



**Highways England Company Limited**

**Area 12**

**Maintenance and Response Contract**

**Scope**

## CONTENTS AMENDMENT SHEET

Amend No.	Revision No.	Amendments	Initials	Date
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## 1 GENERAL

### 1.1 Defined Terms

- 1.1.1 In the Scope, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the *conditions of contract* or have the meaning given to them elsewhere.
- 1.1.2 The defined terms used in the Scope and Network Information are defined in **Annex 01**.

### 1.2 Description of Service

- 1.2.1 In Providing the Service the *Contractor* supports the *Client* to achieve its vision, goals and objectives defined in **Annex 02**, as modified and updated by the *Client* as required.
- 1.2.2 The scope of the *services* is primarily to provide cyclic and repair maintenance, incident and severe weather response, minor improvements and the maintenance of Roadside Technology for all-purpose trunk roads and the motorway network in accordance with its standards and objectives.
- 1.2.3 Additional duties include the provision of traffic management for the *Contractor's* maintenance and response services and supporting Others as instructed by the *Service Manager* and the facilities maintenance of the *Client's* Premises.
- 1.2.4 Under the CDM Regulations 2015, the *Contractor* is principal contractor during the delivery of its *services* and as instructed by the *Service Manager*.

### 1.3 Reference Documents

- 1.3.1 The *Client* has developed reference documents which define requirements to Provide the Service and these are listed in **Annex 03**.
- 1.3.2 To Provide the Service, the *Contractor* complies with the requirements of the reference documents as amended during the contract.

### 1.4 General Obligations

- 1.4.1 This Scope does not replicate requirements contained elsewhere in this contract, such as the additional conditions of contract or the Contract Data.
- 1.4.2 In Providing the Service, the *Contractor*
- ensures that the Affected Property is maintained to no lesser standards than is appropriate for a highway of the character of the Affected Property, having regard to the availability of funding and for use by the traffic, which is reasonably to be expected to use the Affected Property,
  - ensures that the key objectives for this contract as defined in **Annex 02** are achieved, including designing and implementing Processes and Procedures in its Quality Plan

in a manner that achieves the key objectives and continually looks to identify new innovative efficient ways of delivering the key objectives,

- minimises the risk of damage, disturbance or destruction of third party property,
- ensures the *Client* and Others with statutory duties or functions in relation to the Affected Property or other adjoining roads can perform those duties and functions unimpaired and
- co-operates with the *Service Manager* in providing information which is required to Provide the Service.

1.4.3 The *Contractor* manages its activities to support the *Client* to achieve the targets in the *Client's* business plan as modified during the contract.

## **1.5 Plant, Materials and Equipment**

1.5.1 The *Contractor* provides Plant, Materials and Equipment for the *Client's* use as stated in the Scope.

1.5.2 The *Contractor* reacts in a timely manner to the *Service Manager's* instruction to repair the Affected Property. This includes the *Contractor* managing and maintaining a supply of Materials that are not supplied as *Client's* Stocks. The *Contractor* finances the cost of this Material between purchase and instruction to incorporate the Material in the Affected Property.

1.5.3 The *Contractor* removes Plant, Materials and Equipment from the Affected Property (with the *Service Manager's* permission) when they are no longer needed to Provide the Service, unless otherwise instructed by the *Service Manager*.

1.5.4 If the *Client* provides Plant, Materials or Equipment (excluding *Client's* Stocks) for use by the *Contractor* to Provide the Service, the *Contractor* replaces the same quantity and quality of plant, materials or equipment to the *Client* at the end of the Service Period unless the *Service Manager* agrees otherwise.

## **1.6 Statutory Powers**

1.6.1 The *Contractor* advises the *Service Manager* where it becomes aware that it is necessary or beneficial for the *Client* to use its statutory powers to support the *Contractor* to Provide the Service.

1.6.2 The *Contractor* if instructed by the *Service Manager* supports the *Client* in discharging its statutory powers.

## **1.7 Maintenance and Response Reviews**

1.7.1 The annual maintenance and response reviews provide the *Client* with a periodic opportunity to assess whether the level of service the *Contractor* is being instructed to provide remains appropriate.

1.7.2 The scope of the maintenance and response reviews comprises an assessment of the services required by the following *Client* plans:



### **Maintenance**

- GM 701 - Asset delivery asset maintenance requirements (ADAMr),
- Required Level of Service (RLOS),
- GS 801 - Asset delivery asset inspection requirements (ADAIR),

### **Operational (Response)**

- GM 702 - Operational requirements for network occupancy (ORNO),
- GM 703 - Operational requirements for incident management (ORIM).
- GM 704 - Operational requirements for severe weather (ORSW),
- Severe Weather Plan (AD Appendices),
- Severe Weather Plan (Template).

1.7.3 During each Financial Year, the *Contractor* advises the *Service Manager* of any potential improvements that can be made to the *Client's* Requirements to improve the delivery of the *Client's* objectives and the *Service Manager* and the *Contractor* agree any adjustments required to the *service*, including

- any changes to the extent of the Affected Property,
- the current and future (the next Financial Year) Required Level of Service for cyclic items in GM701 - Asset Delivery Asset Maintenance requirements,
- the resources required for delivery of GM701 - Asset Delivery Asset Maintenance requirements, GM 703 - Operational requirements for incident management (ORFIM) and GM 704 - Operational requirements for severe weather (ORFSW),
- any changes to the *Contractor's* Quality Plan.

1.7.4 The *Service Manager* and the *Contractor* agree any adjustments required to the Severe Weather Plan in accordance with the service timetable in the Severe Weather Plan.

1.7.5 Any changes agreed to the service are notified by the *Service Manager* to the *Contractor* and the resulting changes to the Prices are agreed pursuant to clause Z40.2.

## **1.8 Transition Periods**

1.8.1 The Transition Periods are intended to provide the *Contractor* with additional time after the *access date* to complete or refine its Processes, Procedures, resources and systems to demonstrate to the *Service Manager* that it is the right *Contractor* for this contract and is committed to support the delivery of the *Client's* aims and objectives and those of other Community Partners.

1.8.2 The *Service Manager* may also permit the *Contractor* to complete some Mobilisation Period activities and tasks during the first Transition Period, if in the opinion of the *Service Manager* they are not critical to Provide the Service from the *access date*.

1.8.3 The Transition Periods are:

- Transition Period 1 is mandatory and is a period of six months commencing on the *access date*,
  - Transition Period 2 is optional at the discretion of the *Service Manager* and is a period of six months (or a shorter period accepted by the *Service Manager*) commencing on expiry of Transition Period 1.
- 1.8.4 During the Transition Period (s), in addition to Providing the Service in accordance with the Scope, the *Contractor*
- implements all aspects of its Transition Plan and
  - completes any Mobilisation Duties that were previously accepted by the *Service Manager* to be completed during Transition Period 1.
- 1.8.5 The *Service Manager* assesses the *Contractor's* performance and behaviours during the Transition Periods to determine whether the *Contractor* is committed to Providing the Service in a collaborative manner in accordance with the Scope and has allocated sufficient resources to ensure this is achieved.
- 1.8.6 The *Service Manager* notifies the *Contractor* at the end of each Transition Period whether it is satisfied that the *Contractor* is Providing the Service in accordance with the Scope.
- 1.8.7 The *Contractor* attends weekly meetings with the *Service Manager* during the Transition Periods to report on the transition process.
- 1.8.8 If, at the end of Transition Period 1, the *Contractor* is not Providing the Service in accordance with the Scope, the *Service Manager* will instruct the *Contractor* that either:
- Transition Period 2 applies, and the *Contractor* will submit a revised Transition Plan for acceptance, or
  - the contract will be terminated since the *Contractor* has substantially failed to comply with its obligations.
- 1.8.9 The Transition Plan and any revised plan is developed by the *Contractor* in accordance with the requirements in the Transition Plan Framework as listed in **Annex 3**. This framework may be modified by the *Service Manager* during the Mobilisation Period.
- 1.8.10 The *Contractor* submits a revised Transition Plan to the *Service Manager* within two weeks of being instructed to do so. A reason for not accepting the revised Transition Plan is that it does not define the improvements required for the *Contractor* to Provide the Service in accordance with the Scope.
- 1.8.11 If, at the end of Transition Period 2, the *Contractor* is not Providing the Service in accordance with the Scope, the *Service Manager* will instruct the *Contractor* that the contract will be terminated since the *Contractor* has substantially failed to comply with its obligations.
- 1.8.12 The following are treated as the *Contractor* having substantially failed to comply with its obligations:

- the *Service Manager* decides at the end of a Transition Period that the *Contractor* is unable to Provide the Service in accordance with the Scope,
- the *Service Manager* does not accept a revised Transition Plan submitted by the *Contractor*, or
- the *Contractor* does not implement the actions set out in its Transition Plan.

## **1.9 Arbitration and Legal Proceedings**

- 1.9.1 The *Contractor* assists with and attends arbitration, alternative dispute resolution proceedings, consultation, inquiries, and legal proceedings under a contract with Others when instructed by the *Client*.

## **1.10 Legal Opinion for non-United Kingdom Registered Companies**

- 1.10.1 If the *Contractor* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 24**. If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the *Contractor* provides a legal opinion in support of a Parent Company Guarantee.

- 1.10.2 Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) confirmation that:

- the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
- the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
- all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
- execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
- the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
  - the constitutional documents of the Controller,
  - any provision of the laws of the jurisdiction in which it is incorporated,
  - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
  - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
- (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,

- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England in respect of proceedings against it in relation to the Parent Company Guarantee.

#### **1.11 Form of Novation**

1.11.1 The Form of Novation for transfer of the *Clients* obligations to a new Client are defined in **Annex 25A**.

1.11.2 The Form of Novation for transfer of the *Contractors* obligations to a new Contractor are defined in **Annex 25B**.

#### **1.12 Anti-Fraud and *Client's* Counter Fraud & Corruption Policy & Response Plan**

1.12.1 The *Contractor* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's* Anti-Fraud, Bribery and Corruption Policy & Response Plan and Fair Payment Charter and collectively the "Codes" (see links in **Annex 03**).

1.12.2 The *Contractor* complies with the Codes throughout with the Service Period and with:

- paragraphs 1.3 and 1.4 of the *Client's* Anti-Fraud, Bribery and Corruption Policy and
- paragraph 1 of the *Client's* Fair Payment Charter.

for a period not less than 12 years after the end of the Service Period,

1.12.3 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as specified herein.

1.12.4 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

#### **1.13 Discrimination, Bullying and Harassment**

1.13.1 The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

1.13.2 In Providing the Service, the *Contractor* co-operates with and assist the *Client* to satisfy its duty under the Discrimination Acts to:

- eliminate unlawful discrimination, harassment and victimisation,
  - advance equality of opportunity between different groups and
  - foster good relations between different groups.
- 1.13.3 Where any *Contractor's* employee or Subcontractor, and its employees (at any stage of remoteness from the *Client*), is required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises, the *Contractor* ensures that each such employee or Subcontractor, and its employees (at any stage of remoteness from the *Client*), complies with the requirements of the Discrimination Acts and with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities (see link in **Annex 03**).
- 1.13.4 The *Contractor* notifies the *Service Manager* as soon as it becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with the contract and provides any information requested by the investigating body, court or tribunal in the timescale allotted, attends (and permits a representative from the *Client* to attend) any associated meetings, promptly allows access to any relevant documents and information and co-operates fully and promptly with the investigatory body, court or tribunal.
- 1.13.5 The *Contractor* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client*) also comply.
- 1.13.6 The *Contractor* implements due diligence procedures for its own suppliers, Subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 1.13.7 The *Contractor* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing *Client* contracts. The *Contractor* prepares and delivers to the *Service Manager* no later than 1st August each year an annual:
- slavery and human trafficking report,
  - transparency statement and
  - a risk register with mitigating actions
- which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 1.13.8 The *Contractor* notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.

- 1.13.9 The *Contractor* uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
- 1.13.10 The *Contractor* complies (and ensures that any subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the *Service Manager* considers that the presence or conduct of any of employees (at any stage of remoteness from the *Client*) at any location relevant to the performance of the service is undesirable or in breach of the *Client's* policies, the *Service Manager* instructs the *Contractor* to implement corrective action.
- 1.13.11 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the service, contains provisions to the same effect as this section 1.13. The *Contractor*, may propose to the *Service Manager* for acceptance, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the service, does not comply with the requirements of this section. The *Contractor* provides a detailed reason for not including some or all of the requirements of this section 1.13 in the specific contract. The *Contractor* provides further detail when requested by the *Service Manager* to assist their consideration. If accepted by the *Service Manager*, the *Contractor* is relieved from including some or all of the requirements of this section 1.13 in the specific contract.
- 1.13.12 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations

## **1.14 Subcontracting**

- 1.14.1 The *Contractor* includes in the *conditions of contract* for each subcontract:
- provisions embodying the principles of supply chain management set out in the Quality Plan,
  - an obligation on the Subcontractor to work with the *Contractor* to assist the *Client* to achieve its objectives for the maintenance of the Affected Property,
  - an obligation on the Subcontractor to keep detailed cost records in the same format, containing the same details and for the same period as the *Contractor* is required to keep, and to make the records available to the *Contractor* and the *Client* and his representatives (including the *Service Manager*) on request,
  - an obligation on the Subcontractor to ensure that title in Plant and Materials passes to the *Contractor* not later than when the *Contractor* pays the Subcontractor for them,
  - a term requiring (at the *Client's* option) the assignment or novation of the subcontract to the *Client* or an Incoming *Contractor* following the termination of this contract,
  - a term requiring the *Contractor* to pay the Subcontractor within a specified period (not exceeding 19 days after the due date in this contract) for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,

- a term requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in this contract,
- a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all Subcontractors (at any stage of remoteness from the *Client*) are to be paid within 30 days after the date on which payment becomes due under this contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Contractor*.

1.14.2 The *Contractor* notifies non-compliance with the timescales for payment:

- to the *Service Manager* and
- through the Efficiency and Reform Group Supplier Feedback Services.

1.14.3 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as defined in section 1.14.

1.14.4 The *Contractor* includes a provision in all subcontracts stating that it will not deduct retention from any amount due to the Subcontractor.

### **Contracts Finder**

1.14.5 Where the forecast amount to be paid to the *Contractor* is £5,000,000 or more per annum at the Contract Date, the *Contractor*

- subject to paragraphs 1.14.8 and 1.14.9 advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the end of the Service Period,
- within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the *Client*), updates the notice on Contracts Finder with details of the successful subcontractor,
- monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the end of the Service Period and provides reports on this information to the *Service Manager* in the format and frequency as reasonably specified by the *Service Manager* and
- promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

1.14.6 The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 based on an advertised subcontract value, averaged over the life of the subcontract.

1.14.7 Each advert referred to in paragraph 1.14.5 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Contractor*.

1.14.8 The obligation at paragraph 1.14.5 only applies in respect of subcontract opportunities arising after the Contract Date.

- 1.14.9 The *Contractor*, may propose to the *Service Manager* for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Contractor* provides a detailed reason for not advertising the specific contract opportunity. The *Contractor* provides further detail when requested by the *Service Manager* to assist in its consideration. If accepted by the *Service Manager*, the *Contractor* is relieved from advertising that subcontract opportunity on Contracts Finder.

#### **Restrictions or requirement for subcontracting**

- 1.14.10 Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Contractor* obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for services with a subcontract value in excess of £10,000.
- 1.14.11 The *Contractor* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the Client) do the same.
- 1.14.12 The *Contractor* ensures that all Subcontractors (at any stage of remoteness from the Client) are Named Suppliers.
- 1.14.13 The *Contractor* may propose to the *Service Manager* that a subcontractor (at any stage of remoteness from the Client) is not a Named Supplier. A reason for not accepting the Contractor's proposal is that it is practicable for the Subcontractor (at any stage of remoteness from the Client) to be a Named Supplier.
- 1.14.14 The *Contractor* ensures that all subcontracts with Subcontractors (at any stage of remoteness from the Client) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the Client) have terms and conditions that align with the subcontract.
- 1.14.15 The *Contractor* may propose to the *Service Manager* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the Client) is not a NEC form of contract. The *Contractor* does not appoint a Subcontractor (at any stage of remoteness from the Client) using a contract form other than NEC unless the *Service Manager* has accepted the Contractor's proposal. A reason for not accepting the Contractor's proposal is that it is practicable for the subcontract to be an NEC form
- 1.14.16 The *Contractor* submits the proposed Contract Data for each subcontract of a Subcontractor (at any stage of remoteness from the Client) to the *Service Manager* for acceptance, and for the purposes of NEC4, TSC, Clause 24.3 (where main Option C, D, E or F applies) this paragraph is the *Service Manager's* instruction to the *Contractor* to make the submission. A reason for not accepting the Contract Data is
- it does not comply with the obligations of the contract,
  - it does not align with the risk transfer of the contract or
  - in the opinion of the *Service Manager* it has too high a risk transfer to the proposed subcontractor.



- 1.14.17 The *Contractor* ensures that any subcontract of a Subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement contractor.
- 1.14.18 The *Contractor* may propose to the *Service Manager* that a subcontract of a Subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement contractor. The *Contractor* does not award such a subcontract that is not capable of being novated to a replacement contractor unless the *Service Manager* has accepted the *Contractor's* proposal. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
- 1.14.19 When requested by the *Service Manager*, the Contractor executes or procures the relevant Subcontractors (at any stage of remoteness from the *Client*) executes, an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

### **Advertising Subcontracts in accordance with the Public Contract Regulations 2015**

- 1.14.20 The *Contractor* ensures that any subcontracts for the elements of the *services* advised by the *Service Manager* are:
- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”), and
  - are capable of being novated to the *Client* or Other.
- 1.14.21 When requested by the *Service Manager*, the *Contractor* procures the relevant Subcontractor executes an agreement in the form as the *Client* may reasonable require to novate the benefit and burden of a subcontract to the *Client* or an replacement contractor.
- 1.14.22 The *Contractor* may use the *Client's* e-tendering system to procure any subcontract required by this section. The *Service Manager* arranges for advice and support on the use of the *Client's* e-tendering system.
- 1.14.23 The *Contractor* provides to the *Service Manager* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Service Manager* not accepting the draft procurement documents
- do not comply with the Public Contract Regulations, any case law or any EU Regulations,
  - do not comply with or meet the requirements of the contract
  - in the opinion of the *Service Manager*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or
  - do not enable the *Contractor* to Provide the Service.
- 1.14.24 The *Contractor* does not publish any procurement documents until the *Service Manager* has accepted them.

### **1.15 Transfer of Rights**

- 1.15.1 The *Contractor* acquires no rights over material prepared for the design of the *service*.
- 1.15.2 The *Contractor* grants to the *Client* licences to use, modify and develop the *Contractor's* Contractor Background IPR for any purpose relating to the *service* (or substantially

equivalent services its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

1.15.3 The *Contractor* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's *Contractor* Background IPR for any purpose relating to the *service*, (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

1.15.4 The *Client* does not acquire any ownership right, title or interest in or to the *Contractor* Background IPR.

## 1.16 Records

1.16.1 The *Contractor* complies with the records requirements in **Annex 19**.

## 1.17 Insurance Requirements

1.17.1 The *Contractor* complies with the insurance requirements in **Annex 04**.

# 2 INFORMATION TECHNOLOGY

## 2.1 Information Security

2.1.1 The *Contractor* complies with the information security requirements in **Annex 06**.

## 2.2 Offshoring of Data

2.2.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with the HMG Security Policy Framework (SPF) (see **Annex 03**) and the *Client's* Information Security Data Security Standard (see **Annex 03**).

2.2.2 The *Contractor* does not store any of the *Client's* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see **Annex 03**),

- offshore or
- in any way that it could be accessed from an offshore location

until the *Service Manager* has confirmed to the *Contractor* that either

- the *Service Manager* has gained approval for such storage in accordance with the Information Security Data Security Standard or
- such approval is not required.

- 2.2.3 The *Contractor* ensures that no offshore premises are used in Providing the Service until such premises have passed a Risk Assessment or the *Service Manager* confirms to the *Contractor* that no Risk Assessment is required.
- 2.2.4 The *Contractor* complies with a request from the *Client* to provide any information required to allow the *Client* to gain approval for storing data or allowing access to data from an offshore location in accordance with S 268.2 or conduct a Risk Assessment for any premises in accordance with S 268.3.
- 2.2.5 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.
- 2.2.6 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

## 2.3 Information Systems and Security

- 2.3.1 The *Contractor* complies with the information systems and security requirements in **Annex 06**.

## 2.4 Asset Management Information Systems

- 2.4.1 The *Contractor* collects all asset data in accordance with the Asset Data Management Manual (ADMM).
- 2.4.2 The *Contractor* collects and updates the ServiceNow system for Roadside Technology assets.

## 2.5 Data Protection

- 2.5.1 The *Contractor* complies with the data protection requirements in **Annex 29**.

# 3 CONFIDENTIALITY, CONFLICT OF INTEREST AND OFFICIAL SECRETS ACT

## 3.1 Confidentiality

- 3.1.1 The *Contractor* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person
- the terms of the contract and
  - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the Service.

except that the *Contractor* may disclose information to

- to its legal or other professional advisers,
- to its employees and subcontractors as needed to enable the *Contractor* to Provide the Service,

- where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the *Contractor* consults the *Service Manager* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Contractor* or
- with the consent of the *Service Manager*.

3.1.2 The *Contractor* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

### 3.2 Conflict of Interest

3.2.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection to the contract. The *Contractor* notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.

3.2.2 The *Contractor* notifies its employees and Subcontractors (at any stage of remoteness from the *Client*), and procures any Subcontractor (at any stage of remoteness from the *Client*), who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the service.

3.2.3 The *Contractor* ensures that any employee and any procured Subcontractor (at any stage of remoteness from the *Client*) ensures any of its employees, who are Providing the Service, completes a declaration of interests and conflict in the form set out in the **Annex 03**.

3.2.4 The *Contractor*

- procures any Subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Contractor* and the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise and
- immediately notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.

3.2.5 If the *Contractor* or Subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Service Manager*, may

- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved
- require the *Contractor* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.

3.2.6 A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Contractor* amends the proposal in response to any comments from the *Service*

*Manager* and resubmits it for acceptance by the *Service Manager*. The *Contractor* complies with the proposal once it has been accepted.

### 3.3 Official Secrets Act

- 3.3.1 The Official Secrets Act 1989 applies to the contract from the starting date until the end of the Service Period.
- 3.3.2 The *Contractor* notifies its employees and subcontractor (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (see link at **Annex 03**).
- 3.3.3 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

### 3.4 Confidentiality and Client Personal Security

- 3.4.1 The *Contractor* complies with the confidentiality and Client's personal security requirements in **Annex 08**.

## 4 COMMERCIAL MANAGEMENT

### 4.1 Commercial Management

- 4.1.1 The *Contractor* complies with the requirements and processes in **Annex 09** in relation to receiving instructions from the *Service Manager* to Provide the Service.

### 4.2 Cost Reimbursable Duties

- 4.2.1 For Cost Reimbursable Duties, and at least two weeks before commencing the task, the *Contractor* prepares and submits the following information to the *Service Manager* for agreement:
- a definition of the detailed scope of the service, using an outline scope provided by the *Service Manager* where applicable,
  - details of why the Cost Reimbursable Duties are required,
  - a schedule of items,
  - a detailed estimate showing resources, including people categories, time allowed, Defined Cost, Fee and any other costs, against each item in the Price List,
  - a risk register,
  - a detailed programme of items with milestones and
  - a financial forecast showing the weekly anticipated cost.
- 4.2.2 The *Contractor* does not commence Cost Reimbursable Duties without the written acceptance of the *Service Manager*. The *Service Manager's* instruction will outline the scope of the services and timing of delivery required.

- 4.2.3 If the *Service Manager* has designated the service as urgent or an emergency due to the health and safety, environmental or other grounds, the *Contractor* will immediately commence the works upon instruction by the *Service Manager*.
- 4.2.4 The *Contractor* provides the *Service Manager* with a detailed breakdown of the costs showing resources, including people categories, time allowed, Defined Cost, Fee and any other costs, within 13 weeks of completion of the service, or other period accepted by the *Service Manager*.
- 4.2.5 The *Contractor* submits unit costs for people, equipment, and materials for urgent and emergency services to the *Service Manager* four weeks prior to the start of each Financial Year or at other times as requested the *Service Manager*.
- 4.2.6 The *Service Manager* may agree to give the *Contractor* a pre-approved limit of expenditure on urgent and emergency services. Any such approval will be subject to regular review and may be withdrawn at any time.

#### 4.3 Compensation Events

- 4.3.1 The *Contractor* uses the forms provided by the *Service Manager* to notify compensation events.

#### 4.4 Payments and Disallowed Costs

- 4.4.1 The *Contractor* submits applications for payment in accordance with **Annex 09**.

#### 4.5 Cost Capture & Schedule of Cost Components

- 4.5.1 The *Contractor* records cost in accordance with the cost capture data requirements in **Annex 10**, and submits the records in a format and at intervals to be agreed with the *Service Manager*.

### 5 RISK MANAGEMENT

- 5.1.1 The *Contractor* operates a risk management system which will comply with the principles, framework and processes in ISO31000 before the end of the Mobilisation Period.
- 5.1.2 The *Contractor* identifies, manages and mitigates risks to comply with ISO31000 and reports this to the *Service Manager* in a format agreed with the *Service Manager*.
- 5.1.3 The *Client's* risk policy and strategy for the management of risk (See link in **Annex 03**) recognises that this is crucial to the successful delivery of its objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
- 5.1.4 Within the risk management framework, the *Client's* risk and issue management principles document (See link in **Annex 03**) outlines the approach for the management of risks and issues including system process and supply chain principles.

- 5.1.5 The *Client's* risk and issues management manual provides an overview of the *Client's* approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk process (See link in **Annex 03**).
- 5.1.6 The *Client's* risk management process is separate to the contractual early warning process, although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
- 5.1.7 The *Client's* has adopted the definition for Risk as defined in **Annex 01**.
- 5.1.8 For the *Client's* risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
- 5.1.9 The *Client's* risk management approach aims to ensure that:
- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
  - assurance is provided to the *Contractor* and other stakeholders that risks are understood and managed, and
  - all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework. The *Client's* risk management system will be used to record and update all risk data within the *Client's* organisation.
- 5.1.10 The *Contractor* complies with the risk management requirements described in this section and as contained in the
- risk policy and strategy for the management of risk (See link at **Annex 03**),
  - risk and issue management principles document (See link at **Annex 03**),
  - risk and issues management manual (See link at **Annex 03**),
  - *Clients* risk management system user guide (See link at **Annex 03**).
- Note: references to MPD in the documents above should be deemed to be the *Client*.
- 5.1.11 The *Contractor* uses the *Client's* risk management system. Outputs developed through this process may be used in other risk assessments.
- 5.1.12 Not used
- 5.1.13 The *Contractor* ensures that risks that could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Service Manager*.
- 5.1.14 The *Contractor* supports the *Service Manager* in the operation of the *Client's* risk management system in relation to project risks.

## 6 COMMUNITY MANAGEMENT

- 6.1.1 The *Contractor* participates in and contributes to the requirements of the Community as described in **Annex 11**.

## 7 CUSTOMER AND STAKEHOLDER LIAISON

### 7.1 Consultation, Liaison and Planning

- 7.1.1 To Provide the Service, the *Contractor*:

- consults and liaises with all relevant authorities to ascertain their requirements or advice on relevant matters relating to the Affected Property,
- informs the *Service Manager* of such consultation and provides advice and recommendations on the requirements of all authorities,
- advises the *Service Manager* where the *Contractor* is to meet the requirements of the authorities, which affect or may affect the Services, and the Contractor complies with any requirements of the *Service Manager*,
- develops procedures for liaison with the *Client's* traffic officers and other stakeholders and interested parties for acceptance by the *Service Manager*,
- provides information to the *Client's* traffic officers as required to enable them to perform their duties,
- liaises with the Police and *Client's* traffic officers in relation to all fatal and other major accidents and co-operates fully with their investigations into the cause of such accidents, and provides such expertise and assistance as required under the circumstances,
- assists the *Client* in approving the interface between the *Client*, Emergency Services and other highway authorities,
- attends all meetings convened by the *Service Manager* and Others relating to the management, operation, performance and maintenance of the Affected Property and the obligations of the *Contractor*,
- recommends workshops and user groups to be convened by the *Service Manager* and Others, and attends all workshops and user groups convened by the *Service Manager* and Others, relating to the Affected Property,
- establishes liaison procedures with the HADECS Suppliers and the VMS Suppliers and
- establishes liaison procedures with the organisations listed in the Network Information section 7 and any others that may be required.

- 7.1.2 The *Contractor* supports the *Client* in liaising with Others as required.

### 7.2 Disclosure Requests

- 7.2.1 The *Contractor* acknowledges that the *Client* may receive a Disclosure Request and the *Client* may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test) to disclose information (including commercial sensitive



information) pursuant to a Disclosure Request. Where practicable the *Contractor*, consults with the *Client* before doing so in accordance with the relevant code of practice. The *Contractor* responds to any consultation promptly and with any deadlines set by the *Client* to and to the satisfaction of the *Client*. The *Contractor* acknowledges that it is for the *Client* to determine whether such information should be disclosed.

- 7.2.2 When requested to do so by the *Service Manager*, the *Contractor* promptly provides information in its possession relating to the contract and assists and co-operates with the *Client* to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation (see link in **Annex 03**).
- 7.2.3 The *Contractor* promptly passes any Disclosure Request receives to the *Service Manager*. The *Contractor* does not respond directly to a Disclosure Request unless instructed to do by the *Service Manager*.
- 7.2.4 The *Contractor* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17 entitled Update to Transparency Principles dated 6 February 2017 (see link in **Annex 03**) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (see link in **Annex 03**) The *Service Manager* consults with the *Contractor* before deciding whether the information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision.
- 7.2.5 The *Contractor*
- co-operates with and assists the *Service Manager* to enable the *Client* to comply with its obligations under to publish information in accordance with PPN 01/17 (see link in **Annex 03**) or
  - agrees with the *Service Manager* a schedule for the release to the public of information relating to the *Client* in accordance with the terms of the PPN 01/17,
  - provides information to assist the *Client* in responding to queries from the public PPN 01/17 as required by the *Service Manager* and
  - supplies the *Service Manager* with financial data relating to the contract in the form and in the times specified in the PPN.
- 7.2.6 The *Contractor* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service's Guidance Note entitled Publication of Central Government Tenders and Contracts dated November 2017 (see link in **Annex 03**), except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (see link in **Annex 03**). The *Service Manager* consults with the *Contractor* before deciding whether the information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates and with assists the *Service Manager* and the *Client* to publish the contract in accordance with the *Client's* obligation.

### 7.3 Communications

7.3.1 The *Contractor* communicates in accordance with the requirements in **Annex 12**.

### 7.4 Specified Agreements

7.4.1 For the specified agreements listed in the Network Information, the *Contractor* confers and collaborates with Others to facilitate performance by them of work relating to the obligations of the *Contractor* or which may affect the Affected Property.

### 7.5 Consultations, Inquiries etc.

7.5.1 The *Contractor* provides advice and assistance and undertakes all duties including attendance at any public meeting, consultation, inquiry or tribunal necessary and prepares such documents as may be necessary to enable the *Client* to gain authority for proposed work, and the acquisition of land and rights required for the execution of the work, when instructed by the *Service Manager*.

## 8 HEALTH AND SAFETY

8.1.1 The *Contractor* complies with the requirements of **Annex 13** in relation to health and safety duties.

8.1.2 The *Client* reserves the right to inspect the Health and Safety policy and documentation at any time. The *Contractor* will co-operate.

8.1.3 In terms of asbestos:

- where the *Client* knows asbestos to be present in any Premises, the *Client* supplies information to the *Contractor* to enable work to take place safely in accordance with the Control of Asbestos at Work Regulations and the relevant Highways England standards and guidance documents,
- the *Client* arranges for asbestos surveys by Others where required,
- where asbestos is found, this is regarded as an urgent or emergency service and the *Contractor* arranges the removal of the asbestos as instructed by the *Service Manager*
- in the event that asbestos containing materials are required to remain in place, the *Contractor* ensures that the Services are carried out safely and take into account the provisions of Control of Asbestos at Work Regulations.

## 9 PREMISES MANAGEMENT

9.1.1 The *Contractor* provides a cyclic Premises management service for the *Client's* Premises in accordance with the requirements of **Annex 14**.

9.1.2 The *Contractor* provides a repair Premises management service for the *Client's* Premises in accordance with the requirements of **Annex 14** as instructed by the *Service Manager*.

9.1.3 The *Client's* Premises are detailed in the Network Information.

- 9.1.4 If agreed with the *Contractor*, the *Contractor* provides improvement and renewals works in the *Clients* Premises as instructed by the *Service Manager*.
- 9.1.5 The *Contractor* may occupy those parts of the Premises specified in, and subject to any constraints set out in, the Network Information.
- 9.1.6 The *Contractor* occupies and uses the Premises only to Provide the Service.
- 9.1.7 The *Contractor's* occupation of the Premises is as licensee only and the Parties do not intend to create any relationship of landlord and tenant or other interest in land.
- 9.1.8 The *Contractor* may submit to the *Service Manager* for acceptance a proposal that the *Contractor* use its own premises instead of the Premises. A reason for not accepting the proposal is that it will not allow the *Contractor* to Provide the Service to the standard required by this contract.

## 10 NETWORK OCCUPANCY REQUIREMENTS

- 10.1.1 The *Contractor* complies with the network occupancy operational requirements in **Annex 30**.

## 11 BUSINESS CONTINUITY

- 11.1.1 The *Contractor* prepares a business continuity plan that complies with ISO22301:2014 and best industry practice and submits the draft plan to the *Service Manager* no later than four weeks after the *starting date* for acceptance. A reason for not accepting the business continuity plan is that it does not comply with ISO22301:2014 and/or best industry practice. The *Contractor* amends the plan to address the *Service Manager's* comments and resubmits for acceptance within one week. A template is provided (see link at **Annex 03**).
- 11.1.2 The *Contractor* undertakes a business continuity plan test event to test the plan every year. The *Contractor* agrees with the *Service Manager* the test scenario prior to the business continuity plan test. Following the business continuity plan test, the *Contractor* prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the *Service Manager* within fourteen days of the test for acceptance. A reason for not accepting the proposed amendments is that the *Service Manager* considers that the proposed amendments do not resolve the issues raised by the business continuity plan test.
- 11.1.3 The *Contractor* implements any proposed amendments in the accepted feedback report instructed by the *Service Manager*.
- 11.1.4 The *Contractor* undertakes the completion of a Highways England business continuity self-assessment assurance document and provides supporting evidence as to the business continuity processes/procedures in place based on the self-assessment. The *Client* may undertake an audit of compliance with these requirements.

## 12 CONTRACT PLANS

12.1.1 The *Contractor* produces and updates the Annual Commercial Plan in accordance with **Annex 15**.

12.1.2 The *Contractor* produces and updates the Service Plan in accordance with **Annex 15**.

## 13 QUALITY MANAGEMENT

13.1.1 The *Contractor* complies with the requirements in **Annex 16**.

## 14 PERFORMANCE MANAGEMENT

14.1.1 The *Contractor* manages performance in accordance with **Annex 17** and supportive documentation detailed in **Annex 03**.

14.1.2 The *Contractor* submits a Monthly Review Progress Report in accordance with the guidance provided in **Annex 03**.

## 15 CONTINUAL IMPROVEMENT

15.1.1 The *Contractor* manages continual improvement using the approach and the principles set out in **Annex 18**.

15.1.2 The *Contractor* uses the cost capture data and submits to the *Service Manager* for acceptance at least two months before the start of the second and subsequent financial years, details showing how the *Contractor* proposes to achieve year on year continual improvement in Providing the Service.

15.1.3 The *Contractor* develops enhancements over and above their existing duties when instructed by the *Service Manager* in accordance with clause Z61 of the Contract Data.

## 16 MOBILISATION

### 16.1 Mobilisation

16.1.1 The *Contractor* develops a mobilisation plan and submits to the *Service Manager* for acceptance within two weeks of the *starting date*.

16.1.2 The mobilisation plan includes all the tasks (including Roadside Technology services) necessary during the Mobilisation Period to Provide the Service from the *access date*. The plan includes the following (where and when appropriate in the case of the Roadside Technology):

- a programme of all tasks during the Mobilisation Period and methodology for these tasks,
- the preparation and management of a risk register relating to mobilisation tasks,
- a programme to produce the individual **Annex 16** Processes,

- a date for submission of the Annual Commercial Plan that is no later than six weeks prior to the *access date*,
- a date for submission of an information security plan that is no later than six weeks prior to the *access date*.
- dates for procurement of resources to ensure the *Contractor* is able to Provide the Service at the *access date*,

#### 16.1.3 The *Contractor*

- establishes the relevant components of the Business Information Gateway interface,
- provides power and a data line (linked to the *Contractor's* computer network) for each cabinet location required to safeguard the communication equipment. The *Contractor* will permit and manage the installation on his computer network of the software which provides the functionality to safeguard the equipment. The *Contractor* will agree with the *Client* during the Mobilisation Period to arrange relocation of the TRAKA cabinets, if required,
- liaises with the Outgoing Contractor to facilitate the safe and effective transfer of Airwave radios in accordance with Guidance to Service Providers on the requirements associated with the Mobilisation, Operation and Demobilisation of Airwave radios and associated equipment document,
- liaises with the Outgoing Contractor to facilitate the safe and effective transfer of intelligent secure storage lockers / cabinets and associated infrastructure (including user database in accordance with Guidance to Service Providers on the requirements associated with the Mobilisation, Operation and Demobilisation of Airwave radios and associated equipment document,
- participates in the establishment of the Community,
- prepares the Quality Plan no later than four weeks prior to the *access date*,
- attends a one-day *Client's* workshop to review use of Lean principles for continual improvement prior to the *access date*,
- prepares the Transition Plan and submits it to the *Service Manager* for acceptance, no later than three weeks prior to the *access date*. The *Contractor* includes the Transition Plan in its quality management system. The plan must detail how the *Contractor* is to Provide the Service at the *access date* and is to place emphasis on a six-month period from the *access date*,
- prepares a demobilisation plan and submits it to the *Service Manager* for acceptance no later than three weeks prior to the *access date*. The plan must detail:
  - how the *Contractor* will undertake demobilisation services, and
  - a regular review mechanism of this plan.
- becomes familiar with the Affected Property and all interfaces and boundaries,
- takes all reasonable steps to obtain from the Outgoing Contractor and the *Service Manager*, all records, programmes and other information necessary or required for the carrying out of its duties under this contract,

- engages in testing of any interfaces required by the *Contractor* to access the IAMIS,
- liaises as appropriate with the *Outgoing Contractor*, any other *Contractor* of the *Client* on the Affected Property, and any relevant authority, to ensure smooth transitional arrangements. The *Contractor* becomes familiar with any residual duties to be performed by the *Outgoing Contractor* and any ongoing work being performed on the Affected Property and advises the *Service Manager* as appropriate,
- advises the *Service Manager* of any additional duties, which the *Contractor* considers appropriate to be performed during the Mobilisation Period,
- prepares a records policy document including the disposal of records based upon the *Clients* records policy and submits it to the *Service Manager* for approval, no later than six weeks prior to the *access date*,
- prepares a business continuity plan as defined in paragraph 11.1.1,
- establishes the Project Bank Account (PBA) in accordance with the contract and submits details of the banking arrangements for the PBA to the *Service Manager* for acceptance,
- submits the Trust Deed including all proposed Named Suppliers within one week of the establishment of the Project Bank Account.
- updates the Price List in accordance with Clause Z40 of the Contract Data, and produces an Annual Commercial Plan and a Service Plan in accordance with **Annex 15**,
- prepares an environmental management plan in accordance with paragraph 2.4.1 of **Annex 27**,
- develops a formal health and safety management system a health and safety management in accordance with paragraph 1.2.1 of **Annex 13**,
- prepares an evidence based Inclusion Action Plan in accordance with paragraph 4.1 and Appendix B of **Annex 27**,
- supports the *Service Manager* to gather and analyse customer and Community intelligence in accordance with paragraph 4.1 in **Annex 27**
- produces Apprenticeship proposals in accordance with paragraph 4.2.1 of **Annex 27**,
- prepares a Health and Safety Maturity Matrix Action Plan in accordance with paragraph 1.3.1 of **Annex 13**,
- completes all Airwave radio and associated equipment implementation activities in accordance with **Annex 21**.

16.1.4 The mobilisation plan must:

- detail how employees and Subcontractors will be developed into this contract, their role and familiarity with the Quality Plan,
- identify and manage risks associated with the *Contractor's* employees who are transferred from the *Outgoing Contractor*,
- include procedures which set out the *Contractor's* approach to the transition of its employees,

- explain how the *Contractor* intends to ensure that its employees and Subcontractors are fully aware of the requirements of this contract,
- detail how implementation of this plan will be monitored, and
- identify key staff and their roles.

## 16.2 Pensions

16.2.1 Specific defined terms (not defined in **Annex 01**) are:

- (1) *Contractor's Alternative Pension Plan* is the pension scheme established or nominated by the *Contractor* for the purposes of paragraph 16.2.8 and which satisfies the conditions set out in paragraph 16.2.9.
- (2) *Contractor's Pension Plan* is the pension scheme established or nominated by the *Contractor* for the purposes of 16.2.2 and which satisfies the conditions set out in paragraph 16.2.3.
- (3) *Original Scheme* is the Local Government Pension Scheme or such other public service pension scheme as was applicable.

16.2.2 The *Contractor* ensures that any Transferring Employees

- who were originally employed by a public-sector Client in providing services similar to the service and were members of the Original Scheme,
- whose employment transferred to a private sector Client pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 1981 or TUPE and who have been continuously employed in providing services similar to the service up to the *access date*,
- who immediately before the *access date* are members of the Outgoing Contractor's Pension Scheme
- automatically become members of the *Contractor's Pension Plan* on and from the *access date* and (except in the case of any such Transferring Employee who opts out of membership of the *Contractor's Pension Plan* in writing in a form approved by the Client) remain members of the *Contractor's Pension Plan* throughout the period of their employment in connection with Providing the Service.

16.2.3 The *Contractor* ensures that the *Contractor's Pension Plan*

- is a registered pension scheme for the purposes of the Finance Act 2004,
- is a scheme which (in the opinion of the Government Actuary's Department acting in accordance with its Statement of Practice) is a broadly comparable scheme to the Original Scheme assessed at the point the Transferring Employees left the Original Scheme, or with the *Client's* agreement assessed at the *access date* on the basis that the Transferring Employees had remained active members of the Original Scheme and
- is a scheme which satisfies all of the *Contractor's* benefit obligations under TUPE and the Pensions Act 2004.

16.2.4 The *Contractor* submits such documents and information as the *Client* may reasonably require to enable the *Client* to satisfy itself that the *Contractor's* Pension Plan complies with the requirements of paragraph 12.2.3 and the *Contractor* delivers a GAD Certificate to the *Client* at least three months before the *access date*.

16.2.5 Unless the prior written consent of the *Client* is given, the *Contractor*

- complies with the requirements of the Pensions Act 2004, the Occupational Pension Schemes (Member-Nominated Trustee and Directors) Regulations 2006, the Pension Regulator's Code of Practice no 8 (member-nominated trustee and directors - putting in place and implementing arrangements) and all other applicable legislative or regulatory requirements insofar as they relate to the appointment of member nominated trustees or directors,
- ensures that the *Contractor's* Pension Plan contains a provision requiring that no amendment to the *Contractor's* Pension Plan can be made in respect of the Transferring Employees referred to in paragraph 12.2.2 which could reduce the value of the accrued benefits of any such Transferring Employee (or any beneficiary claiming by or through them), such value to be calculated on a basis which allows for service (including, but not restricted to, service credited following transfers of assets to the outgoing *Contractor's* Pension Scheme from other pension schemes) to the date upon which the power to amend is exercised and the expected future growth in earnings of the Transferring Employee in question as determined by the trustees of the *Contractor's* Pension Plan from time to time having consulted the Appointed Actuary and
- ensures that the *Contractor's* Pension Plan contains a provision requiring that the transfer value payable in respect of any Transferring Employee referred to in paragraph 12.2.2. or any group of such Transferring Employees who leaves the employment of the *Contractor* as a result of the transfer of any undertaking which is part or the whole of an undertaking transferred to the *Contractor* under this contract will be a value reflecting expected future increases in salary of such Transferring Employee or Transferring Employees concerned and will, as a minimum, be no less (in the opinion of the Government Actuary's Department) than the transfer value calculated on the same, or a more generous basis as that used to calculate the transfer value to the *Contractor's* Pension Plan as provided for in paragraph 12.2.7.

16.2.6 If the transfer payment paid by the trustees or administrators of the *Contractor's* Pension Plan is less (in the opinion of the Government Actuary's Department) than the transfer payment which would have been paid, the *Contractor* will pay to the receiving scheme the amount of the difference.

16.2.7 The *Contractor* procures that the *Contractor's* Pension Plan will accept a bulk transfer from the trustees or administrators of the Outgoing *Contractor's* Pension Scheme or the Original Scheme (as appropriate) on terms agreed between the actuary to the Outgoing *Contractor's* Pension Scheme or the actuary to the Original Scheme (as appropriate) and the Appointed Actuary in respect of all of the Transferring Employees referred to in paragraph 12.2.2. who become members of the *Contractor's* Pension Plan and requests the trustees or



administrators of the Outgoing *Contractor's* Pension Scheme or the Original Scheme to make such a transfer in respect of them. The *Contractor* further procures that, in the cases of Transferring Employees in respect of whom a bulk transfer is made, the benefits granted under the *Contractor's* Pension Plan in respect of pensionable service before the *access date* are granted on the equivalent of a day for day service credit basis or the actuarial equivalent thereof as agreed between the appropriate actuary and the Appointed Actuary.

16.2.8 If any of the Transferring Employees referred to in paragraph 12.2.2. has his employment terminated by the *Contractor* for reasons of redundancy or operational efficiency during the Service Period, the *Contractor* (to the extent that the relevant benefit has not been provided under any other provision of this contract)

- uses his best endeavours to procure that an amount, equivalent to any additional pension benefits which would have been paid to the Transferring Employee from the Original Scheme had he remained in service with its previous public-sector *Client* and been made redundant by that *Client* on the date on which its employment is terminated by the *Contractor*, is paid from the *Contractor's* Pension Plan,
- if the *Contractor* is unable to procure the additional benefits from the *Contractor's* Pension Plan, pays compensation to the Transferring Employee which is equivalent in terms of value and manner of payment to that which would have been paid from the *Contractor's* Pension Plan and
- procures the payment of any benefit other than on redundancy or for reasons of operational efficiency which is not an old age invalidity or survivors' benefit either through the relevant *Contractor's* pension scheme or, if that is not possible, by paying compensation, where the obligation to do so has transferred to the *Contractor* under TUPE, on the same basis as that which applies on redundancy.

16.2.9 The *Contractor* ensures that any Transferring Employees who immediately before the *access date* are members of the outgoing *Contractor's* (non-Government Actuary's Department certified) pension scheme and who were not members of the Original Scheme automatically become members of the *Contractor's* Alternative Pension Plan on and from the *access date* (except in the case of any such Transferring Employee who opts out of membership of the *Contractor's* Alternative Pension Plan in writing in a form approved by the *Client*) remain members of the *Contractor's* Alternative Pension Plan throughout the period of their employment in connection with Providing the Service.

16.2.10 The *Contractor's* Alternative Pension Plan is

- a registered pension scheme for the purposes of the Finance Act 2004 and
- a scheme which, as a minimum, fulfils the *Contractor's* benefit obligations under TUPE and the Pensions Act 2004.

16.2.11 Where the employment of any Transferring Employee is transferred to a Subcontractor, the *Contractor* procures that the Subcontractor

- complies with the requirements of paragraphs 12.2.3 to 12.2.6 in relation to any Transferring Employee to whom paragraph 12.2.2 applies and complies with the requirements of paragraph 12.2.9 in relation to any Transferring Employee to whom paragraph 12.2.8 applies (as the case may be) and
- imposes similar requirements on any subsequent transferee of the Transferring Employees.

16.2.12 The *Contractor* ensures that no announcement (whether or not in writing) will be made by the *Contractor* or any Subcontractor to the Transferring Employees without the consent in writing of the *Client*.

16.2.13 The *Contractor* indemnifies the *Client* and holds it harmless at all times from any reasonable costs or losses suffered or incurred by it arising from claims by Transferring Employees or by trade unions, elected Transferring Employee representatives or staff associations in respect of all or any Transferring Employees which

- relate to pension rights in respect of periods of employment on or after the *access date* or
- arise out of the failure of the *Contractor*, any Subcontractor or any subsequent transferee of the Transferring Employees to comply with the relevant provisions of this section 12.2.

## 17 DEMOBILISATION

17.1.1 The *Contractor* delivers the following information to the *Service Manager* for acceptance. All information must be in a readily accessible format agreed with the *Service Manager*, and is to include the relevant software licenses. A draft of the information is provided three months before the expiry of the Service Period and is finalised one week before the expiry of the Service Period or at a time agreed with the *Service Manager*.

- all relevant inventories and records including any electronic inventories/records,
- records of all work, maintenance and services carried out,
- a report on all outstanding defects, work in progress and the *Contractor's* assessment of all duties that would appropriately be performed by the *Contractor* after the end of the Service Period.

17.1.2 The *Contractor*:

- makes all necessary data available and provides all necessary facilities, including accommodation (as stated in this contract) advice and assistance to enable the Incoming *Contractor* to perform its duties,
- co-operates with the Incoming *Contractor* and the *Client* to discuss and agree a detailed plan to ensure a smooth transfer of operation,
- vacates and hands back Premises, Plant and Materials, and equipment provided by the *Client* in good order at the end of the Service Period and

- transfers all digital information that is accumulated during the Service Period to the *Service Manager*, other than the *Contractor's* digital information relating to the acquisition and management of the *Contractor's* resources, at the end of the Service Period.
- co-operates with the Incoming Contractor regarding the relocation of any intelligent secure storage lockers, cabinets and associated database in accordance with Guidance to Service Providers on the requirements associated with the Mobilisation, Operation and Demobilisation of Airwave radios and associated equipment document.
- completes all Airwave radio and associated equipment decommissioning activities in accordance with **Annex 21**.

## **18 MAINTENANCE REQUIREMENTS**

### **18.1 Stock Maintenance**

- 18.1.1 The *Contractor* provides a cyclic maintenance *service* for the Client's Stocks in compliance with **Annex 21**.
- 18.1.2 The *Contractor* repairs defects, not resulting from an Incident, for the Client's Stocks in compliance with **Annex 21** as instructed by the *Service Manager*.
- 18.1.3 The *Contractor* replenishes Client's Stocks as instructed by the *Service Manager*.

### **18.2 Asset Type: 0300 - Fences, Walls, Screens and Environmental Barriers**

- 18.2.1 The *Contractor* repairs defects, not resulting from an Incident, for fences, walls, screens and environmental barriers to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

### **18.3 Asset Type: 0400 - Road Restraint Systems (Vehicle and Pedestrian)**

- 18.3.1 The *Contractor* provides a cyclic maintenance service for road restraint systems (Vehicle and Pedestrian) to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*..
- 18.3.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for road restraint and pedestrian restraint systems to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

### **18.4 Asset Type: 0500 – Drainage and Service Ducts**

- 18.4.1 The *Contractor* provides a cyclic maintenance service for the drainage system (excluding balancing ponds) to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*..

18.4.2 The *Contractor* provides a cyclic maintenance service for the balancing ponds to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

18.4.3 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for the drainage system to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

#### **18.5 Asset Type: 0600 - Geotechnical Assets**

18.5.1 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for geotechnical assets to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

#### **18.6 Asset Type: 0700 – Pavements/Paved Areas**

18.6.1 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for pavements and paved areas to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

#### **18.7 Asset Type: 1200 – Traffic Signs and Road Markings/Road Studs**

18.7.1 The *Contractor* carries out additional maintenance and operational requirements in accordance with Annex 20.

18.7.2 The *Contractor* provides a cyclic maintenance service for traffic signs, road markings and road studs to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

18.7.3 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for traffic signs, road markings and road studs to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

#### **18.8 Asset Type: 1300 - Lighting**

18.8.1 The *Contractor* provides a cyclic maintenance service for lighting equipment to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

18.8.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for lighting equipment to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

#### **18.9 Asset Type: 1500 – Roadside Technology**

18.9.1 At the date of award of the contract, the Regional Technology Maintenance Contractor (RTMC) maintains operational technology assets, including both Roadside Technology and Control Centre Technology assets. During the contract this will change as follows:

- The Roadside Technology *service* will be provided by the *Contractor* from the *access date* defined in the Contract Data, or other date instructed by the *Service Manager*,
  - The Control Centre Technology services (in-station assets) are maintained by Others.
- 18.9.2 The *Contractor* provides a Roadside Technology cyclic maintenance service to comply with the requirements in **Annex 30**, **Annex 20** and the Specification as instructed by the *Service Manager*.
- 18.9.3 The *Contractor* provides a Roadside Technology repair maintenance service, not resulting from an Incident caused by a third party to comply with the requirements in **Annex 30**, **Annex 20** and the Specification as instructed by the *Service Manager*.
- 18.9.4 The *Service Manager* instructs the *Contractor* to undertake cyclic or repair *services* for Roadside Technology, following identification of a fault by the Technology Operations Capability Centre (TOCC) or other sources, via the *Clients* ServiceNow system,
- 18.9.5 The *Contractor* collaborates with the National Roads Telecommunications Services (NRTS) Contractor to Provide the Service, to ensure a seamless service is achieved where network assets overlap. The *Contractor* delivers the Roadside Technology *services* in accordance with the requirements in the NRTS Interface Arrangement (Refer to **Annex 03**). This arrangement will be further developed by the *Contractor* and the NRTS Contractor during the Mobilisation Period and issued to the *Service Manager* for acceptance at least 6 weeks before the *access date*. This arrangement will be reviewed and updated at least quarterly during the contract to ensure its continuing relevance to the *service*.
- 18.9.6 The *Contractor* collaborates with the Control Centre Technology Contractor to ensure a seamless service is achieved where network assets overlap. The *Contractor* develops and implements an arrangement with the Control Centre Technology Contractor, within 2 weeks after being instructed by the *Service Manager*. During the contract, the *Contractor* amends the arrangement as instructed by the *Service Manager*. This arrangement is reviewed and updated at least quarterly during the contract to ensure its continuing relevance to the *service*.
- 18.9.7 The *Contractor* provides the Roadside Technology services in collaboration with the National Technology Logistics Centre (NTLC) and Roadside Technology Spares Centres who provide the Client's Stocks (Roadside Technology spares and parts).
- 18.9.8 The *Contractor* provides a Roadside Technology cyclic and repair maintenance service to the static vehicle and wind activated signs as detailed in the Network Information as instructed by the *Service Manager*.

#### 18.10 Asset Type: 1700 - Structures

- 18.10.1 The *Contractor* provides a cyclic maintenance service for structures to comply with the requirements in **Annex 30**, **Annex 20** and the Specification as instructed by the *Service Manager*.

18.10.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for structures to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

#### **18.11 Asset Type: 2200 – Tunnels (NOT USED)**

#### **18.12 Asset Type: 3000 – Landscape and Ecology**

18.12.1 The *Contractor* provides a cyclic maintenance service for the landscape and ecology to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

18.12.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for landscape and ecology to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

#### **18.13 NOT USED**

#### **18.14 Asset Type: 4000 – Sweeping and Cleaning**

18.14.1 The *Contractor* provides a cyclic maintenance service for sweeping and cleaning the Affected Property to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

18.14.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for sweeping and cleaning of the Affected Property to comply with the requirements in **Annex 30, Annex 20** and the Specification as instructed by the *Service Manager*.

18.14.3 The *Contractor* provides services to additional lands (as part of the Affected Property), including but not limited to sweeping and cleaning, removal of fly-tipping, removal of vegetation, removal of hard and soft landscaping, removal of walls and buildings as defined in the Network Information as instructed by the *Service Manager*.

#### **18.15 Traffic Management and Access Equipment**

18.15.1 The *Contractor* consults and liaises with relevant authorities and co-ordinates the provision of all traffic management within the Affected Property so as to ensure the safety of road users and the workforce, and to minimise the disruption to road users, Emergency Services, local communities and businesses.

18.15.2 The *Contractor* provides traffic management necessary to Provide the Service.

18.15.3 The *Contractor* collaborates with the *Client* and Others to share traffic management and road-space.

18.15.4 The *Contractor* provides traffic management within the Affected Property as instructed by the *Service Manager* to enable the *Client* and Others to undertake inspections and other duties as necessary.

18.15.5 The *Contractor* provides access equipment as instructed by the *Service Manager* to enable the *Client* and Others to undertake inspections and other duties as necessary.

#### 18.16 Other Duties

18.16.1 The *Contractor* inspects the Affected Property in accordance with **Annex 30** and **Annex 20** as instructed by the *Service Manager*.

### 19 SEVERE WEATHER REQUIREMENTS

#### 19.1 Take Delivery of Salt

19.1.1 The *Contractor* takes delivery of salt in accordance with **Annex 22 Part 2** and **Annex 20**.

19.1.2 The *Contractor* provides salt loading equipment in all depots in accordance with the Severe Weather Plan.

#### 19.2 Salt Management

19.2.1 The *Contractor* manages salt in accordance with **Annex 30**, **Annex 22 Part 2** and **Annex 20**.

19.2.2 The *Contractor* informs the *Service Manager* when the salt stock needs restocking.

19.2.3 The *Contractor* moves salt into the Affected Property or between Premises in the Affected Property as instructed by the *Service Manager*.

#### 19.3 Drivers on Standby

19.3.1 The *Contractor* provides and manages drivers on standby in accordance with **Annex 30**, **Annex 22 Part 2** and **Annex 20**.

19.3.2 The *Contractor* prepares for and carries out precautionary salting as instructed by the *Service Manager*.

#### 19.4 Maintain Winter Fleet

19.4.1 The *Contractor* maintains the winter fleet in accordance with **Annex 30**, **Annex 22 Part 2** and **Annex 20**.

19.4.2 The *Contractor* repairs the *Client's* Vehicles when instructed by the *Service Manager*.

19.4.3 *Client's* Vehicles are the vehicles identified in **Annex 22** to the Scope.

19.4.4 The *Service Manager* may instruct the *Contractor* to

- deliver the National Reserve Fleet to a location outside the Affected Property for use by Others or
- collect the National Reserve Fleet from a location outside the Affected Property.

19.4.5 National Reserve Fleet are the *Client's* Vehicles listed in the Network Information in respect of which the *Service Manager* may give instructions in accordance with paragraph 17.4.4.

19.4.6 The *Contractor* takes all reasonably practical steps to protect the *Client's* Vehicles against the risk of loss or damage from any cause. The *Contractor* stores the *Client's* Vehicles in a secure compound when not in use.

19.4.7 If the Network Information or the Scope states that any of the *Client's* Vehicles are returned to the *Client* before the end of the Service Period, the *Contractor* returns those vehicles to the *Client* on the dates stated. All other *Client's* Vehicles are returned to the *Client* at the end of the Service Period.

19.4.8 All *Client's* Vehicles are returned to the *Client* in good repair having regard to their condition at the *access date* and their usage, together with all associated records and other information required by the Scope.

## 19.5 Manage Brine

19.5.1 The *Contractor* manages brine in accordance with **Annex 14** and **Annex 20**.

## 19.6 Maintain Saturator

19.6.1 The *Contractor* maintains the saturators in accordance with **Annex 14** and **Annex 20**.

## 19.7 Reporting

The *Contractor* provides up to date operational, plant, salt and fuel resilience information in accordance with **Annex 30** and **Annex 20** to enable the *Client* to continually monitor and maintain stock levels.

## 19.8 Other Severe Weather Duties

19.8.1 The *Contractor* provides other severe weather duties in accordance with the **Annex 30** and **Annex 20** that are not covered by items 19.1 to 19.8, 19.10 or 19.11 as instructed by the *Service Manager*.

## 19.9 Fuel

19.9.1 The *Contractor* supplies fuel to be used in the *Clients* Vehicles in accordance with **Annex 30**, **Annex 20** and **Annex 22** as instructed by the *Service Manager*.

## 19.10 Snow Clearance

19.10.1 The *Contractor* undertakes snow clearance as instructed by the *Service Manager*.



## 20 INCIDENT RESPONSE REQUIREMENTS

### 20.1 Incident Response

20.1.1 The *Contractor* provides incident response services in relation to the Affected Property to comply with the requirements in **Annex 30** and **Annex 20** as instructed by the *Service Manager*, which provides, not limited to:

- a central point of contact and holder of information
- a 24 hour a day, seven days a week incident response service deployed as required by the *Clients* Regional Operations Centre
- information to complete Tactical Incident Response Plan and allow *Client* to decide on the appropriate action
- liaison with the *Client's* Regional Operation Centre to escalate incident management to a tactical (silver) or strategic (gold) level when required and keep them informed
- information with respect to a green claim as detailed in paragraph 20.2.

20.1.2 The *Contractor* makes safe the Affected Property to comply with the requirements in **Annex 30** and **Annex 20** , where not listed in paragraph 20.1.1 and as instructed by the *Service Manager*.

20.1.3 The *Contractor* reports to the *Service Manager* any instruction received from the emergency services.

### 20.2 Green Claims

20.2.1 On attending any incident which may give rise to a Green Claim, the *Contractor* takes all necessary steps to record the incident circumstances. The incident details the *Contractor* will need to record and provide includes but is not limited to:

- Vehicle details: Registration, make, model and colour
- Driver Details: Name, address, Insurance details
- Photos of the vehicle/s and the scene
- Photos of each item of damage and the subsequent repair
- Site Diaries/Repair Records or equivalent
- Time sheets and allocation sheets with both a physical or digital approval and signature
- Cost Breakdowns
- Subcontractor application for payment and signed notification of payment (if applicable)
- Traffic Management layouts and traffic counts/monitoring
- Material sheets with quantities
- Engineering evidence
- Police report, details and reference
- Contact details of any potential witness and statements of witnesses
- Any insurance details, including MID Search for 3rd party details

20.2.2 The *Contractor* obtains incident details wherever possible from the following:

- M&R Contract Incident Log
- Photographs

20.2.3 The *Contractor* provides all incident circumstances, including driver details and repairs within 28 days of the incident for acceptance by the *Service Manager*.

20.2.4 For each incident and associated repair, the *Contractor* will provide breakdowns and supporting information to justify the cost of repair. This includes the cost of any Client's Stocks as the *Service Manager* may reasonably require.

20.2.5 The *Contractor* retains records of the information sent to the *Service Manager* and the Client's Green Claims Branch together with correspondence with the public, records of work, maintenance carried out, any discussions of maintenance problems with the Client and/or the police and other information or documentation prepared by the *Contractor* relating to Green Claims. Such records are to be held for a period of not less than six years from the date of issue. Unless instructed otherwise by the *Service Manager*, the *Contractor* passes a copy of the records to the Incoming *Contractor* in a readily accessible format, including the relevant software licenses.

### 20.3 Red Claims

20.3.1 Within 14 calendar days of the *Contractor* being notified (or becomes aware) of a Red Claim, it provides the information relating to the incident which gave rise to the Red Claim (including details of the incident itself and of any associated repairs) to the *Service Manager*. The information will include, but not be limited to:

- Full details of incident or defect which will include any photos associated with that incident or defect, including before and after any repairs
- Information and summaries of any complaints, incidents and repairs relating to a location or defect as required
- Details of works and schemes in the area, including diversion routes, traffic management reports and logs, site diaries and any other relevant evidence of works completed.
- Witness statements from Safety Inspectors, maintenance crews or others
- Other information as instructed by the *Service Manager*

20.3.2 The *Contractor* must provide further information and clarification to aide with decision on liability within 8 working days of any instruction by the *Service Manager*.

20.3.3 If the *Contractor* fails to provide information in accordance with paragraphs 20.3.1 and 20.3.2 above and as a result the Client is prevented or hindered in the defence of the Red Claim, the *Contractor* indemnifies the Client against any damages, costs, losses and expenses which the Client incurs regarding the Red Claim.

20.3.4 The *Contractor* holds all records for a period of not less than six years from the date of issue. If instructed by the *Service Manager*, the *Contractor* provides a copy of these records to the person

- in the format
- with software licences
- within the time specified in the instruction

specified by the *Service Manager*.

20.3.5 If a Red Claim eventuates from the *Client's* NILO reports, the *Contractor* will collate and provide all information to the *Service Manager* to support the *Client's* defence of this claim, at any time during the Service Period.

## 21 RESTORE ASSET CONDITION AFTER INCIDENT

21.1.1 The *Contractor* repairs defects in the Affected Property resulting from an Incident and where the damage may lead to a Green Claim, as instructed by the *Service Manager*.

21.1.2 The *Contractor* repairs defects in the Affected Property resulting from an Incident and where the damage will not lead to a Green Claim, as instructed by the *Service Manager*.

## 22 DELIVER SCHEMES

22.1.1 The *Contractor* provides minor renewal and improvement services as instructed by the *Service Manager* as defined in **Annex 28**.

## 23 CUSTOMER SERVICE

23.1.1 The *Contractor* carries out the customer service requirements of **Annex 26**.

## 24 ENVIRONMENTAL MANAGEMENT & SUSTAINABILITY

24.1.1 The *Contractor* carries out the environmental, social and economic sustainability requirements of **Annex 27**.