emissions for the *Client* sign off in Q1 of the following year. Quarterly reporting is intended to track the effectiveness of 'in year initiatives' to reduce emissions in comparison with the estimated annual baseline.

The emissions data produced will form part of the *Client's* overall corporate carbon accounting and reporting.

Our high-level assumption is that annual carbon emissions from maintenance activity in 2020 were around 10,000 tonnes CO<sub>2</sub> and that working practices will not change significantly between 2020 and that start of the new contracts in 2024. The carbon baselining for the first year of new contract operation should review and confirm these assumptions collaboratively as part of the baselining and target setting process.

### **Client's principles for driving reduction in carbon emissions in highway maintenance**

The *Client* is taking a whole system approach to decarbonisation of our highway maintenance service which targets reductions in all scope emissions, including from the *Client's* own operations, as well as supply chain corporate emissions proportionate to this Contract, and from activity delivered through the *Client's* suite of highway related contracts.

The *Client* will use secondary clause X29 - reducing the impact of the works on climate change within its new suite of highways contracts.

The mandatory use of whole life carbon cost estimates will be used to evaluate carbon reduction proposals for physical Tasks ordered through the Contract: Proposals should fall into the two categories defined below:

1. At the same or reduced initial cost to the *Client* - The use of novel materials, construction and management processes that reduce carbon emissions, and retain or improve the condition and value of the asset.
2. At an additional initial cost to the *Client* - The use of novel materials, construction and management processes that reduce carbon emissions, and retain or improve the condition and value of the asset, whilst delivering at least an equivalent whole life carbon cost saving to the additional initial cost.

To support these principles the *Client* will set a monetised value for the cost of carbon per tonne to evaluate proposals that fall into category 2 above. The initial value per tonne at the start of the contract will be set during the mobilisation period and will be reviewed annually and communicated to the *Contractor* in Q3 in each year for the succeeding year.

### **Climate change plan**

The *Client* wishes to collaborate to create, deliver and monitor a Climate Change Plan covering our suite of highways contracts and share the risk of achieving carbon reduction targets within lifetime of the contract with the successful *Contractors*. We are aware that each measure to reduce carbon emission from the Contract Year 1 baseline is likely to require a different risk profile and require different roles and responsibilities between client and contractors for each measure. To facilitate this approach a Highways Contracts Collaborative Board will be set up with the purposes of:

- Ensuring a high degree of collaboration between contracts,
- discharging the contractual role of Climate Change Partners, clause X29,
- overseeing the delivery of the Climate Change Plan, clause X29 including any contracted reductions in emissions from the contracts,
- and developing new proposals collaboratively between the *Client*, the appointed *Contractors* and wider supply chain.

The draft Climate Change Plan must be submitted with the Tender. The updated Climate Change Plan must be submitted no later than 4 months from the contract *starting date*. This plan must include a Performance Table that includes, as a minimum, the following headings and measures:

#### Climate Change Performance Table

Ref	Subject issue to be addressed	Target	Units	Measurement rules	Reporting frequency	If performance does not meet the target stated in the Performance Table, the Contractor pays the amount stated <sup>1</sup> (Sum or rate)	Limit on sum to be paid by the Contractor (if any)	If performance exceeds or meets the target stated in the Performance Table, the Contractor is paid the amount stated <sup>2</sup> (Sum or rate)	Limit on sum to be paid to the Contractor (if any)
001	Provision of Climate Change Plan to the <i>Service Manager</i> . To be provided within the period stated in the Contract Data. Covering the period set out in the Contract Data	50%	Tonnes CO <sub>2</sub> e	50% reduction in carbon emissions arising from the annual activity delivered through the contract by end of the initial 8 year term, from the April 2024 baseline	Quarterly	Zero	Not applicable	Zero	Not applicable
The Method and rules used to compile the Performance Table are:- The Future Highways Research Group (FHRG) methodology.									

Proposals must demonstrate methodology, management practices, Task Order programming, supply chain engagement, and any other elements of proposed delivery arrangements for this Contract to reduce carbon emissions to the target trajectory. Proposals must comply with PAS2080 methodology. Tenderers are free to make commitments to achieve stretch targets for carbon reductions (i.e. beyond the *Client's* stated target trajectory) throughout the Service Period.

#### Carbon offsetting

At this point in time *Client* do not wish to receive decarbonisation proposals that include offsetting to ensure we focus on achieving the maximum possible reduction in emissions in the period to 2032 rather than offsetting.

## **Fleet de-carbonisation**

The *Client's* climate emergency strategy includes the following commitment to decarbonise our vehicle fleet:

*The Somerset Local Authorities will lead by example in the electrification of their vehicle fleets" and a specific action that we will "Review local authority fleets under the 'Energy Saving Trust' Fleet review scheme (including grey fleets) with an implementation programme identified to address outcomes".*

We are currently working to develop an implementation programme which is likely to require that all new vehicles used by/on behalf of the Council below 3.5 tonnes should be electric and that there should be a clear pathway for the decarbonisation of other fleet.

## **Required Outcome :-**

1. Collects and collates information that clearly demonstrates that *Service* delivery contributes to the objectives set out in this specification.
2. Delivers against the outcomes in the Appendix to the Somerset Climate Emergency Strategy (adopted November 2020).
3. Achieves, or better, the *Client's* annual targets for CO2 reduction.
4. Utilise low carbon materials, where viable, in undertaking *Services*.
5. Adopts practices which contribute to the aims, goals, and targets of the Somerset Climate Emergency Strategy (adopted November 2020) and national government and industry strategies.
6. Complies in all respects with the statutory provisions pertaining to the minimisation, re-use, and disposal of waste.
7. Maximises the use of recycled and secondary materials used in the execution of the works.

8. Adopts practices that take account of biodiversity provisions within the Environment Act (e.g., biodiversity net gain etc) as well as any corporate biodiversity strategic objectives.

## **Contractor's Role**

1. Adopts sustainable practices and achieve outcomes set out in the Contract.
2. Assists the *Service Manager* in exploring ways in which the environmental and sustainability performance of the *Service* might be maximised and the environmental impact minimised. This may be achieved working with other *Contractors* employed by the *Client* and managed through the Highway Contracts Collaborative Board. For instance, the selection of products and materials and / or the adoption of construction / engineering techniques and processes which result in or involve: -
  - Reductions in energy consumption and CO<sub>2</sub>, NO<sub>X</sub>, and other greenhouse gas emissions,
  - Reduction in waste,
  - Reduction in material from non-renewable resources,
  - Reductions in *Contractor's* vehicle movements and vehicle emissions,
  - Enhancement of biodiversity and ecologically valuable habitat,
  - Improvements in whole life performance of the Area Network, reducing the impact on the community.
3. Provides the *Service Manager* with all the information that may reasonably be requested regarding the environmental impact of the supply and use of materials selected by the *Contractor*.
4. Avoids adverse effects and delivers benefits to the natural environment in line with the *Client's* Strategic Objectives.
5. Secondary or recycled materials are prioritised wherever viable or as instructed by the *Service Manager* and to meet the recycling targets.
6. Agrees with the *Service Manager* responsibilities for undertaking actions.
7. Assists the *Service Manager* in developing future climate change adaptation and mitigation plans for the highway service and agree with the *Service Manager* responsibilities for undertaking the actions.

8. Collects data and performance measures, in an agreed format with the *Service Manager*, using robust mechanisms and report accordingly to the *Service Manager*, *Client*, and Highway Contracts Collaborative Board.
9. Agree a methodology and produces a quarterly return for the collation, analysis and reporting of carbon emissions throughout the duration of the Contract.
10. Prepares, maintains, and makes regularly available to the *Service Manager*, an electronic log that records the actions as set out within this section of the Scope.
11. Reports all data, performance measures, and pertinent information to the *Service Manager* in a format and timescale agreed with the *Service Manager*.
12. Produces a quarterly return quantifying and detailing the waste produced from highway works and, where appropriate and agreed, production of goods and office activities carried out under this contract and the percentage recycled.
13. Complies also with the requirements as set out in the Contract Scope.

### **Service Manager's Role**

1. Encourages carbon reduction, nature recovery and sustainability in the provision of the *service*.
2. Produces, maintains, reviews, improves, and updates data for climate change adaptation and mitigation plans for the highway service.
3. Works with the *Contractor* and Highway Contracts Collaborative Board to identify opportunities and adopt practices to operate more sustainably.
4. Agrees with the *Contractor*, targets, actions, and responsibilities that contribute to the required outcomes of the Contract Scope.

## **S 905 – Sharing the Affected Property with the *Client* and Others**

## Area Network

The *Client* provides access to and use of each part of the Area Network. The Area Network is described as publicly maintainable highway, rights of way, and other similar networks under the Council's portfolio and direction, e.g., including, but not limited to, amenity land and non-publicly maintainable highway.

For Affected Property owned by the *Client* that is used by the *Contractor* in Providing the Service is stated in Scope S 900 Client Depots and Waste Transfer Stations.

The *Contractor* shall develop procedures and protocols for the liaison with Others. This might include attendance at meetings, site visits, etc as required. The *Contractor* shall facilitate access to the site for Others where required, to include, supervision (where necessary), site inductions and the like at no extra cost.

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *service* and delivery of the *service*. For the avoidance of doubt, this includes the acquisition, provision, interpretation, and use of public utility information.

## Client Depots

The highways depots are located broadly within each former District Council area. The *Client* notes that the operational boundaries for delivery of the service may change to align with the aspirations of the New Somerset Council and the *Contractor* is expected to recognise and work with the *Client* to review and realign operational boundaries should they be required over the lifetime of the contract at no extra cost.

In accordance with Conditions of Contract clause 29, with effect from the *starting date*, or earlier as agreed with the *Client*, the *Contractor* will be able to use the *Client's* depots at no cost should they be required for the delivery of the Service, subject to having entered into a lease. They will be available on a full repair basis, so the responsibility for the site will rest with the *Contractor* and to be returned in no worse a condition at the end of the contract.

The *Client* will retain the right to occupy parts of the *Client's* depots that have been leased to the *Contractor*, at the *Client's* discretion and agreement with the *Contractor* and / or occupier. This will be at no cost to the *Client*.

Proforma Lease is in Annex 11

Draft Licence to Carry Out Works is in Annex 12

The *Client* notes the depots may not comply with the MEES regulations (Minimum Energy Efficiency Standards) that come into full effect from 1st April 2023, particularly regarding office accommodation.

The Parties may need to review the need for the depots during the *service* period. This may be part of a programme of transformation and / or rationalisation through the Unitary transition period and beyond. As part of this review the *Contractor* will work with the *Client* to look at opportunities around consolidation and relocation of depots. The *Contractor* will work with the *Client* to minimise the cost of any such consolidation or relocation at no extra cost.

As of 2022, electric vehicle (EV) charging facilities are not available at the *Client* depots. The requirements and timescales for EV charging are to be agreed by the *Client* and the *Contractor* during the tender process, once the depot locations and EV operational usage at each depot have been confirmed. Any EV charging facilities required will be provided by the *Contractor*, at the *Contractor's* expense. All operating and maintenance costs are to be at the *Contractor's* expense.

Vehicle washdown facilities. Where vehicle washdown facilities are provided at *Client* depots, the *Contractor* will permit the use of these facilities by the *Client* and the *Service Manager*. This will be at no cost to the *Client*.

Where a depot includes a vehicle workshop facility, the facility is expected to be excluded by the *Client* under the Tenancy arrangements to occupy. The *Client* may lease the vehicle workshop facilities separately to a third party. Any separate agreement with a third party shall not be unreasonably obstructed and access to the various depot facilities will be shared without prejudice and interruption. It would be expected that where workshop facilities are leased separately there will be a requirement for the *Contractor* to share common facilities, including but not restricted to parking and welfare and all costs shared according to user.

Five depots available to the *Contractor*: -

Former Mendip District Area:-

- Glastonbury Depot, Wells Road, Glastonbury. BA6 9AS.
- An indicative map of the site is in Annex 13.
- Frome Depot, Manor Furlong, Frome, BA11 4RH.
- An indicative map of the site is in Annex 14.

Former Sedgemoor District Area:-

- Dunball Depot, Dunball Industrial Estate, Dunball, Bridgwater, TA6 5TP.
- An indicative map of the site is in Annex 15.

Former Somerset West and Taunton District Area:-

- Minehead Depot, Mart Road Industrial Estate, Minehead TA24 5BJ.
- An indicative map of the site is in Annex 16.

Former South Somerset District Area:-

- Yeovil Depot, Mead Avenue, Houndstone Business Park, Yeovil, BA22 8RT.
- An indicative map of the site is in Annex 17.

Depot running costs. If the *Contractor* decides to use the *Client* depots, all running costs will be the responsibility of the *Contractor* and, where shared in occupation, such costs will be shared. The following information is provided only as a guide to tenderers and refers to the cumulative amounts for the five *Client* depots in 2020/2021. The list of costs is not exhaustive. All the figures are for the *Client* depots in their entirety, including those parts occupied by the *Client*. The figures in the table below are comprised of the following components:-

- Rates
- Electricity
- Gas
- Water
- Cleaning
- Discharge/Licence Fees
- CCTV / Security alarms
- Insurance
- Telephones

<b>Depot</b>	<b><i>Client</i> Element (£)</b>	<b><i>Contractor</i> Element (£)</b>	<b>Total (£)</b>
Dunball	22,957	42,634	65,591
Frome	0	21,626	21,626
Glastonbury	12,983	63,386	76,369
Minehead	14,271	42,813	57,084
Yeovil	26,758	26,758	53,516
Total	76,969	197,217	274,186

All operating and maintenance costs electric vehicle, (EV) charging are to be at the *Contractor's* expense and are not included in the table above.

## Contractor Depots

The *Contractor* may choose to provide their own depots, and these will be at no cost to the *Client*. There may be occasions when the *Client* and the *Contractor* agree to the *Client* occupying parts of the *Contractor's* depot. Terms to be agreed during the tender process.

Vehicle washdown facilities. Where vehicle washdown facilities are provided at *Contractor* depots, the *Contractor* will permit the use of these facilities by the *Client* and the *Service Manager*. This will be at no cost to the *Client*.

### Waste transfer stations

The *Client* is the holder of Waste Management Licences for the temporary storage of recyclable waste at the three locations shown in the following table.

Name and location	Licence ref	Map Ref	Maximum annual turnover
Bickenhall Lane* (A358 10km south of Taunton)*	27127	ST 294 198	5,000 tonnes
Podimore* (A37, 1 km from A303 roundabout)	27126	ST 536 256	25,000 tonnes
Minehead Highways Depot**	27125	ST 976 460	5,000 tonnes

\* Chipping landing at same site.

\*\* Minehead Depot is subject to depot lease.

These transfer stations are to be made available to the *Contractor* for use in connection with the service. They will be provided under a Licence to Occupy arrangement at a zero-rent maintenance of these sites.

The *Client* will pay all fees due in connection with the Waste Management Licences and arrange and pay for the provision of persons with the necessary Certificates of Technical Competence (COTC) to support the operations of the *Contractor*.

The *Contractor* will fulfil the role of "Operator" in terms of the licences and be responsible for undertaking the requirements of that role. The *Contractor* will also be responsible for water management, repairs, and maintenance to fencing, gates and surfaces (at its own cost).

The *Contractor* shall make the necessary depot space available for *Client* materials storage, where possible and if required, at no cost to the *Client*.

### S 910 Co-operation

The *Contractor* shall interface and collaborate with all relevant stakeholders in Providing the Service and work within the meeting structure set out in S800 Management of the Service. These include, but not limited to:

- Media and communications - The *Contractor* shall work in compliance with the *Client's* media protocol, refer to Annex 08,
- Supply chains and partners,
- Effective management of the supply chain is essential if the objectives are to be met or exceeded. The *Contractor* identifies and forms long-term relationships with key or strategic organisations within its supply chain,
- Traffic manager and street works. Note, co-operation from a street works function is a statutory requirement and this extends to a Highway Authority in meeting its obligations through the Somerset Council Permit Scheme,
- The *Contractor* shall take full account of constraints of others in the provision of the *Service*
- Utility providers
- Department for Transport, National Highways, or their agents,
- Environment Agency

The *Contractor* shall be responsible for liaison with the *Client* and / or others and agreeing programmes of works, access requirements and allow free use of the *Contractor's* facilities, for example, but not limited to, services, hard standings, standing scaffold and hoisting facilities.

## Public Notification and Customer Satisfaction Surveys

### Objectives

- To ensure that projects of work are delivered in accordance with customer expectations subject to the technical, financial and policy requirements described elsewhere in this contract.

### Required Outcome

- Customers affected by projects of work are informed about the nature, duration and possible disruption arising from the works.
- Customers are informed about changes to Task Order programmes in a responsible, appropriate and timely manner.
- Customers are provided with a means by which their satisfaction with projects of work is recorded.
- The results of customer satisfaction surveys show continuous improvement.

### *Contractor's* Role

- In the spirit of the *Client's* "4 Cs" (customer focus, can do attitude, collaboration and care and respect), support the *Service Manager* to maintain customer relations at all times regarding the works to be undertaken.

- Takes account of the *Service Manager's* requirements for communication with the *Service Manager* and customers.
- Attends project hand-over meetings with the *Service Manager* when requested and agree, to the satisfaction of the *Service Manager*, the methodology of communication with customers which will generally include the *Contractor* being responsible for notifying customers in a responsible way, by an appropriate method and in a timely manner of any changes that will affect them leading up to, during, and after the works. During these periods, the *Contractor* will be responsible for responding to, and managing through to resolution, all customer enquiries allocated to the *Contractor*, as and when requested by the *Service Manager*, to include changes to timing and programming, duration, access. temporary traffic control, and outcome specification unless originated by the *Service Manager*. Also during these periods, advising customers in advance of the timing and duration of activities that may cause a particular nuisance (dust, noise, night-time working etc.).
- When requested by the *Service Manager*, instructs the relevant Subcontractor to attend project hand-over meetings.
- Provides direct telephone numbers of the *Contractor's* site agent, site manager and the out of hours contact number to the *Service Manager*.
- Joins the *Service Manager*, when requested, in public liaison meetings about proposed or existing works.
- Ensures results of surveys are disseminated to the *Contractor's* staff and Subcontractors involved in the works.
- Ensures that systems and procedures for carrying out works and communicating with customers are constantly reviewed and improved in the light of the result of the surveys.
- Monitors improvements.
- Complies also with the requirements of the preamble to the Scope.

### ***Service Manager's Role***

- Consults and liaises with customers about works that may affect them.
- Informs the *Contractor* of the requirements for communication with customers.
- Invites the *Contractor* to project hand-over meetings, when required,
- Communicates the details of the customer consultation to the *Contractor* no later than at the project hand-over meeting in order that the *Contractor* fully understands, as far as it has been agreed with them, what the customers expects to be delivered and when.
- Instructs the *Contractor* to attend public meetings as and when required by giving the *Contractor* no less than 2 days' notice.

- Issues Customer Satisfaction Surveys using National Highway's Best Value Benchmarking Club surveys, or similar, to customers.
- Fulfils the general activities as described in the preamble to the Scope.

## S 915 Co-ordination

The *Contractor* will;

- Assist the *Client's* Traffic Manager to secure the expeditious movement of traffic in line with its duties under the relevant sections of the Traffic Management Act 2004.
- Ensure that the delivery of the *Service* to be treated the same as Street Works as per the New Roads and Street Works Act 1991; the Somerset Council Permit Scheme as required under Part 3 of the Traffic Management Act 2004 and the Traffic Management Permit Scheme (England) Regulations 2007/3372 (as amended from time to time)
- Comply with the requirements of the Department of Transport publication 'New Roads and Street Works Act 1991 Code of Practice for the Co-ordination of street works and Works for Roads Purposes and Other Related Matters (latest revisions) to be referred to the Co-ordination Code of Practice (CoP)
- Ensure road works are co-ordinated and effectively managed to ensure minimal disruption to all road users
- Ensure notices and permits are applied for and issued in accordance with the Somerset Council Permit Scheme as required per Part 3 of the Traffic Management Act 2004 and the Traffic Management Permit Scheme (England) Regulations 2007/3372 (as amended from time to time)
- Have an equivalent duty as Statutory Undertakers under Section 60 of NRSWA to co-operate with the *Client's* Traffic Manager's efforts to co-ordinate the execution of works of all kinds.

In relation to the NRSWA definitions the *Contractor* will;

- Comply with the requirements and recommendations of the Co-ordination CoP and for this specification: - Chapter 2 Co-ordination in Practice,
- Attend the Somerset NRSWA local Highway Authority Utilities Committee (Somerset HAUC) co-ordination meetings (see below) to actively participate in planning and programming of the *Service* with other stakeholders and interested parties; or ad hoc meetings as and when required to discuss specific co-ordination issues.

Somerset HAUC takes place at three monthly intervals and dates are scheduled at the beginning of the calendar year. The purpose of the meeting is for all parties who have a requirement to work on the highway to co-ordinate works in accordance with the Traffic Management Act and NRSWA.

The meeting includes Statutory Undertakers, the *Service Manager* (acting as the Highway Authority) and the *Contractor*.

There is a legal requirement that information be issued to this meeting by all parties in good time for the Traffic Authority to collate and review the submitted information. The meeting will generally consider all programmes of work submitted with a view to co-ordinate, work together and minimise traffic delays.

The *Contractor* shall provide to the *Service Manager*, advance works schedules, in a format specified by the *Client*, at least three weeks in advance of the co-ordination meeting.

### **S925 Access to finished areas**

Where any such operatives / contractors require access to finished areas or make use of access ways prior to the Completion Date the *Contractor* shall be responsible for agreeing dates of access and conditions of access with the *Service Manager* of the relevant elements of the works. In the absence of such agreement, there shall be no adjustment to the total of the Prices for making good damage.

### **S 930 Statutory authorities**

The *Contractor* shall give all notices in accordance with the contract and pay all fees and charges required under the contract. The amount of all such fees and charges shall be deemed to be included in the total of the Prices.

Somerset Council Permit Scheme. Permit fees required under the Somerset Council Permit Scheme will not be paid by the *Contractor*.