# Area 10
# Asset Delivery
# Maintenance and Response Contract

# Scope

# CONTENTS AMENDMENT SHEET

| Amend. No. | Revision No. | Amendments | Initials | Date |
|---|---|---|---|---|
| 0 | 0 | Tender Issue | SOS | 19/02/18 |
| 1 | 1.0 | Tender amendment 1:<br>Amended List of Annexes to rename Sustainability Annex to “Environmental Management & Sustainability” | AN | 23/02/18 |
| 2 | 1.0 | Tender amendment 1:<br>Amended Section 22 header to “Environmental Management & Sustainability” header | AN | 23/02/18 |
| 3 | 1.0 | Tender amendment 1:<br>Amendment under Section 1 General, subsection 1.14 Information Modelling to include requirements to submit the first Information Execution Plan | AN | 23/02/18 |
| 4 | 1.0 | Tender amendment 1:<br>Added defined term to Section 1.5 Identified and Defined Terms to clarify terminology in the annexes for Contractor | AN | 23/02/18 |
| 5 | 2.0 | Deleted duplicate references to managing brine and maintaining saturators from Section 17.7 Reporting | AN | 09/03/18 |
| 6 | 3.0 | Amended Continual Improvement Section 14.4 paragraph 14.4.3 to correct reference to Z31 | AN | 23/03/18 |
| 7 | 3.0 | Amended Section 5 Risk Management, paragraph 5.1.1, to include the requirement to operate a Risk Management system to comply with ISO31000 | AN | 23/03/18 |
| 8 | 4.0 | Amended Section 14.4 Continual Improvement to remove reference to ISO 9004 and 9001 which are in annex 16 | AN | 29/03/18 |
| 9 | 4.0 | Section 22 Minor re- formatting | AN | 29/03/18 |
| 10 | 4.1 | Update section number for section 22.1 | AN | 06/04/18 |
| 11 | 5.0 | Section 12.2 Pensions, paragraph 12.2.5 (last bullet). Amended paragraph reference. | AN | 20/04/18 |

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# 1 GENERAL

## 1.1 Scope of Service

1.1.1 In Providing the Service the *Contractor* facilitates the *Client* to achieve the vision and objectives set out in Annex 2, as modified and updated by the *Client* from time to time.

## 1.2 General Obligations

1.2.1 This Scope does not replicate requirements contained elsewhere in this contract, such as Clause Z of the Contract Data.

1.2.2 In Providing the Service, the *Contractor*:

(1) 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 from time to time, and for use by the traffic, which is reasonably to be expected to use the Affected Property,

(2) ensures that the key objectives for this contract set out in Annex 2 are met, 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 more efficient ways of delivering the key objectives,

(3) minimises the risk of damage or disturbance to or destruction of third party property,

(4) ensures the *Client* and Others with statutory duties or functions in relation to the Affected Property or other adjoining roads are able to perform those duties and functions unimpaired and

(5) co-operates with the *Service Manager* in obtaining and providing information which they need in connection with the Affected Property.

1.2.3 The *Contractor* manages its activities in such manner as to assist the *Client* to meet the targets in the *Client*'s business plan as modified and updated from time to time.

1.2.4 The *Contractor* removes Plant and Materials from the Affected Property (with the *Service Manager*'s permission) when they are no longer needed to Provide the Service.

1.2.5 If, at the *access date*, the *Client* makes available Plant and Materials (excluding *Client*'s Stocks) for use by the *Contractor* in Providing the Service, the *Contractor* supplies the same quantity and quality of Plant and Materials to the *Client* at the end of the *service period* unless the *Service Manager* agrees otherwise.

1.2.6 The *Contractor* provides items of Equipment for the *Client*'s use as stated in the Scope.

1.2.7 The *Contractor* removes Equipment from the Affected Property when it is no longer needed to Provide the Service unless the *Service Manager* allows it to be left within the Affected Property.

**1.3 Statutory Powers**

1.3.1 The *Contractor* advises the *Service Manager* where it becomes aware that it is necessary or beneficial for the *Client* to use any statutory power in order for the *Contractor* to fulfil its duties.

1.3.2 The *Contractor* provides assistance when instructed by the *Service Manager* to support the *Client* in exercising their statutory powers.

**1.4 Reference Documents**

1.4.1 The *Client* has developed and identified reference documents to meet its procedural and technical requirements. The current documents are set out in Annex 3. In Providing the Service, the *Contractor* meets the *Client*'s requirements and complies with the requirements of the reference documents in Annex 3 as amended or added to from time to time.

**1.5 Identified and Defined Terms**

1.5.1 In this 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) The term Contractor when used in the Annexes means the *Contractor*
(2) the Partners are consultants and *Contractor*s notified by the *Service Manager* to the *Contractor* with whom the *Client* has entered into contracts for the provision of construction works, design, specialist support and other services in connection with the maintenance, repair, renewal and improvement of the Affected Property,
(3) the Community is the group comprising one representative each from the *Client*, the *Contractor* and each of the Partners and formed for the purposes described in or Annex 11,
(4) the Business Information Gateway is as defined in Annex 6,
(5) CDM Regulations are the Construction (Design and Management) Regulations 2015,
(6) Current System is a system that is authorised for use by the *Client* at the Contract Date and includes all of the systems set out in Table 3 of Annex 6,
(7) Efficiency and Reform Group Supplier Feedback Services are the feedback services established by the Government from time to time in

connection with the purposes of making Government more efficient and reforming the way public services are provided,

(8) Green Claims are claims by the *Client* against third parties for damage to *Client*'s property including the Affected Property,

(9) Red Claims are claims by third parties against the *Client* for damage to third party property or persons arising out of the condition of the Affected Property or the performance of the Services,

(10) Regional Operations Centre is the *Client*'s 24-hour emergency/incident contact facility,

(11) New System is a revision to a Current System or a system development identified in Table 4 of Annex 6 for which the *Client* will specify the training and implementation programme and System requirements necessary for its implementation and operation by the *Contractor*,

(12) Nonconformity has the meaning given to it in ISO 9000,

(13) Maintenance and Response Review is as defined in Annex 5,

(14) Mobilisation Period is the period from the *starting date* to the *access date*,

(15) Pensions, all Pension related definitions are detailed in section 12.2,

(16) Procedure has the meaning given to it in ISO 9000,

(17) Process has the meaning given to it in ISO 9000,

(18) Specification is the specification listed in Table 2 of Annex 3,

(19) System includes processing equipment, application programs, digital data or digital reference information,

(20) Quality Plan has the meaning given to it in ISO 9000.

## 1.6 Contract Reviews

1.6.1 The *Contractor* complies with the requirements in Annex 5 in relation to Maintenance and Response Review Periods, and Service Reviews.

## 1.7 Transition Periods

1.7.1 The Transition Periods are intended to allow the *Contractor* further time after the *access date* to refine his procedures, resources and systems in order to demonstrate that he is the right *Contractor* for this contract and is committed to support the delivery of the *Client*'s aims and objectives and those of the other Community Partners.

1.7.2 The Transition Periods are:

(1) Transition Period 1 is the period of six months commencing on the *access date*.

(2) Transition Period 2 is the period of six months (or a shorter period stated by the *Service Manager*) commencing on the expiry of Transition Period 1.

(3) Transition Periods are Transition Period 1 and (if the Service Manager instructs the *Contractor* that Transition Period 2 applies) Transition Period 2.

1.7.3 The Transition Plan is the plan of that name prepared by the *Contractor* in accordance with the Scope or any revised plan submitted by the *Contractor* in accordance with paragraph 1.7.9.

1.7.4 During the Transition Period(s), in addition to Providing the Service in accordance with the Scope, the *Contractor*:

(1) implements all aspects of his Transition Plan and
(2) completes any Mobilisation Duties that were not completed during the Mobilisation Period.

1.7.5 The *Service Manager* assesses the *Contractor*'s performance and behaviours during the Transition Periods in order to satisfy himself that the *Contractor* is committed to Providing the Service in a collaborative manner in accordance with the Scope and has allocated sufficient resources to achieve this.

1.7.6 The *Contractor* attends weekly meetings with the *Service Manager* during the Transition Periods to report on the transition process.

1.7.7 The *Service Manager* notifies the *Contractor* at the end of each Transition Period whether he is satisfied that the *Contractor* is Providing the Service in accordance with the Scope.

1.7.8 If, at the end of Transition Period 1, the *Contractor* is not Providing the Service in accordance with the Scope, the *Service Manager* may instruct the *Contractor*:

- that Transition Period 2 applies and
- to submit a revised Transition Plan for acceptance.

1.7.9 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 set out the improvements needed for the *Contractor* to be able to Provide the Service in accordance with the Scope.

1.7.10 The following are treated as the *Contractor* having substantially hindered the *Client* or Others:

- 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 a revised Transition Plan.

**1.8 Arbitration and Legal Proceedings**

1.8.1 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*.

**1.9 Legal Opinion for non-United Kingdom Registered Companies**

1.9.1 Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee in Annex 24 from a non-UK registered company includes (among others) the following matters:

1.1.1 confirmation that

(1) the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
(2) the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
(3) all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
(4) execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
(5) the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate,
(6) the constitutional documents of the Controller,
(7) any provision of the laws of the jurisdiction in which it is incorporated,
(8) any order of any judicial or other authority in the jurisdiction in which it is incorporated or
(9) any mortgage, contract or other undertaking which is binding on the bidder or its assets and
(10) (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,
(11) 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,

(12) notification of whether withholding is required to be made by the Controller in relation to any monies payable to *Client* under the Parent Company Guarantee,

(13) 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

(14) confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.

**1.10 Form of Novation**

1.10.1 The Form of Novation is set out in Annex 25.

**1.11 Anti-Bribery and Anti-Fraud**

1.11.1 The *Contractor* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Client*'s Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively "the Codes". The *Contractor* complies with the Codes until the end of the *service period* and with

- paragraph 4 of the *Client*'s Anti Bribery Code of Conduct and
- paragraph 3 of the *Client*'s Anti-Fraud Code of Conduct

until 12 years after the end of the *service period*.

1.11.2 A failure to comply with this condition is treated as the *Contractor* having substantially hindered the *Client* or Others.

1.11.3 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section 1.11.

**1.12 Discrimination, Bullying and Harassment**

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

1.12.2 Where possible in Providing the Service, the *Contractor* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

1.12.3 Where any employee or SubContractor employed by the *Contractor* or other person on behalf of the *Contractor* or a SubContractor is required to carry out any activity

- alongside the *Client*'s or the *Service Manager*'s employees in any premises or
- on the Affected Property

the *Contractor* ensures that each such employee or SubContractor or other person, save for the *Client*'s employees or agents, complies with the *Client*'s employment policies and codes of practice relating to discrimination and equal opportunities.

1.12.4 The *Contractor* notifies the *Service Manager* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with this 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
- cooperates fully and promptly with the investigatory body, court or tribunal.

1.12.5 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section 1.12.

1.12.6 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 the Staff 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.

1.12.7 A failure to comply with this condition is treated as the *Contractor* having substantially hindered the *Client* or Others.

**1.13 Subcontracting**

1.13.1 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*.

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

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

1.13.3 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section 1.13.

**1.14 Information Modelling**

1.14.1 There are currently no Information Model Requirements. The *Service Manager* will instruct the Information Model Requirements and the period in which the *Contractor* submits their first Information Execution Plan as a change to the Scope

# 2 INFORMATION TECHNOLOGY

## 2.1 Information Security

2.1.1 The *Contractor* prepares and maintains a robust information security plan complying with the *Client*'s security policy and submits it to the *Service Manager* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan includes Procedures which:

(1) ensure compliance with the Data Protection Acts,
(2) protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
(3) ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data and
(4) protect IT systems from viruses and similar threats.

2.1.2 The *Contractor* provides training for its employees and SubContractors in accordance with the security plan.

## 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 HMG Security Policy Framework (SPF) including HMG IA Standard No. 1 - Technical Risk Assessment, October 2009, Issue No: 3.51 and ICT Offshoring (International Sourcing) Guidance dated July 2011 or any later revision or replacement.

2.2.2 The *Contractor* does not store any of the *Client*'s data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement):

(1) offshore or
(2) in any way that it could be accessed from an offshore location

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

(1) the *Client* has gained approval for such storage in accordance with "Offshoring information assets classified at OFFICIAL" dated November 2015 (or any later revision or replacement) or
(2) such approval is not required.

2.2.3 The *Contractor* ensures that no premises are used in Providing the Services until

(1) such premises have passed a Risk Assessment or

(2) the *Service Manager* confirms to the *Contractor* that no Risk Assessment is required

2.2.4 The *Contractor* complies with a request from the *Service Manager* to provide any information required to allow the *Client* to

(1) gain approval for storing data or allowing access to data from an offshore location in accordance with 2.2.2 or
(2) conduct a Risk Assessment for any premises in accordance with 2.2.3

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 section 2.2.

2.2.6 A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with his obligations.

**2.3 Information Systems**

2.3.1 The *Contractor* maintains and operates the Business Information Gateway interface in accordance with Annex 6 for:

(1) the management of information and records relating to the Affected Property,
(2) the support of decisions relating to programmes of work for maintenance and improvement of the Affected Property,
(3) receiving and transmitting communications, information, records and data from and to the *Service Manager* and
(4) the operation of management information systems, which are part of the information and communication technology owned and managed by the *Client*.

2.3.2 The *Contractor* operates the *Client*'s Current Systems and the *Client*'s New Systems detailed in Annex 6.

2.3.3 The *Contractor* uses those systems, standards and procedures detailed in Annex 6, and facilitates new operating practices required as a result of the *Client*'s amendments to the systems, standards and procedures detailed in Annex 6.

2.3.4 Within two weeks of a termination for any reason, the *Contractor* returns to the *Client* any confidential or proprietary information belonging to the *Client* in the *Contractor*'s possession or control and deletes (and procures that any SubContractor deletes) any electronic information or data held by the *Contractor* or any SubContractor relating to the *Client* or this contract.

## 2.4 Integrated Asset Management Information Systems

2.4.1 The *Contractor* collects all asset data in accordance with the Asset Data Management Manual.

## 2.5 Data protection

2.5.1 Data Protection Acts are the Data Protection Act 1998 and any other laws or regulations relating to privacy or personal data.

2.5.2 For the purposes of this contract and the Data Protection Acts

- the *Client* is the Data Controller and
- the *Contractor* is the Data Processor.

2.5.3 Personal Data is information received by the *Contractor* in relation to this contract, which relates to living individuals who can be identified

- from that information or
- from that information combined with other details in (or likely to come into) the possession of the *Client*.

2.5.4 The *Contractor* processes the Personal Data in accordance with (and so as not to put the *Client* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under this contract.

2.5.5 The *Contractor* has in place for as long as it holds the Personal Data

- appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

2.5.6 The *Contractor* immediately notifies the *Service Manager* if it receives

- a request from any person whose Personal Data it holds to access his Personal Data or
- a complaint or request relating to the *Client*'s obligations under the Data Protection Acts.

2.5.7 The *Contractor* assists and co-operates with the *Service Manager* in relation to any complaint or request received, including

- providing full details of the complaint or request,
- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Service Manager* and
- promptly providing the *Client* with any Personal Data and other information requested by him.

2.5.8 The *Contractor* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Personal Data in any form or medium.

2.5.9 The *Contractor* immediately notifies the *Service Manager* on becoming aware of any breach of this section 2.5 or of the Data Protection Acts by the *Contractor* or any SubContractor.

2.5.10 The *Contractor* does not process the Personal Data outside the European Economic Area without the agreement of the *Service Manager*. Where the *Service Manager* agrees, the *Contractor* complies with the instructions of the *Service Manager* and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998.

2.5.11 A failure to comply with this condition is treated as the *Contractor* having substantially hindered the *Client* or Others.

## 3 CONFIDENTIALITY, SECURITY AND CONFLICT OF INTEREST

### 3.1 Confidentiality, Security & Conflict of Interest

3.1.1 The *Contractor* arranges for staff to be vetted in accordance with the requirements of the Contractor in Annex 8 whether this be during or after mobilisation.

3.1.2 The *Contractor* manages conflict of interest in accordance with the requirements of the Contractor in Annex 8.

### 3.2 Official Secrets Act

3.2.1 The Official Secrets Act 1989 applies to this contract during and after the end of the *service period*. The *Contractor* notifies his employees and SubContractors of their duties under this Act.

3.2.2 A breach of paragraph 3.2.1 is treated as the *Contractor* having substantially hindered the *Client* or Others.

# 4 COMMERCIAL MANAGEMENT

## 4.1 Commercial Management

4.1.1 The *Contractor* complies with the requirements and processes in Annex 9 in relation to receiving instructions from the *Service Manager* to Provide the Services.

## 4.2 Cost Reimbursable Service

4.2.1 For each Cost Reimbursable Service, and at least two weeks before commencing the task, the *Contractor* prepares and submits the following information to the *Service Manager* for agreement:

(1) a definition of the detailed scope of the service, using an outline scope provided by the *Service Manager* where applicable,
(2) details of why the Cost Reimbursable Service is required,
(3) a schedule of items,
(4) a detailed estimate showing resources, including people categories, time allowed, Defined Cost plus Fee and any other costs, against each item in the Price List,
(5) a risk register,
(6) a detailed programme of items with milestones and
(7) a financial forecast showing the weekly anticipated cost.

4.2.2 The *Contractor* does not commence each Cost Reimbursable Service without the written agreement of the *Service Manager*. The *Service Manager*'s instruction will outline the scope of service 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* will provide the *Service Manager* with a detailed breakdown of the costs showing resources, including people categories, time allowed, Defined Cost plus Fee and any other costs, within three days of completion of the service, unless approved otherwise 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 9.

### 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*.

## 6 COMMUNITY

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 In order to Provide the Service, the *Contractor*:

(1) consults and liaises with all relevant authorities to ascertain their requirements or advice on relevant matters in connection with the Affected Property,
(2) informs the *Service Manager* of such consultation and provides advice and recommendations on the requirements of all authorities,
(3) 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*,
(4) develops procedures for liaison with the *Client*'s traffic officers and other stakeholders and interested parties for acceptance by the *Service Manager*,

(5) provides information to the *Client*'s traffic officers as required to enable them to perform their duties,
(6) 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,
(7) assists the *Client* in approving the interface between the *Client*, Emergency Services and other highway authorities,
(8) 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*,
(9) 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,
(10) establishes liaison procedures with the HADECS Suppliers and the VMS Suppliers and
(11) establishes liaison procedures with the organisations listed in the Network Information section 7 and any others that may be required.

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

7.1.3 The *Contractor*:

(1) adheres to the Considerate Constructors Scheme's principles,
(2) complies with the Considerate Constructor Scheme's Code of Practice and
(3) assists Construction Umbrella Bodies (Holdings) Limited to develop the Considerate Constructor Scheme so that it applies to contracts for works or services similar to those which the *Contractor* carries out under this contract.

**7.2 Disclosure Requests**

7.2.1 Disclosure Request is a request for information relating to this contract received by the *Client* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.

7.2.2 The *Contractor* acknowledges that the *Client* may receive Disclosure Requests and that the *Client* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Client* consults with the *Contractor* before doing so in accordance with the relevant Code of Practice.

7.2.3 The *Contractor* uses its best endeavours to respond to any such consultation promptly and within any deadline set by the *Client* and acknowledges that it

is for the *Client* to determine whether or not such information should be disclosed.

7.2.4 When requested to do so by the *Service Manager*, the *Contractor* promptly provides information in its possession relating to this 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.

7.2.5 The *Contractor* promptly passes any Disclosure Request which it receives to the *Service Manager*. The *Contractor* does not respond directly to a Disclosure Request unless instructed to do so by the *Service Manager*.

**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* meets the requirements of Annex 13 in relation to health and safety duties.

8.1.2 Asbestos:

(1) 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,

(2) The *Client* arranges for asbestos surveys by Others where required,

(3) 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*

(4) 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 reactive 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* undertakes improvement and renewals works in the *Client*s 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 MANAGING NETWORK OCCUPANCY

10.1.1 The *Contractor* complies with the requirements of Network Occupancy Requirements and Concept of Delivery.

## 11 BUSINESS CONTINUITY

11.1.1 The *Contractor* undertakes a business continuity plan test event, testing 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.

11.1.2 The *Contractor* implements any proposed amendments as instructed by the *Service Manager*.

## 12 MOBILISATION

### 12.1 Mobilisation

12.1.1 The *Contractor* designs and documents a mobilisation plan and submits it to the *Service Manager* for acceptance within two weeks of the *starting date*.

12.1.2 The mobilisation plan includes all the tasks necessary during the Mobilisation Period to Provide the Service from the *access date*. The plan includes the following:

(1) a programme of all tasks during the Mobilisation Period and methodology for these tasks,
(2) the preparation and management of a risk register relating to mobilisation tasks,
(3) a programme for the production of the individual Annex 16 process designs,
(4) a date for submission of the annual commercial plan that is no later than six weeks prior to the *access date*,
(5) a date for submission of an information security plan that is no later than six weeks prior to the *access date* and
(6) dates for procurement of resources so that the *Contractor* is fully able to Provide the Service at the *access date*.

12.1.3 The *Contractor*

(1) establishes the relevant components of the Business Information Gateway interface,
(2) 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* shall permit and manage the installation on his computer network of the software which provides the functionality to safeguard the equipment. The *Contractor* shall agree with the *Client* during the Mobilisation Period to arrange relocation of the TRAKA cabinets, if required,
(3) 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,

(4) 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,

(5) participates in the establishment of the Community,

(6) prepares the Quality Plan no later than four weeks prior to the *access date*,

(7) attends a one-day *Client*'s workshop to review use of Lean principles for continual improvement prior to the *access date*,

(8) 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*.

The 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.

(9) 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.

(10) becomes familiar with the Affected Property and all interfaces and boundaries,

(11) 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,

(12) engages in testing of any interfaces required by the *Contractor* to access the IAM IS,

(13) 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,

(14) advises the *Service Manager* of any additional services, which the *Contractor* considers appropriate to be performed during the Mobilisation Period no later than eight weeks prior to the *access date*,

(15) prepares a records policy document including the disposal of records based upon the *Client*s records policy and submits it to the *Service Manager* for approval, no later than six weeks prior to the *access date*,

(16) prepares a business continuity plan that complies with ISO22301:2012 and best industry practice and submits the draft plan to the *Service Manager* no later than two months before the *access date* for comment. The *Contractor* finalises the business continuity plan prior to the *access date*,

(17) submits details of the banking arrangements for the Project Bank Account to the *Service Manager* for acceptance,

(18) establishes the Project Bank Account in accordance with the *conditions of contract* and

(19) submits the Trust Deed including all proposed Named Suppliers within 1 week of the establishment of the Project Bank Account.

(20) updates the Price List in accordance with Clause Z40 of the Contract Data, and produces both an Annual Commercial Plan and a three year Service Plan in accordance with Annex 15.

(21) prepares an environmental management plan in accordance with paragraph 2.4.1 of Annex 27.

(22) develops a formal health and safety management system a health and safety management in accordance with paragraph 1.2.1 of Annex 13

(23) produces an evidence based Inclusion Action Plan in accordance with paragraph 3.1.3 of Annex 27.

(24) supports the Service Manager to gather and analyse customer and communities intelligence in accordance with paragraph 3.3.6 in Annex 27

(25) produces Apprenticeship proposals in accordance with paragraph 3.6.2 of Annex 27

(26) prepares a Health and Safety Maturity Matrix Action Plan in accordance with paragraph 1.3.1 of Annex 13.

(27) registers for FORS (or an alternative scheme) in accordance with paragraph 1.5.1(1) of Annex 13.

## 12.2 Pensions

12.2.1 Defined Terms:

(1) Appointed Actuary is the actuary appointed to the *Contractor*'s Pension Plan from time to time in accordance with Section 47 of the Pensions Act 1995 and the regulations made under it.

(2) *Contractor*'s Alternative Pension Plan is the pension scheme established or nominated by the *Contractor* for the purposes of paragraph 12.2.8 and which satisfies the conditions set out in paragraph 12.2.9.

(3) *Contractor*'s Pension Plan is the pension scheme established or nominated by the *Contractor* for the purposes of 12.2.2 and which satisfies the conditions set out in paragraph 12.2.3.

(4) GAD Certificate is the certificate issued by the Government Actuary's Department in respect of the *Contractor*'s Pension Plan (or any replacement pension scheme established or nominated by a SubContractor) confirming the broad comparability of the *Contractor*'s Pension Plan (or the replacement scheme) to the Original Scheme.

(5) Local Government Pension Scheme is the pension scheme governed by the Local Government Pension Scheme Regulations (SI 1997/1612) as amended from time to time.

(6) Original Scheme is the Local Government Pension Scheme or such other public service pension scheme as was applicable.

(7) Outgoing *Contractor*'s Pension Scheme is the registered pension scheme or schemes operated by an Outgoing *Contractor* immediately prior to the *access date* which has been certified by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Original Scheme.

12.2.2 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* and
- 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.

12.2.3 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.

12.2.4 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*.

12.2.5 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~~6~~.

12.2.6 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* shall pay to the receiving scheme the amount of the difference.

12.2.7 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.

12.2.8 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 his previous public sector *Client* and been made redundant by that *Client* on the date on which his employment is actually terminated by the *Contractor*, is paid from the *Contractor*'s Pension Plan,

- in the event that 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.

12.2.9 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* and (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.

12.2.10 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.

12.2.11 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.

12.2.12 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*.

12.2.13 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.

## 13 ANNUAL COMMERCIAL PLAN

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

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

## 14 QUALITY MANAGEMENT

### 14.1 Quality Plan

14.1.1 The *Contractor* complies with the requirements in Annex 16 for the preparation, implementation and ongoing updating of its Quality Plan.

### 14.2 Audits

14.2.1 The *Contractor* complies with the audit requirements in Annex 16.

### 14.3 Performance Management

14.3.1 The *Contractor* manages performance in accordance with Annex 17.

14.3.2 The *Contractor* submits a Monthly Review Progress Report in accordance with the guidance in Annex 3.

### 14.4 Continual Improvement

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

14.4.2 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.

14.4.3 The *Contractor* develops enhancements over and above their existing duties when instructed by the *Service Manager* in accordance with clause Z31 of the Contract Data.

**14.5 Records**

14.5.1 The *Contractor* creates and maintains and records in accordance with Annex 19.

14.5.2 The *Contractor* undertakes translation of existing records into an accepted format when instructed by the *Service Manager*.

**15 DEMOBILISATION**

15.1.1 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*.

(1) all relevant inventories and records including any electronic inventories/records,
(2) records of all work, maintenance and services carried out,
(3) 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*.

15.1.2 The *Contractor*:

(1) 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,
(2) co-operates with the Incoming *Contractor* and the *Client* to discuss and agree a detailed plan to ensure a smooth transfer of operation,
(3) 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
(4) 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*.
(5) 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.

## 16 DELIVER MAINTENANCE SOLUTIONS

### 16.1 Stock Maintenance

16.1.1 The *Contractor* provides a cyclic maintenance service for the *Client*'s Stocks in compliance with Annex 21.

16.1.2 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*.

16.1.3 The *Contractor* maintains and manages a supply of Materials required to react in a timely manner to a *Service Manager*'s instruction to repair the Affected Property. The *Contractor* finances the cost of this material between purchase and instruction to incorporate the Material in the Affected Property.

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

### 16.2 Not Used

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

16.3.1 The *Contractor* repairs defects, not resulting from an Incident, for fences, walls, screens and environmental barriers to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

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

16.4.1 The *Contractor* provides a cyclic maintenance service for road restraint systems (Vehicle and Pedestrian) to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.4.2 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 Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

## 16.5 Asset Type: 0500 – Drainage and Service Ducts

16.5.1 The *Contractor* provides a cyclic maintenance service for the drainage system (excluding balancing ponds, pumping stations and ancillary items) to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.5.2 The *Contractor* provides a cyclic maintenance service for the balancing ponds, pumping stations and ancillary items to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification as instructed by the *Service Manager*.

16.5.3 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for the drainage system (excluding balancing ponds, pumping stations and ancillary items) to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

16.5.4 The *Contractor* provides a cyclic maintenance service and repairs defects, not resulting from an Incident caused by a third party, for balancing ponds, pumping stations and ancillary items as instructed by the *Service Manager*.

## 16.6 Asset Type: 0600 - Geotechnical Assets

16.6.1 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for geotechnical assets to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

## 16.7 Asset Type: 0700 – Pavements/Paved Areas

16.7.1 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for pavements and paved areas to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

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

16.8.1 The *Contractor* provides a cyclic maintenance service for traffic signs, road markings and road studs to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.8.2 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 Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

## 16.9 Asset Type: 1300 - Lighting

16.9.1 The *Contractor* provides a cyclic maintenance service for lighting equipment to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.9.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for lighting equipment to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

## 16.10 Asset Type: 1700 - Structures

16.10.1 The *Contractor* provides a cyclic maintenance service for structures to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.10.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for structures to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

## 16.11 Asset Type: 2200 – Tunnels

16.11.1 The *Contractor* provides a cyclic maintenance service for tunnels to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.11.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for tunnels to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

## 16.12 Asset Type: 3000 - Ecological and Biodiverse Habitats

16.12.1 The *Contractor* provides a cyclic maintenance service for the ecological and biodiverse habitats to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.12.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for the ecological and biodiverse habitats to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

### 16.13 Asset Type: 3100 - Soft Estate Landscape

16.13.1 The *Contractor* provides a cyclic maintenance service for the semi-natural, improved/semi-improved and landscaped parts of the Affected Property to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.13.2 The *Contractor* repairs defects, not resulting from an Incident caused by a third party, for the semi-natural, improved/semi-improved and landscaped parts of the Affected Property to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

### 16.14 Asset Type: 4000 – Sweeping and Cleaning

16.14.1 The *Contractor* provides a cyclic maintenance service for sweeping and cleaning the Affected Property to comply with the Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification, Annex 20 and the Required Level of Service specification.

16.14.2 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 Cyclic and Reactive Maintenance Delivery Plan, Concept of Delivery, Specification and Annex 20 as instructed by the *Service Manager*.

### 16.15 Traffic Management and Access Equipment

16.15.1 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.

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

16.15.3 The *Contractor* collaborates with the *Client* and Others to share traffic management and roadspace.

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

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

### 16.16 Other Duties

16.16.1 The *Contractor* inspects the Affected Property in accordance with Annex 20 as instructed by the *Service Manager*

## 17 DELIVER SEVERE WEATHER PLAN

### 17.1 Take Delivery of Salt

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

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

### 17.2 Salt Management

17.2.1 The *Contractor* manages salt in accordance with Severe Weather Plan, Annex 22 Part 2 and Annex 20.

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

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

### 17.3 Drivers on Standby

17.3.1 The *Contractor* provides and manages drivers on standby in accordance with Severe Weather Plan and Annex 20.

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

### 17.4 Maintain Winter Fleet

17.4.1 The *Contractor* maintains the winter fleet in accordance with Severe Weather Plan, Annex 22 Part 1 and Annex 20.

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

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

17.4.4 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.

17.4.5 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.

17.4.6 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.

17.4.7 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*.

17.4.8 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.

**17.5 Manage Brine**

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

**17.6 Maintain Saturator**

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

**17.7 Reporting**

The *Contractor* provides up to date operational, plant, salt and fuel resilience information in accordance with section 4 of the Severe Weather Plan and Annex 20 to enable the *Client* to continually monitor stock levels.

**17.8 Other Severe Weather Duties**

17.8.1 The *Contractor* provides other severe weather duties in accordance with the Severe Weather Plan and Annex 20 that are not covered by items 17.1 to 17.8, 17.10 or 17.11 as instructed by the *Service Manager*.

**17.9 Fuel**

17.9.1 The *Contractor* supplies fuel to be used in the *Client*s vehicles in accordance with section 5 of the Severe Weather Plan, Annex 20 and Annex 22 as instructed by the *Service Manager*.

### 17.10 Snow Clearance

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

## 18 DELIVER INCIDENT RESPONSE

### 18.1 Incident Response

18.1.1 The *Contractor* provides Incident Response in relation to the Affected Property to comply with the Incident Response Plan, Severe Weather and Incident Response Performance Requirements and Annex 20 which provides:

(1) a central point of contact and holder of information
(2) a 24 hours a day, seven days a week incident response service deployed as required by the *Client*s Regional Operations Centre
(3) information to complete Tactical Incident Response Plan and allow *Client* to decide on the appropriate action
(4) liaison with the *Client*'s Regional Operations Centres to escalate incident management to a tactical (silver) or strategic (gold) level when required and keep them informed
(5) information with respect to a green claim as detailed in section 18.2 below.

18.1.2 The *Contractor* carries out Incident Response services not listed in 18.1.1 and makes safe the Affected Property as instructed by the *Service Manager*.

18.1.3 The *Contractor* reports to the *Service Manager* any instruction received from the Emergency Services.

### 18.2 Green Claims

18.2.1 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 *Contactor* will need to record and provide includes but is not limited to:

(1) Vehicle details: Registration, make, model and colour
(2) Driver Details: Name, address, Insurance details
(3) Photos of the vehicle/s and the scene
(4) Photos of each item of damage
(5) Photos of each repair
(6) Site Diaries/Repair Records or equivalent
(7) Time sheets/Allocation Sheets with both a physical or digital approval and signature
(8) Cost Breakdowns

(9) Subcontractor Application for payment and signed notification of payment (if applicable)
(10) Traffic Management layouts and traffic counts/monitoring
(11) Material sheets with quantities
(12) Narrative of Distress Premium

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

(1) M&R Contract Incident Log
(2) Photographs

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

18.2.4 For each incident and associated repairs, the *Contractor* must also 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.

18.2.5 The *Contractor* retains records of all of the information sent to the *Service Manager* and/or 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.

**18.3 Red Claims**

18.3.1 Within 14 calendar days of being notified of a Red Claim, the *Contractor* provides the information relating to the incident which gave rise to the Red Claim (including details of the incident itself and of any repairs undertaken as a result) to the *Service Manager:*

(1) Full details of incident or defect which will include any photos associated with that incident or defect. These should include before and after any repairs.

(2) Information and summaries of any complaints, incidents and repairs relating to a location or defect as required

(3) 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.

(4) Witness statements from Safety Inspectors and maintenance crew or others where required.

(5) Other information as instructed when notified of the Red Claim.

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

18.3.3 If the *Contractor* fails to provide information in accordance with paragraphs 18.3.1 and 18.3.2 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 in connection with the Red Claim.

18.3.4 The *Contractor* holds such records for a period of not less than six years from the date of issue. When instructed by the *Service Manager*, the *Contractor* provides a copy of these records:

(1) to the person,
(2) in the format,
(3) with software licences,
(4) within the time period,

specified by the *Service Manager*.

## 19 RESTORE ASSET CONDITION AFTER INCIDENT

19.1.1 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*.

19.1.2 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*.

## 20 DELIVER SCHEMES

20.1.1 The *Contractor* will deliver minor renewal and improvement works as set out in Annex 28.

## 21 CUSTOMER SERVICE

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

## 22 ENVIRONMENTAL MANAGEMENT & SUSTAINABILITY

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