

ISLE OF WIGHT COUNCIL - HIGHWAYS PFI

SCHEDULE 13 - CALL-OFF SERVICES

SCHEDULE 13

Call Off Services

Part 1

Highway Trees

Additional Highway Trees

1.1 The Authority may instruct the Service Provider to plant additional Highway Trees over and above the overall number which exist on the Project Network at the Pre-Commencement Survey Date. Where additional Highway Trees are required, the Authority shall (acting reasonably as to specification and timing) instruct the Service Provider as to the:

1.1.1 species of Highway Trees required;

1.1.2 location for planting the additional Highway Trees; and

1.1.3 date by which the additional Highway Trees are required to be planted,

and the Service Provider shall plant such additional Highway Trees in accordance with the Authority's instructions.

Payment

1.2 Where the Service Provider has planted additional Highway Trees in accordance with paragraph 1.1 of this part 1 (*Highway Trees*), the Service Provider shall include in the following Draft Monthly Payment Report the amount set out in the Catalogue and a Y value set out in part 2.1 of schedule 18 (*Accruals and De-Accruals*) for each additional Highway Tree planted.

Part 2

Festive Decorations

1. Project Network Festive Decorations

The Service Provider shall be responsible for the operation, maintenance and testing of all Project Network Festive Decorations as part of the Authority's Annual Festive Decorations Programme in accordance with the provisions of Performance Standard 4 (Network Standards) of schedule 2 (*Output Specification*) and the undertaking of such services shall be included within the Unitary Charge.

2. Annual Festive Decorations Programme

2.1 The Service Provider shall liaise with each Parish Council and submit to the Authority with each Annual Programme a copy of each Parish Council's indicative annual Festive Decorations programme ("**Parish Council Indicative Annual Festive Decorations Programme**") which shall form part of the Authority's Annual Festive Decorations Programme and shall specify:

2.1.1 the type of Festive Decorations to be displayed;

2.1.2 the periods in which the relevant Parish Council requires its Festive Decorations to be In Light ("**Festive Periods**");

2.1.3 the locations in which Festive Decorations shall be displayed during the Festive Periods;

2.1.4 the suitability of sockets and electricity supply in such locations;

2.1.5 the means of attaching Festive Decorations to Project Network Parts and other means of attachment;

2.1.6 where required, how Festive Decorations are to be returned to the relevant Parish Council at the conclusion of the Festive Period; and

2.1.7 any requirements for Festive Decorations at times other than during the Festive Periods,

provided that such information shall be updated by the Service Provider where all the information required in order to comply with the provisions of this paragraph 2.1 has not been made available to the Service Provider by the Parish Council at the time of providing the relevant Parish Council Indicative Annual Festive Decorations Programme.

2.2 As soon as reasonably practicable and in any event no later than three (3) Months prior to the relevant Festive Period set out in the relevant Parish Council Indicative Annual Festive Decorations Programme, the Service Provider shall provide to the Authority a copy of each Parish Council's festive decorations plan ("**Festive Decoration Plan**") which shall contain all the information required in order for the Service Provider to comply with paragraph 2.1 of this part 2 (*Festive Decorations*) and, to the extent relevant:

2.2.1 the number of Festive Decorations to be erected by the Service Provider;

2.2.2 the number of Lighting Points to be replaced by the Service Provider (including replacement type);

2.2.3 the number of Luminaires to be replaced by the Service Provider (including replacement type); and

2.2.4 confirmation that all Powered Apparatus feeding the required Festive Decorations shall be fitted with sockets, time switches and appropriate isolators which comply with BS 7671.

2.3 As soon as reasonably practicable and in any event no later than thirty (30) Business Days following receipt of each Festive Decoration Plan, the Service Provider shall submit to each Parish Council (copied to the Authority) the Service Provider's proposals for delivering each Festive Decoration Plan ("**Service Provider's Festive Proposals**") which shall include:

2.3.1 any comments, concerns and/or revisions that the Service Provider considers necessary to the relevant Festive Decoration Plan with an explanation as to why; and

2.3.2 an estimate of the cost of delivering the relevant Festive Decoration Plan based on the applicable rates set out in the Catalogue, or where no applicable rates are included in the Catalogue, paragraph 2.2 of part 1 of schedule 17

(Change Protocol) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change.

2.4 The Service Provider shall liaise with each Parish Council and notify the Authority as soon as reasonably practicable, and in any event no later than fifteen (15) Business Days prior to the relevant Festive Period, whether each Parish Council:

2.4.1 accepts the relevant Service Provider's Festive Proposals (as may be amended) and requires the Service Provider to implement the relevant Festive Decoration Plan; or

2.4.2 does not accept the relevant Service Provider's Festive Proposals (as may be amended) and does not require the Service Provider to take any further action in implementing the relevant Festive Decoration Plan,

provided that the Service Provider shall not implement any Festive Decoration Plan at the request of a Parish Council unless the Authority has confirmed in writing to the Service Provider no later than ten (10) Business Days prior to the relevant Festive Period, that such Festive Decoration Plan is permitted.

3. Testing of Festive Decorations

3.1 The Service Provider shall liaise with each Parish Council and notify the Authority as soon as reasonably practicable of the date upon which any Parish Council requires the Service Provider to test Festive Decorations ("**Festive Decoration Testing Date**").

3.2 As soon as reasonably practicable following any Festive Decoration Testing Date, the Service Provider shall provide to the relevant Parish Council (copied to the Authority) a written report listing any defective Festive Decorations together with the Service Provider's recommendations and proposals for repair or replacement of such defective Festive Decorations ("**Festive Report**").

3.3 The Service Provider shall liaise with each relevant Parish Council and confirm to the Authority as soon as reasonably practicable following receipt of the relevant Festive Report, whether the relevant Parish Council requires the Service Provider to repair (at the Parish Council's expense) any defective Festive Decorations in line with its Festive Report.

4. Erection of Festive Decorations

4.1 Subject to any express agreement between the Service Provider and a Parish Council, the Service Provider shall ensure that Festive Decorations are erected to the extent specified by any Parish Council's Festive Decoration Plan and attached to those items (whether a Project Network Part or otherwise) forty eight (48) hours before the commencement of the Festive Period.

4.2 The Service Provider shall ensure that Festive Decorations are:

4.2.1 connected to an electricity supply at the time when Festive Decorations are required to be In Light in accordance with the Festive Decoration Plan; and/or

4.2.2 In Light in accordance with appropriate lighting activation levels as specified in the appendix to PS4 or as specifically agreed with the relevant Parish Council (and for the avoidance of doubt where any failure is identified in a Festive Decoration which consists of multiple Lamps then, regardless of how many Lamps are not operating such failure shall only count as one (1) failure to comply with this paragraph 4.2.2).

5. Removal of Festive Decorations

At the conclusion of each Festive Period the Service Provider shall, to the extent specified by any Parish Council's Festive Decoration Plan, take down all relevant Festive Decorations and return such Festive Decorations to the relevant Parish Council within one (1) Month of the last day of the Festive Period and shall notify the Authority accordingly.

6. Payment

If a Parish Council requires the Service Provider to provide any services in relation to the testing, erection or removal of Festive Decorations, the Service Provider shall invoice the relevant Parish Council for the costs associated with such, testing, erection or removal of Festive Decorations in accordance with the amounts set out in the Catalogue, contained at Part 4 of schedule 17 (*Change Protocol*) and a Y value set out in Part 2 of schedule 18 (*Accruals and De-Accruals*) for each additional Festive Decoration affixed.

Part 3

Special Events

Category A and Category B Special Events

- 1.1 The Service Provider shall provide Category A Special Events and Category B Special Events in accordance with the Special Events Services set out in PS9 of schedule 2 (*Output Specification*) and clause 26 (*Special Events*);

Payment for Category A and Category B Special Event Services

- 1.2 No additional payment shall be made by the Authority for the provision of Category A Special Events or Category B Special Events except as provided for under the provisions of clause 26.4.2 (*Special Events*).

Category C Special Events

- 1.3 The Authority shall notify the Service Provider of its requirements in respect of each Category C Special Event ("**Category C Special Event Notification**") no later than three (3) Months prior to the date on which the Category C Special Event shall commence. The Category C Special Event Notification shall include, in accordance with the Availability Matrix:

1.3.1 the traffic management arrangements the Authority requires the Service Provider to operate and the expected duration of such Category C Special Event; and

1.3.2 the Authority's requirements for the Service Provider to:

1.3.2.1 provide temporary signs, barriers, cones and Traffic Signals and when these must be in place;

1.3.2.2 remove temporary signs, barriers, cones and Traffic Signals and when such removal must take place;

1.3.2.3 amend timings of Traffic Signals in accordance with the Traffic Management Plan for the relevant Category C Special Event;

- 1.3.2.4 temporarily remove or modify or reinstate Apparatus and/or Street Furniture for the purpose of the Category C Special Event;
- 1.3.2.5 provide additional Winter Service operations during the Category C Special Event;
- 1.3.2.6 bring forward or delay any planned maintenance and/or surveys and/or inspections in respect of any specific Project Network Parts;
- 1.3.2.7 display messages using signage or on variable message signs or electronic message signs in relation to the Category C Special Event;
- 1.3.2.8 attach items (other than Festive Decorations) to Lighting Columns or other Project Network Parts;
- 1.3.2.9 provide stewards at road closure points;
- 1.3.2.10 attend any planning meetings as directed by the Authority,

including the date and time by which any such requirement must take place.

1.4 The Service Provider shall respond to the Authority within ten (10) Business Days of receipt of the Category C Special Event Notification, raising any queries and/or requests for further information the Service Provider (acting reasonably) requires in order to comply with the Category C Special Event Notification, and the Authority shall respond to any such queries and/or requests within ten (10) Business Days of receipt.

1.5 Within ten (10) Business Days of receipt of the Category C Special Event Notification, or where further information is provided by the Authority pursuant to paragraph 1.4 of this part 3 (*Special Events*) within ten (10) Business Days of such response, the Service Provider shall submit to the Authority its proposals for delivery of the Category C Special Event Notification ("**Service Provider Category C Special Event Proposals**") which shall include:

- 1.5.1 any comments, concerns and/or revisions that the Service Provider considers relevant in respect of the Category C Special Event Notification with an explanation as to why; and

- 1.5.2 an estimate of the cost of delivering the Category C Special Event Notification based on the rates set out in the Catalogue, or where no applicable rates are included in the Catalogue, paragraph 2.2 of part 1 of schedule 17 (*Change Protocol*) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change.
- 1.6 As soon as reasonably practicable following receipt of the Service Provider Category C Special Event Proposals, the Authority shall notify the Service Provider whether it requires the Parties to meet ("**Category C Special Event Meeting**") to discuss and endeavour to agree (acting reasonably) amendments to the:
- 1.6.1 Category C Special Event Notification; and/or
- 1.6.2 Service Provider Category C Special Event Proposals.
- 1.7 As soon as reasonably practicable following receipt of the Service Provider Category C Special Event Proposals, but subject to any Category C Special Event Meeting, the Authority shall confirm that it:
- 1.7.1 requires the Service Provider to implement the Category C Special Event Notification (as may be amended) in accordance with the Service Provider Category C Special Event Proposals (as may be amended); or
- 1.7.2 does not require the Service Provider to implement the Category C Special Event Notification (as may be amended) in accordance with the Service Provider Category C Special Event Proposals (as may be amended).
- 1.8 Where paragraph 1.7.1 of this part 3 (*Special Events*) applies and the Service Provider fails to comply with any element of any Category C Special Event Notification:
- 1.8.1 where the Authority is able to find a replacement contractor to carry out any uncompleted element of the Category C Special Event Notification, it shall set off from the next Monthly Payment an amount equal to the difference between:
- 1.8.1.1 the price payable to the Service Provider for providing the uncompleted element of the Category C Special Event Notification; and

1.8.1.2 the actual price payable to a replacement contractor to provide the uncompleted element of the Category C Special Event Notification,

provided that the Authority shall only be obliged to pay the Service Provider an amount equivalent to the value of such element of the Category C Special Event Notification that has been provided to the extent that such element was used to deliver the Category C Special Event by the Authority or replacement contractor; and/or

1.8.2 where the Authority is unable to find a replacement contractor to carry out any uncompleted element of the Category C Special Event Notification, the Service Provider shall compensate the Authority for all costs, losses, damages and expenses suffered or incurred by the Authority as a result of such failure.

Short Notice Category C Special Events

1.9 Where the Authority notifies the Service Provider of its requirements in respect of a Category C Special Event less than three (3) Months prior to the date on which the Category C Special Event shall commence, the Category C Special Event Notification shall also include a proposed date and time for the Parties to meet ("**Short Notice Category C Special Event Meeting**") to discuss the Authority's requirements in respect of the Category C Special Event.

1.10 As soon as reasonably practicable following receipt of the Category C Special Event Notification the Parties (acting reasonably) shall agree upon the date of the Short Notice Category C Special Event Meeting.

1.11 At the Short Notice Category C Special Event Meeting agreed pursuant to paragraph 1.10 of this part 3 (*Special Events*), the Parties shall discuss the Service Provider's:

1.11.1 proposals for delivery of the Category C Special Event Notification; and

1.11.2 pricing proposals based on the rates set out in the Catalogue, or where no applicable rates are included in the Catalogue, paragraph 2.2 of part 2 of schedule 17 (*Change Protocol*) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change,

and shall endeavour to agree (acting reasonably) the services to be provided by the Service Provider in respect of the Category C Special Event Notification.

- 1.12 Where the Parties are unable to agree the services to be provided by the Service Provider in respect of the Category C Special Event Notification at the Short Notice Category C Special Event Meeting, the Authority shall reissue the Category C Special Event Notification (as may be amended by the Authority) to the Service Provider who shall carry out the arrangements set out therein.
- 1.13 If the Service Provider is unable to carry out any planned Services as a direct result of carrying out a Category C Special Event Notification agreed pursuant to paragraph 1.11 of this part 3 (*Special Events*) or issued pursuant to paragraph 1.12, the Service Provider shall be entitled to an Excusing Cause.

Payment

- 1.14 Where the Service Provider has completed any services in respect of a Category C Special Event, the Service Provider shall include all amounts agreed pursuant to paragraphs 1.7.1 or 1.11 of this part 3 (*Special Events*) or required to comply with instructions issued pursuant to paragraph 1.12 in the following Draft Monthly Payment Report being the relevant amount set out in the Catalogue contained at Part 4 of schedule 17 (*Change Protocol*).

Part 4

Section 278 Works

1.1 Where the Authority requires the Service Provider to carry out Section 278 Works, it shall notify the Service Provider of its requirements ("**Section 278 Works Notification**") no later than three (3) Months (or such shorter period as is practicable) prior to the date on which the Section 278 Works are required to commence. The Section 278 Works Notification shall include, in accordance with the Availability Matrix:

1.1.1 the location (by OS Grid Reference Range) of the Section 278 Works;

1.1.2 a detailed description of the Section 278 Works including:

1.1.2.1 the number and type of Project Network Parts affected by the Section 278 Works; and

1.1.2.2 details of any Project Network Parts proposed for adoption onto the Project Network arising out of the Section 278 Works;

1.1.3 the likely timescale for the Section 278 Works (including the anticipated completion date);

1.1.4 all relevant technical documentation including drawings, associated engineering details and calculations;

1.1.5 any conditions to which the Section 278 Works have been made subject by the Authority; and

1.1.6 any traffic management arrangements that the Authority requires the Service Provider to implement when carrying out the Section 278 Works,

provided that the Section 278 Works Notification shall be updated by the Authority where additional information required for the Service Provider to comply with the provisions of this paragraph 1.1 is made available to the Authority.

1.2 As soon as reasonably practicable and in any event no later than ten (10) Business Days following receipt of a Section 278 Works Notification, the Service Provider shall submit to the Authority its proposals for delivering the Section 278 Works ("**Service Provider Section 278 Works Proposals**") which shall include:

- 1.2.1 any comments, concerns and/or revisions that the Service Provider considers relevant in respect of the Section 278 Works Notification including an explanation as to why; and
 - 1.2.2 an estimate of the cost of delivering the Section 278 Works Notification based on the applicable rates set out in the Catalogue, or where no applicable rates are included in the Catalogue, paragraph 2.2 of part 1 of schedule 17 (*Change Protocol*) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change.
- 1.3 As soon as reasonably practicable following receipt of the Service Provider Section 278 Works Proposals, the Authority shall notify the Service Provider whether it requires the Parties to meet ("**Section 278 Works Meeting**") to discuss and endeavour to agree (acting reasonably) amendments to the:
- 1.3.1 Section 278 Works Notification; and/or
 - 1.3.2 Service Provider Section 278 Works Proposals.
- 1.4 As soon as reasonably practicable following receipt of the Service Provider Section 278 Proposals, but subject to any Section 278 Works Meeting, the Authority shall confirm that it:
- 1.4.3 requires the Service Provider to implement the Section 278 Works Notification (as may be amended) in accordance with the Service Provider Section 278 Works Proposals (as may be amended); or
 - 1.4.4 does not require the Service Provider to implement the Section 278 Works Notification (as may be amended) in accordance with the Service Provider Section 278 Works Proposals (as may be amended).

Payment

- 1.5 Where the Service Provider has completed Section 278 Works to the satisfaction of the Authority, the Service Provider shall include all amounts agreed pursuant to paragraph 1.4 in the following Draft Monthly Payment Report being the relevant amount set out in the Catalogue contained at Part 4 of schedule 17 (*Change Protocol*) and a Y value set out in Part 2 of schedule 18 (*Accruals and De-Accruals*) to cover all necessary maintenance costs.

Part 5

LTP Works

- 1.1 Where the Authority requires the Service Provider to carry out LTP Works, it shall notify the Service Provider of its requirements ("**LTP Works Notification**") no later than three (3) Months (or such shorter period as is practicable) prior to the date on which the LTP Works are required to commence. The LTP Works Notification shall include, in accordance with the Availability Matrix:
 - 1.1.1 the location (by OS Grid Reference Range) of the LTP Works;
 - 1.1.2 a detailed description of the LTP Works including:
 - 1.1.2.1 the number and type of Project Network Parts affected by the LTP Works; and
 - 1.1.2.2 details of any Project Network Parts proposed for adoption onto the Project Network arising out of the LTP Works;
 - 1.1.3 the likely timescale for the LTP Works (including the anticipated completion date);
 - 1.1.4 all relevant technical documentation including drawings, associated engineering details and calculations;
 - 1.1.5 any conditions to which the LTP Works have been made subject by the Authority; and
 - 1.1.6 any traffic management arrangements that the Authority requires the Service Provider to implement when carrying out the LTP Works,

provided that the LTP Works Notification shall be updated by the Authority where additional information required for the Service Provider to comply with the provisions of this paragraph 1.1 is made available to the Authority.

- 1.2 As soon as reasonably practicable and in any event no later than ten (10) Business Days following receipt of a LTP Works Notification, the Service Provider shall submit to the

Authority its proposals for delivering the LTP Works ("**Service Provider LTP Works Proposals**") which shall include:

- 1.2.1 any comments, concerns and/or revisions that the Service Provider considers relevant in respect of the LTP Works Notification including an explanation as to why; and
 - 1.2.2 an estimate of the cost of delivering the LTP Works Notification based on the applicable rates set out in the Catalogue, or where no applicable rates are included in the Catalogue, paragraph 2.2 of part 1 of schedule 17 (*Change Protocol*) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change.
- 1.3 As soon as reasonably practicable following receipt of the Service Provider LTP Works Proposals, the Authority shall notify the Service Provider whether it requires the Parties to meet ("**LTP Works Meeting**") to discuss and endeavour to agree (acting reasonably) amendments to the:
- 1.3.1 LTP Works Notification; and/or
 - 1.3.2 Service Provider LTP Works Proposals.
- 1.4 As soon as reasonably practicable following receipt of the Service Provider LTP Proposals, but subject to any LTP Works Meeting, the Authority shall confirm that it:
- 1.4.3 requires the Service Provider to implement the LTP Works Notification (as may be amended) in accordance with the Service Provider LTP Works Proposals (as may be amended); or
 - 1.4.4 does not require the Service Provider to implement the LTP Works Notification (as may be amended) in accordance with the Service Provider LTP Works Proposals (as may be amended).

Payment

- 1.5 Where the Service Provider has completed LTP Works to the satisfaction of the Authority, the Service Provider shall include all amounts agreed pursuant to paragraph 1.4 in the following Draft Monthly Payment Report being the relevant amount set out in the Catalogue contained at Part 4 of schedule 17 (*Change Protocol*) and a Y value set out in Part 2 of schedule 18 (*Accruals and De-Accruals*) to cover all necessary maintenance costs.

Part 6

Land Drainage Act Services

1. The Service Provider shall comply with the Authority's obligations under the Land Drainage Acts 1991 sections 14, 15, 16 and 17 as stated within Performance Standard 10 of schedule 2 (Output Specification) ("**Land Drainage Act Services**").
2. Where it is necessary for the Service Provider (acting reasonably) to undertake in excess of the 60 instances of Land Drainage Services in any Contract Year which for the avoidance of doubt are included in the Unitary Charge, the Authority shall pay the Service Provider for each instance of Land Drainage Act Services that are completed in excess of the 60 instances in accordance with the rates set out in the Catalogue or, where no applicable rates are included in the Catalogue, paragraph 2.2 of part 2 of the Change Protocol (irrespective of whether such payment exceeds the amount specified in the definition of Low Value Changes).
3. If the Service Provider fails to carry out such obligations the Authority shall set off from the Monthly Unitary Charge [REDACTED] for every day of delay from the date by which the Land Drainage Act Services should have been completed until the date such works are completed.

Part 7

Dropped Kerb Application

1. The Authority shall provide to the Service Provider details of all applications made to the Authority in respect of the installation of new Dropped Kerbs ("**Dropped Kerb Application**") and confirm to the Service Provider whether or not the Authority approves the Dropped Kerb Application to be undertaken.
2. Within five (5) Business Days of receipt of a Dropped Kerb Application which the Authority has approved to be undertaken, the Service Provider shall undertake an inspection of the proposed site of the Dropped Kerb and notify the Authority of:
 - 2.1 the detailed measurements of the proposed Dropped Kerb area;
 - 2.2 any requirement for works (including the re-siting of Project Network Parts) in addition to the construction of the Dropped Kerb; and
 - 2.3 any other requirements in respect of the construction of the Dropped Kerb.
3. The Service Provider shall attend any site meetings with the applicant or contractor, as notified by the Authority.
4. Where the applicant decides to proceed with the Dropped Kerb Application, the Authority may instruct the Service Provider to undertake works (including the re-siting of Project Network Parts) specifying (acting reasonably in all the circumstances) a date by which such works shall be completed.
5. The Service Provider shall carry out all works instructed pursuant to paragraph 4 in accordance with the Authority's instructions and the Authority shall pay the Service Provider for such works in accordance with the rates set out in the Catalogue contained at Part 4 of schedule 17 (*Change Protocol*) or, where no applicable rates are included in the Catalogue, paragraph 2.2 of part 2 of the Change Protocol irrespective of whether such payment exceeds the amount specified in the definition of Low Value Changes and a Y value set out in Part 2 of schedule 18 (Accruals and De-Accruals) to cover all necessary maintenance costs.
6. If the Service Provider fails to carry out such work by the date specified by the Authority pursuant to paragraph 4 above, the Authority shall set off from the Monthly Unitary Charge

████████████████████ for every day of delay from the date by which the work should have been completed until the date the work is completed.

Part 8

Enhanced Standards

1. Where a Parish Council requires the Service Provider to install a Project Network Part to an Enhanced Standard, the Service Provider shall liaise with the Parish Council and provide to the Authority an application ("**Enhanced Project Network Part Application**") which shall specify:
 - 1.1 the location(s) in which the Enhanced Project Network Part(s) are to be installed;
 - 1.2 the Parish Council's requirements for the Enhanced Project Network Part(s);
 - 1.3 any required amendments to the Service Provider Programmes; and
 - 1.4 the estimated cost of installing and maintaining the Enhanced Project Network Part(s) based on the rates set out in the Catalogue contained at Part 4 of schedule 17 (*Change Protocol*) or, where no applicable rates are included in the Catalogue, paragraph 2.2 of part 2 of the Change Protocol irrespective of whether such payment exceeds the amount specified in the definition of Low Value Changes and a Y value as set out in part 2 of schedule 18 (*Accruals and De-Accruals*).
2. The Service Provider shall not proceed with any replacements or upgrades to an Enhanced Standard at the request of a Parish Council unless the Authority has confirmed in writing to the Service Provider and the relevant Parish Council within ten (10) Business Days of receipt of the Enhanced Project Network Part Application, that such enhanced replacements or upgrades are permitted.
3. Where an Enhanced Project Network Part Application is permitted by the Authority pursuant to paragraph 2, the Service Provider shall, subject to the Accrual Cap and De-Accrual Cap, install the Enhanced Project Network Part(s) in accordance with the Enhanced Project Network Part Application and ensure that such Enhanced Project Network Part(s) meets the Enhanced Standards, the requirements of the Output Specification and any other relevant provisions of this Contract.

4. As soon as reasonably practicable following installation of the Enhanced Project Network Part(s) ("**Accrual Date**"), the Service Provider shall notify the Parish Council and the Authority ("**Enhancement Notice**") that:

4.1 the Enhanced Project Network Part(s) have been installed; and

4.2 the Enhanced Project Network Part(s) meets the Enhanced Standards, the requirements of schedule 2 (*Output Specification*) and any other relevant provisions of this Contract,

and the Independent Certifier (or a third party appointed by the Authority or the Parish Council), where such works are carried out during the Core Investment Period, shall be entitled to carry out such tests and/or inspections as it reasonably requires to satisfy itself that the Enhanced Project Network Part(s) meets the Enhanced Standards, the requirements of schedule 2 (*Output Specification*) and any other relevant provisions of this Contract.

5. If the Independent Certifier, having reviewed the information:

5.1 contained in the Enhancement Notice; and

5.2 generated from any tests and/or inspections carried out pursuant to paragraph 4 of this part 8 (*Enhanced Standards*),

is of the view that:

5.3 the Enhanced Project Network Part(s) meets the Enhanced Standards, the requirements of schedule 2 (*Output Specification*) and any other relevant provisions of this Contract ("**Accrual Date**"); or

5.4 the Enhanced Project Network Part(s) does not meet the Enhanced Standards, the requirements of schedule 2 (*Output Specification*) and/or any other relevant provisions of this Contract,

it shall notify the Authority, the Service Provider and the Parish Council of the same within ten (10) Business Days of the date of the tests and/or inspections carried out by the Independent Certifier pursuant to paragraph 4 of this part 8 (*Enhanced Standards*).

6. Where the Independent Certifier has served a notice pursuant to paragraph 5.4, the Service Provider shall take such corrective action as it considers necessary to ensure

that the relevant Enhanced Project Network Part(s) have been installed and meet the relevant Enhanced Standards, the requirements of schedule 2 (*Output Specification*) and any other relevant provisions of this Contract as soon as possible.

7. Following the completion of any necessary actions undertaken by the Service Provider in accordance with paragraph 6 of this part 8 (*Enhanced Standards*), the Service Provider shall notify the Authority, the Independent Certifier and the Parish Council accordingly in writing and paragraphs 4, 5 and 6 of this part 8 (*Enhanced Standards*) shall apply until such time as the Independent Certifier issues a notice pursuant to paragraph 5.3 of this part 8 (*Enhanced Standards*).
8. Where the Independent Certifier issues a notice pursuant to paragraph 5.3, the Independent Certifier may notify the Service Provider and the Authority of any Minor Snagging Items which shall apply to such rectification mutatis mutandis and where such notice is issued, the Service Provider shall rectify the same as soon as possible.
9. As between the Parties, the decision of the Independent Certifier as to whether any Enhanced Project Network Part(s) meets the Enhanced Standard shall, in the absence of fraud or manifest error, be final and binding on the Parties but without prejudice to the rights of either Party to make a claim under the Independent Certifier's Appointment.

Payment

10. Where paragraph 5.3 of this part 8 (*Enhanced Standards*) applies:
 - 10.1 the Service Provider shall liaise with the Parish Council and confirm to the Authority the amount the Parish Council intends to pay the Service Provider for the installation of the Enhanced Project Network Part, which shall be a reasonable estimate of the difference in cost of installation of the original Project Network Part(s) against the cost of installation of the Enhanced Project Network Part(s), having regard to the rates and any analogous rates included in the Catalogue and if no such rates exist, rates which are fair and reasonable and with any material elements being charged at the cost of materials to the Service Provider or the Sub-contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied to such costs; and

10.2 With effect from the Accrual Date an Accrual Adjustment shall be made to the Monthly Unitary Charge as follows:

10.2.1 to the extent that the Service Provider and the Authority agree (acting reasonably) that a Y value set out in part 3 of schedule 18 (*Accruals and De-Accruals*) relates to or is otherwise appropriate to an Enhanced Project Network Part, then such Y value shall be used for the purposes of calculating the Accrual Adjustment in respect of the Month in which the Accrual Date occurs in accordance with paragraph 4 of the Payment Mechanism;

10.2.2 where there is no applicable Y value set out in part 3 of schedule 18 (*Accruals and De-Accruals*), then the Y value which shall be used for the purposes of calculating the Y value of the Accrued Enhanced Project Network Part shall be determined as follows:

10.2.2.1 the Service Provider shall, as soon as reasonable practicable and in any event within five (5) Business Days of the Accrual Date, notify the Authority of the Service Provider's proposed additional Y value which:

10.2.2.2 shall be any applicable Y values provided by the Service Provider to the Authority pursuant to clause 49 (*Maintainability Assessment*) and any applicable values agreed between the Parties pursuant to schedule 18 (*Accruals and De-Accruals*) to calculate the difference in cost of maintenance by the Service Provider of the original Project Network Part(s) required to be replaced and the cost of maintenance of the Enhanced Project Network Part(s); or

10.2.2.3 if there are no applicable Y values under paragraph 10.2.1 or paragraph 10.2.2.1, shall be a reasonable estimate of the difference in the cost of maintenance between the original Project Network Part(s) required to be replaced and the Enhanced Project Network Part(s) supported by a commentary on pricing assumptions, including costs of labour, actual costs of materials, overheads and other

relevant pricing assumptions so as to ensure that the Service Provider is left in a no better and no worse position.

- 10.3 From the Accrual Date, and subject to the Accrual Cap and De-Accrual Cap:
- 10.3.1 the Enhanced Project Network Part(s) shall become Accrued and the Service Provider shall provide the Services to such Enhanced Project Network Part(s) from such date;
 - 10.3.2 risk in such Enhanced Project Network Part(s) shall transfer to the Service Provider, upon and subject to the terms of this Contract;
 - 10.3.3 the Service Provider shall update the MIS in accordance with those timescales set out in PS10 of schedule 2 (*Output Specification*);
 - 10.3.4 the Service Provider shall revise the energy forecast in accordance with the Payment Mechanism; and
 - 10.3.5 the Monthly Unitary Charge shall be revised in accordance with paragraph 2.1 of the Payment Mechanism.
- 10.3.6 The Service Provider shall ensure that any replacement of the Enhanced Project Network Part(s) complies with the Enhanced Standards.

Part 9

Civil Emergency Services

1. The Service Provider shall undertake all Civil Emergency Services in accordance with the provisions of clause 39 (*Civil Emergencies*).

Part 10

Attachments

1.1 The Authority may instruct the Service Provider to affix Attachments onto the Project Network. Where Attachments are required, the Authority shall (acting reasonably as to specification and timing and having regard to the matters set out in paragraph 2.3 of schedule 7 (Attachments)) instruct the Service Provider as to the:

1.1.1 type of Attachment required;

1.1.2 location for affixing the Attachment; and

1.1.3 date by which the Attachment is required to be affixed,

and the Service Provider shall affix such Attachment in accordance with the Authority's instructions.

Payment

1.2 Where the Service Provider has affixed Attachments in accordance with paragraph 1.1 of this part 10 (*Attachments*), the Service Provider shall include in the following Draft Monthly Payment Report the amount set out in the Catalogue and a Y value set out in part 2.1 of schedule 18 (*Accruals and De-Accruals*) for each Attachment affixed.