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# 1 Service Structure

## 1.1 Description and Scope of Services

- 1.1.1** The Contractor provides highways maintenance and related services (the Services) within the boundaries of Kent (the Network) in accordance with the Scope. The scope of the Services includes
1. Routine Maintenance (carriageway, footway, structure repairs)
  2. Winter Service
  3. Emergency and Out of Hours Response;
  4. Drainage, Gully Emptying and Repairs;
  5. Signs, Lines and Barriers Maintenance
  6. Highways Improvement Schemes
  7. Professional Services to support the other services within the scope of the Contract;
  8. Highway surface treatment and smaller patching / small resurfacing works (excluding annual programmed resurfacing)
- 1.1.2** Therefore, there will be two main elements of service to be included within this contract. The Core Services and Schemes, which are described in detail in sections 3 and 4 of the document and which will also include all duties outlined in the Business Management information in section 2.
- 1.1.3** The Client retains the right to instruct another provider to carry out Highway Improvement Schemes over a threshold, of £2,000,000, for any works which constitutes a Scheme (as defined in the Contract) in relation to all Services. The Contractor acknowledges that the Client may wish to procure Services from other providers from time to time. Any such arrangements will be agreed via the Strategic Contract Board.
- 1.1.4** The Contractor provides the Services in order to promote the achievement of the Client's Objectives as updated and revised by the Client from time to time.
- 1.1.5** The Contractor complies with the Client's policies notified to the Contractor or otherwise published by the Client on its website from time to time.

## 1.2 The Client's Objectives

- 1.2.1** The Client's Objectives are:

- [REDACTED]

which the Contractor will be expected to assist the Client to realise. This will be reflected in the future objectives outlined in the Annual Contractor's Report.

### **1.3 Contract Management and Governance**

- 1.3.1** The Contractor and the Client manage the delivery of the Services in accordance with the contract management governance arrangements as set out in this Scope.
- 1.3.2** The Contractor and the Client jointly review the means of delivering the Services through the Strategic Contract Board and delivery teams.
- 1.3.3** The Strategic Contract Board will initially comprise equal membership from the Contractor and the Client but membership shall be reviewed by the members of the Strategic Contract Board to reflect the changing requirements of the delivery of the Services.
- 1.3.4** Representatives of supply chain partners may be invited to attend meetings of the Strategic Contract Board if agreed by the members.
- 1.3.5** The role of the Strategic Contract Board is to:
  - 1.3.5.1** give strategic direction to the management of the Network and achievement of the Client's Objectives;
  - 1.3.5.2** give direction for, review and approve all key tools for managing the Network including the Transport Asset Management Plan, Local Transport Plan, 3 year rolling programmes, annual plans and the Accepted Programme;
  - 1.3.5.3** promote the development of an aligned, shared culture and behaviour based upon a "one-team approach", through a culture change programme commencing during mobilisation, and to promote, evolve and reinforce shared culture and behaviour throughout the life of the Contract;
  - 1.3.5.4** challenge solutions proposed for improving performance of the Network in order to achieve best value and to ensure proposed outputs support achievement of the Client's Objectives;
  - 1.3.5.5** create and maintain a collaborative process and team culture between all those involved in meeting or contributing to the Client's Objectives;
  - 1.3.5.6** provide leadership, commitment and motivation for a successful service;

#### **Budget / Finance**

- 1.3.5.7 consider any recommended changes to this Contract, considering any implications (financial or otherwise) which flow from such changes;
- 1.3.5.8 consider recommendations on budget and programme issues to meet the Client's Objectives;
- 1.3.5.9 take an overview of spending levels on different activities;
- 1.3.5.10 agree the prioritisation of all revenue and capital spending including the aim to move from reactive to an asset management approach;
- 1.3.5.11 manage expenditure, budgets and forecasts and income from all activities;
- 1.3.5.12 ensure that all financial reports comply with best accounting practice and in full compliance with the requirements of local authorities and the requirements of the Contract;
- 1.3.5.13 review the financial reports as part of the Client's corporate governance requirements;

#### **Performance Management**

- 1.3.5.14 monitor performance achievements against measures of performance, standards, and set and agree proposals for improving performance
- 1.3.5.15 promote continual improvement by challenging performance of the Services and delivery of the Client's Objectives;
- 1.3.5.16 agree priorities and standards for year-on-year continuous improvements through the performance management regime;
- 1.3.5.17 take benchmarking advice and agree future performance measures and standards;
- 1.3.5.18 review and respond to the Annual Contractor's Report;
- 1.3.5.19 consider all issues connected with continuous improvement;

#### **Service Delivery**

- 1.3.5.20 continually review the make-up of the delivery teams to make best use of resources from the Client and Contractor;
- 1.3.5.21 review and make best use of the supply chain;
- 1.3.5.22 review the health and safety performance of the Client, Contractor and the supply chain;
- 1.3.5.23 continually review the success in the employment of apprenticeships;

**1.3.5.24** consider the success of SMEs and local businesses in obtaining work from the Contract;

**1.3.5.25** monitor if the Contractor is meeting its target of a minimum of 60% directly employed staff and investigates if it is failing to do so;

**Innovation / Improvements**

**1.3.5.26** consider all issues relating to innovation and improvements to the services and consider proposals regarding the implementation and monitoring of any innovation or improvement;

**Disputes Resolution**

**1.3.5.27** resolve disputes between the Client and the Contractor as referred to it in accordance with the Contract;

**Shared Culture and Behaviour**

**1.3.5.28** monitor the effectiveness of implementation of the shared culture and behaviour, and consider proposals for improvement.

**1.4 Not Used**

## **2 Business Management**

### **2.1 Service Planning and Programming**

- 2.1.1** The Client develops the [Policy and Strategy] for management of the Network and takes the lead in development of the [Local Transport Plan, Transport Asset Management Plan] and asset investment plans and budget allocations.
- 2.1.2** The Contractor supports the Client by providing input into these activities by contributing to innovation and good practice from other contracts including those outside highways.
- 2.1.3** The Client develops an integrated forward works programme with Contractor input for all works on the Network. From 2023/2024 the Client will use this as the basis of its aim for developing a 3 year rolling forward works programme and will be reviewed annually. The Client with input from the Contractor jointly develops a detailed annual plan of works consistent with the 3 year programme and based on anticipated budget allocations prior to the commencement of each Financial Year. This includes capital and revenue funded works.
- 2.1.4** The Contractor supports the Client to collect, analyse and interpret asset condition and other survey data to identify, and recommend and prioritise proposed programmes of work for the 3 year programme and annual plan. The Contractor takes into account whole life value, observations of the Network and customer requirements in developing its proposals.
- 2.1.5** The Contractor schedules and programmes the Services to deliver the agreed annual plans of work in order to make optimum use of resources and minimise disruption to the Network. The Contractor submits its first proposed programme to the Client for review and acceptance prior to the Starting Date. The Contractor submits programmes for subsequent Financial Years for review and acceptance in good time prior to the start of each Financial Year which enables the Client's to comply with budget setting, approvals and democratic processes.
- 2.1.6** The Contractor coordinates its works with Others and carries out noticing request in accordance with Kent Permitting Scheme Section as noted in section 2.13.

### **2.2 Performance Management**

- 2.2.1** There will be three levels of 'measures of performance' and these will provide a link between performance standards offered to the public and driving efficiency in the business. There will be links between the measures of performance in the Contract and wider corporate initiatives such as 'Bold Steps for Kent'. Each

measure will have an agreed 'measurement definition' developed by the Client and Contractor and there will be a clear link between all three levels of measures.

**2.2.2** The three levels will be:

**Strategic** – measures designed to show that the Client's priorities are being met and where the Contractor can influence outcomes. These measures report the outcomes of the highway service and are not wholly dependent on the Contractor but recognise the role they play in the delivery of this key Client priority.

**Operational** – measures the Contractors operational contractual obligations and where the Contractor has sole or contributory control with the Client. These measures help managers undertake the 'performance management' role. They are reported day to day, week by week and month by month so the direction of travel can be seen and management action agreed and taken when front line staff are not empowered to do so themselves.

**Management** – measures which are cascaded down from strategic and/or operational levels and are used by the team managers and staff to help identify performance improvement priorities for their teams' work. These are front line measures that are reviewed hour by hour and day by day so staff can understand and improve how they work and are empowered to take decisions and try things to improve performance today, tomorrow or next week.

**2.2.3** The 'measures of performance' and performance standards will be reviewed annually and approved by the Strategic Contract Board to ensure that there is continuous improvement during the Contract duration.

**2.2.4 Strategic Performance Measures (SPMs):** measure the Client's and Contractor's contribution to meeting the Client's objectives for the highways service in Kent. These will be linked to the determination of Contract extensions. These measures are mainly outcome based and are of importance to the Client and the public and are not dependant on who delivers the Service.

**2.2.5** A small number of SPMs will be identified that align with the Client's objectives for highways services. At the outset of the Contract, these will be:

Number	SPM	Standard
SP1	Congestion - journey time reliability	Each urban area will have its own standard - to be agreed
SP2	Road Casualties (killed and seriously	Year on year reduction - to



	injured)	be agreed
SP3	Customer % net satisfied with the condition of roads, pavements and streetlights	Year on year improvement linked to current annual tracker survey results
SP4	Member and Parish % net satisfied with the service provided by the Service (i.e. through contact with gangs, contact centre, HMC etc)	Year on year improvement linked to current annual tracker survey results
SP5	% reduction in CO2 emissions	Year on year reduction based on Contractors operation
SP6	The delivery of demonstrable efficiency, innovation and cost savings in service and environmental improvements delivered to the Client an annual basis over the Contract duration	Year on year evidence
SP7	Condition/Improvement of asset (to be defined including consideration of any emerging national indicators) condition in accordance with the TAMP	To be agreed

**2.2.6** These measures of performance and standards will be reviewed on an annual basis by the Strategic Contract Board. The Contractor will report their progress against the SPMs as part of the Annual Contractor's Report. For those standards yet to be agreed, the Client and Contractor will agree these within 6 months of the Contract start date.

**2.2.7** **Management Performance Measures (MPMs):** these measures will be developed once the strategic and operational measures have been finalised.

**2.2.8** These will be front line measures which are updated on a real time / daily basis for staff to influence current or short term performance. These need to be developed with managers and staff so they can feel engaged in performance management. This will ensure that measures relate to the process that all staff are signed up to. The staff will see the importance of measurement and the understanding of performance at key stages in the process. Further to this, they will have an understanding of how their ownership and improvement of the process can affect performance outcomes that link from their personal targets through to Operational and Strategic Measures. Staff must see that their ownership and their pulling or pushing levers in the process has an impact on performance and how customers and Members see and perceive the hard work they put into work day in and day out.

- 2.2.9** The Contractor will produce an Annual Contractor's Report by the end of April each year, for the preceding Client's financial year period (April-March) this will inform the case for extensions.
- 2.2.10** The Annual Contractor's report will be both an objective and subjective review of the last 12 months and specifically deal with:
- the Contractor's contribution to the Strategic Performance Measures. Where there is a direct measurable of the Contractor's performance fully within his control (i.e. CO2 emission) this should be clearly outlined. Where the contribution by the Contractor is considered to be less objectively measurable i.e. KSI result then the Contractor will provide examples of the Contractor's initiatives to help support the achievement of the SPM.
  - the Contractor's contribution to the Business Management activities such as business planning, business continuity, depot management and training and people development, value for money/innovation/continuous improvement etc. It is essential therefore that the Contractor has a formal mechanism for this added value to be recognised and taken into account for any extension decision
  - the Contractor will also provide suggestions for the following year's measures of performance and standards as part of the Annual Contractor's Report.
- 2.2.11** Not used ClientContractorThe Contractor Provides the Services to meet the measures of performance and annual performance standards.
- 2.2.12** During the Contract Period, the Contractor collects and reports performance data and reports performance against the measures of performance in the format and at the frequency set out. The Contractor Provides to the Service Manager further information and access to records that the Service Manager may require in order to verify the Contractor's performance. The Contractor will work with the Service Manager to develop the best way to report hour by hour, day by day performance management dashboards to front line staff as well as the weekly and monthly reporting to key stakeholders and the public.
- 2.2.13** The Contractor and Service Manager hold monthly performance review meetings to determine current and projected performance and take appropriate actions.

## **2.3 Continuous Improvement, Innovation and Efficiencies**

- 2.3.1** During the mobilisation period, the Service Manager and Contractor develop a programme to carry out a comprehensive process mapping/business improvement programme

encompassing both the Client and Contractor to identify new processes and structures to respond to budgeting pressures and to improve efficiencies. The Service Manager and Contractor present to the Client a proposed programme for review and approval and implement the same when instructed.

- 2.3.2** The Service Manager and the Contractor continuously review the delivery of the Services to identify opportunities for continuous improvement and efficiencies throughout the life of this Contract.
- 2.3.3** The Contractor demonstrates that it is delivering value for money and in line with market rates by undertaking benchmarking exercises and other comparisons and submits the outcomes to the Service Manager as and when reasonably required. This will be considered as part of the Annual Contractor's Report.
- 2.3.4** The Contractor works with the Service Manager to bring forward innovations relating to energy savings and assisting the Client to meet its Carbon Reduction Commitment targets. The Client and Contractor jointly identify the opportunities through individual business cases that must be authorised and supported with measurable data with a clearly articulated rate of return on investment. The Parties identify and input into business cases as required.

## **2.4 Financial Management**

- 2.4.1** The Contractor uses financial management processes and systems that interface with the Client's CONFIRM Works and Asset Management System ('WAMS') and other financial management systems.
- 2.4.2** The Contractor supplies any relevant information required in a timely manner and in a format to ensure that the Client can meet its corporate financial measurement requirements including:
- Financial procedures to be complied with e.g. revenue / capital split;
  - Invoicing and works ordering requirements;
  - Auditing requirements;
  - Cost Capture and recording;
  - Record keeping;
  - Involvement in budget setting and timescales for approvals / notification of annual and forward budgets;
  - ICT financial systems;
  - the Client's financial policies and protocols.
- 2.4.3** The Contractor ensures that copies of any invoices from Subcontractors and other suppliers relating to the Services, where such Services are undertaken under Option E, are

available to the Service Manager upon request and other information reasonably required by the Service Manager.

**2.4.4** The Contractor provides financial forecasts to the Service Manager to assist in the monthly and annual forecasting and budgeting process.

**2.4.5** The Contractor submits application for payment no later than 12 weeks after the Task Completion Date or the end of the Financial Year.

## **2.5 Information Management Systems and Communications**

**2.5.1** The Client uses CONFIRM WAMS which provides:

- Street register;
- Asset register;
- Customer services module;
- Defect logging and resolution;
- works order management;
- Payment processing;
- Jobcosting repository; and cost data transparency;
- Data mining functionality;
- Systems administration functionality;
- Mobile working elements ( defects and enquiries);
- Integrated map viewer.

**2.5.2** Not used.

**2.5.3** Not used.

**2.5.4** Not used.

**2.5.5** Not used.

**2.5.6** The Contractor uses its information management systems and communications function to provide performance reporting tools. The performance reporting tool will be used to provide detail for performance reporting noted in 2.11 and inform progress against the measures of performance noted in 2.2

**2.5.7** Not used

**2.5.8** Not used.

**2.5.9** Not used.

**2.5.10** To maintain high standards of Service delivery the Contractor's system has the capability to, receive, interrogate and update spatial information from the Client's systems.

**2.5.11** The Contractor ensures that all data and information is kept safe and secure in accordance with the Client's ICT Security Standard as amended from time to time.

**2.5.12** The Contractor and the Service Manager jointly and continually review the information management systems throughout the life of the Contract to ensure that they continue to meet the needs of the Parties.

## **2.6 Integrated Management Systems**

### **General**

**2.6.1** The Contractor implements a recognised accreditation (ISO 9001, 14001, 45001 or similar as amended from time to time) for Health, Safety, Environmental & Quality Management Systems which extends, where practicable, across all Services and supply chain partners. The Contractor integrates its systems with the [quality procedures of the Client].

**2.6.2** The Contractor advises the Client on best practice and in H.S.E.Q Management from other contracts and wider industry.

**2.6.3** The Contractor partakes in the Highway Client and Utilities Committee (HAUC) audits as part of the highway authority contractor monitoring programme.

## **2.7 Quality Management**

**2.7.1** Not used.

**2.7.2** Not used.

### **Quality Plan**

**2.7.3** The Quality Plan is appended at [ ]. The Quality Plan defines the services to be provided by the Contractor including but not limited to

- Management and organisation
- Roles and responsibilities
- Resources
- Process, procedures and method statements
- Testing, inspection and auditing of the Services

**2.7.4** The Quality Plan shall be sufficiently detailed to demonstrate how the Contractor will Provide the Services in a manner that seeks to achieve the Client's Objectives and the requirements of the Contract. The Contractor shall keep a controlled copy of the Quality Plan available for inspection.

**2.7.5** The Quality Plan will be a live document that is updated regularly and formally reviewed and updated by the Service Manager and Contractor on an at least an annual basis.

**2.7.6** The Service Manager will carry out routine and additional audits of the Contractor's performance under the Contract. The Contractor will pay the Client the cost of additional audits if a material Non Conformity is found in such additional audits with the routine or additional audits.

## **2.8 Health, Safety & Welfare**

**2.8.1** The Client has a qualified and competent health and safety advisor. The advisor works closely with the Contractor's staff and management team in order to resolve health, safety and environment issues to the satisfaction of the Service Manager.

**2.8.2** The Contractor:

- assists the Client as required in order to fulfil its duties as a "client" under the CDM Regulations
- acts as Principal Contractor, CDM Co-ordinator and Designer where appropriate (not in the case of Schemes), issues the C2 utilities search and provides information to crews before any works commences on site
- compiles the Health and Safety files within 4 weeks following each Task Completion Date and holds the health and safety files containing the information required by the CDM Regulations on behalf of the Client and keep them up to date and available for inspection by any person who may need to refer to the information contained in it and
- complies with all health and safety obligations applicable to the Services by virtue of any legislation from time to time in force.

**2.8.3** The Contractor is responsible for the adequacy, stability and safety of all site operations and methods of construction and complies fully at all times with the provisions of the Health & Safety at Work etc Act 1974 and in particular the requirements of the CDM Regulations 2015.

**2.8.4** The Contractor throughout the progress of the Services and while the Contractor has access to the Network in accordance with the Contract has full regard for the safety of all persons entitled to be upon the Network and any Site and keeps the same (so far as the same is under his control) and the Services (so far as the same have not been handed over to or occupied by the Client) in an orderly state appropriate to the avoidance of danger to such persons and, without limitation, in connection with the Services, provides and maintains at his own cost all lights fencing warning signs when and where necessary or where required by any competent statutory or other authority for

the protection of the Services or for the safety and convenience of the public or Others.

- 2.8.5** Before the commencement of Services on the Network the Contractor provides the Service Manager with access to a copy of his Statement of Health and Safety Policy, and that of any Subcontractor.
- 2.8.6** The Contractor to the extent that he is in control of the Network or any Site or any part of the same within the meaning of Section 4 of the Health and Safety at Work etc. Act 1974 keeps the Network and any Site, its access and egress, safe and without risk to the health of persons using it.
- 2.8.7** The Contractor reports to the Service Manager details of any serious accident or fatality to any person employed by or contracted to him on the Network or any Site as soon as possible after an accident occurs.
- 2.8.8** Subject to the Scope and any changes to it, the Contractor warrants that, it does not specify, approve or use any products or materials which are generally known within the construction industry to be deleterious at the time of use, in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:
- relevant British Standards or Codes of Practice or any European Union equivalent current at the date of use; or
  - any publications of the Building Research Establishment related to the specification of products or materials.
- 2.8.9** If in the performance of its duties under this Contract, the Contractor becomes aware that he or any other person has specified or used, or authorised or approved the specification or use by Others of, any such products or materials, the Contractor notifies the Service Manager in writing immediately. For the avoidance of doubt, this clause does not create any additional duty for the Contractor to inspect or check the Services of Others, other than specified within this Contract.
- 2.8.10** The Contractor at all times co-operates, so far as is reasonably practicable, with all parties having health and safety responsibilities on or adjacent to the Network or any Site for the effective discharge of those responsibilities

## **2.9 Environmental Management and Sustainability**

- 2.9.1** The Contractor implements a recognised environmental accreditation (e.g. ISO 14001, EMAS, CEMARS) for environmental management which extends, where practicable, across all services and supply chain partners. The Contractor works with the Service Manager and supply chain partners on joint initiatives as appropriate.

- 2.9.2** The Contractor takes into account and assists the Client in meeting its obligations under the [Kent Environment Strategy and the Kent County Council Environment Policy]. The [Environment Strategy], which is corporate policy, aligns with [WRAP] and would be the minimum expectation for targets but the Client may set higher targets in future which shall constitute a change to the Scope and shall be a change under clause 60.1(1).
- 2.9.3** The Contractor participates in the Client's' Steering Group for sustainability and climate change and advises on best practice from other contracts and the wider industry.
- 2.9.4** The Contractor supports the Client to develop plans for managing biodiversity and climate change adaption. The Contractor has a qualified and competent environment advisor with responsibility for this Contract. The advisor works closely with the Contractor's staff and management team in order to resolve environment issues to the satisfaction of the Client.
- 2.9.5** The Contractor supports the Client to develop recycling opportunities at its existing facilities as agreed with the Client.
- 2.9.6** The Contractor will ensure it is legally compliant in relation to environmental legislation.

## **2.10 Testing and Inspection**

- 2.10.1** The testing and inspection system complies with relevant British Standards, codes of practice, guidance and Good Industry Practice current at that time. The test and inspection system is integrated into the Contractor's Quality Plan. The Contractor carries out tests and inspection of the accepted system and maintains records to demonstrate compliance and allows the Service Manager access to audit the records at all reasonable times.

## **2.11 Audits**

- 2.11.1** The Contractor provides all facilities and assistance necessary and allows access to the Network and any other premises used to Provide the Services at all reasonable times to enable QMS audits to be carried out by the Client, Service Manager and relevant statutory bodies.

## **2.12 Reporting and Record Keeping**

### **Records**

- 2.12.1** The Contractor creates, collects and maintains records relating to the Services:



- as defined in the Contract and Scope
- as required by legislation;
- to record the planning and delivery of Services;
- to safeguard the Client's and Contractor's liabilities;
- to record inventory, including amendments to the Network as a result of Schemes and Core Services, changes to highway boundaries and other activities; and
- as reasonably required by the Service Manager.

**2.12.2** The Contractor ensures that records are maintained in an acceptable format agreed with the Service Manager which may include but not limited to:

- [scanned electronic image (Acrobat .pdf or equivalent);
- editable electronic document (MSWord);
- editable electronic spreadsheet (MSExcels);
- electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent);
- graphic electronic image in compressed (.jpg) format; or
- other formats compatible with the Client's information, record keeping and management systems, reference documents or guidance manuals as agreed with the Service Manager].

**2.12.3** The Contractor may, from time to time, agree with the Service Manager alternative acceptable formats in which the Contractor maintains records, taking into account advances and other developments in information systems. The Contractor implements any changes as agreed with the Service Manager.

**2.12.4** The Contractor creates and maintains, and ensures that any Subcontractors create and maintain such records that are necessary to efficiently manage the provision of the Services and in accordance with the Contract.

**2.12.5** Where applicable, all records created or maintained electronically, have the metadata (document properties) completed to the satisfaction of the Service Manager.

**2.12.6** The Contractor will give sight to the Client details of the works it carries out on a daily basis as part of the Services. Information on activities noted in 1.1.1 will be available for review the following day at the latest. This information must include type and location of activity and whether the work is in-progress or complete.

**2.12.7** The Contractor maintains sufficient records and information to allow the effective handling of third party and other insurance claims.

**2.12.8** The Contractor will maintain information for the duration specified in the Contract or as required by law.

**2.12.9** The Contractor manages its documentation and provides the same to the Service Manager in a manner that allows him to support the Client to deal with any Freedom of Information Act requests.

**2.12.10** The Client has corporate reporting response times and the Contractor provides information to meet these.

#### **Reports**

**2.12.11** The Contractor provides Contract compliance documents, Productivity and utilisation of resources reports and variations to Orders

**2.12.12** The Contractor prepares a Monthly Review Progress report covering the delivery of the Services, which enables the Client, Service Manager, and the Contractor to effectively manage the Services. The format and contents of the Monthly Review Progress Report is developed and agreed during the mobilisation period and includes, but is not limited to, the requirements listed below. The Service Manager may request additional information and reports to be included in the Monthly Review Progress Report from time to time.

- Progress and programme updates on Core Services and Schemes;
- Performance against measures of performance and remedial actions;
- Post scheme closure details – including lessons learned;
- Management Structure / Staff list/Starters and leavers;
- Health & Safety;
- Environmental Management/Recycled materials – including energy usage, volume of recycles used per overall materials;
- Accidents and Incidents details;
- Collection of Fees on Client's Behalf;
- Third Party Claims details;
- Surveys and Studies – details on surveys / studies being carried out;
- Quality Management & Non Conformity reports and recovery;
- Order management;
- Road Space Management;
- Budget Management;
- Payment and Financial;
- Labour;
- Owned Plant;
- Hired Plant & Vehicles;
- Materials/ Bulk Consumables / stock control;
- Subcontractor procurement;
- Training and costs;
- Productivity and utilisation of resources;
- Contract compliance.

- 2.12.13** The Contractor will submit to the Service Manager the reports set out in the Scope, including the reports noted below, and other reports on the Services as reasonably requested by the Client:

Report Name	Description	Frequency	Reference
Annual Contractor's Report	Submitted annually with an overall summary of delivery, performance and outcomes against the Service Plan objectives and targets. To identify the need revised priorities, approach and actions.	Annually	2.2
Strategic Contract Board Report		As requested by the Client	1.3
Winter Service	Details of treatments carried out and other information relevant to the Winter Service	As requested by the Client	3.4
Financial Reports	Financial information to enable the Client to effectively manage the Budgets	As requested by the Client	2.4

## **2.13 Statutory Functions, Traffic Management, Permitting and Statutory Undertakers**

- 2.13.1** The Client maintains the role of Traffic Manager under the Traffic Management Act.
- 2.13.2** The Contractor complies fully with the Client's permit scheme (The Kent Permit Scheme) when undertaking relevant works on the Network.
- 2.13.3** Prior to starting works notifiable under the Kent Permit Scheme, the Contractor obtains an appropriate permit from the Client. The Contractor coordinates its activities with other contractors on the Network

- 2.13.4** The Contractor submits permit applications and registers highways works through Confirm in order that they can integrate with the Client's Streetworks Management System and works ordering system (or equivalent system).
- 2.13.5** The Contractor will be required to provide to the Client the Contractor's performance in respect of the Kent Permit Scheme showing management information which demonstrates measurement and compliance.
- 2.13.6** The Contractor operates comparably with Statutory Undertakers. The Client will charge Fixed Penalty Notices and Section 74 charges for avoidable non compliance and unreasonably prolonged occupation of the highway for avoidable non-compliance in accordance with the relevant legislation
- 2.13.7** The Contractor will supply operatives and Traffic Management to support the Client to manage abnormal load movements as required.
- 2.13.8** The Contractor complies with the Client/HAUC, Considerate Contractors Scheme.

## **2.14 Depots, Offices and Facilities Management**

- 2.14.1** A brief outline of the depots and offices is noted in the table below.

<b>Name</b>	<b>Location</b>	<b>Use</b>	<b>Salt Storage</b>	<b>Rental Value</b>	<b>Wet Bays</b>
<b>Ashford</b>	Henwood Industrial Estate, Javelin Way, Ashford Kent TN24 8AD	Main depot and office	645 sq.m	£110,000	Yes
<b>Aylesford (Maidstone)</b>	St Michaels Close, Aylesford, Maidstone, Kent, ME20 7TZ	Main depot and office	473.44 sq.m	£105,000	Yes
<b>Sandwich</b>	Ash Road, Sandwich, Kent, CT13 9HZ	Satellite Depot	Open	£23,500	No
<b>Swanley</b>	The Teardrop, London Road, Swanley,	Satellite Depot	532 sq.m	£70,000	No

	Kent, BR8 8TJ				
Tonbridge / Haysden	Upper Haysden Lane, Tonbridge, Kent, TN11 8AA	Satellite Depot	423 sq.m	£63,000	Yes
Faversham / Preston	Canterbury Road, Faversham, Kent, ME13 8LY	Satellite Depot	Open	£62,000	No

**2.14.2** The Contractor uses the Depot Properties in accordance with the relevant leases and subject to the Underlease of part. Office space will be made available under the terms specified in the Conditions of Contract.

**2.14.3** The Client and Contractor will have 6 sq.m. of office space per person in any of the offices. The Client will charge the Contractor £750 per user per annum for office accommodation across the offices. This charge covers rent, provision of heating, lighting, water, desks, telephones, sundries and energy only, with any additional costs the responsibility of the Contractor.

**2.14.4** The use of the Client's Depot Properties shall be on the terms of the Leases granted under the terms of the Contract.

**2.14.5** The Contractor procures at its own costs such further offices, depots and facilities in addition to the Depot Properties and offices named in Section 2.14.1 and any chipping stores made available as specified in Section 2.14.11 that it requires in order to provide the Services.

**2.14.6** The Depot Properties and offices will be subject to the Client's block (insurance) policy regarding building insurance. The Contractor will be responsible for any other relevant insurance requirements.

**2.14.7** The Depot Property at Sandwich is subject to planning restrictions which can be viewed on the public register.

**2.14.8** The Contractor will be responsible for the maintenance of the Depot Properties.

**2.14.9** The Contractor holds access keys as required by the Service Manager and particularly where any part of the Service is to be provided outside of normal working hours. In these circumstances the Contractor is responsible for the security of the Depot Properties, chipping stores (if any) and offices owned or occupied by the Client and shall ensure that such Depot Properties and chipping stores (if any) are properly secure both

whilst the Service is being provided and after any part of the Service has been provided. Peppercorn rent proposal

**2.14.10** The Contractor will be responsible for any associated costs with occupying the Depot Properties such as utility bills and rates, as specified within the Leases.

**2.14.11** The Client currently uses the following chipping stores:

- o Penshurst depot, Chiddingstone Causeway, Chiddingstone
- o Bushdane Wood, Challock
- o Bonny Bush Hill, Barham
- o Goose Green, West Peckham
- o Running Water, New Romney
- o Sandwich Road, Timanstone

These are all used to store highway surface dressing chippings. The Client will endeavour to make these available to the Contractor but does not guarantee to do so. There are no office facilities at these locations.

**2.14.12** The Contractor may carry out commercial activities for third parties from the Depot Properties subject to the terms of the Leases. The Contractor will inform the Client prior to the commencement of any commercial activities and will discuss how any benefit derived from the activities may be shared.

**2.14.13** The Client will provide a Tenancy at Will for early occupation at Aylesford on the terms as set out in the Contract.

## **2.15 Inventory and Data Management / Asset Management**

**2.15.1** The Client is currently working to strengthen its position in relation to asset management. In doing so, inventory information for each asset group is being collected, reviewed and updated.

**2.15.2** Details of the Client's current asset inventory and Transport Asset Management Plan are available in the Network Information.

**2.15.3** The Client retains ownership of the asset data and defines and audits the asset data to be collected and quality standards to be met. The Contractor collects and stores asset data and assists the Service Manager to populate and update the Client's asset databases. The Contractor highlights to the Service Manager any additional data required to effectively manage the asset. The Contractor Provides up to date solutions for the collection of outstanding asset data and ensures that the most up to date information is available to the Client at all times.

**2.15.4** The Contractor assists in the evolution of the data collection regime during the duration of the Contract. The Contractor

makes recommendations on any new regime which will assist the Client to develop its asset management approach.

- 2.15.5** The Contractor provides the Service Manager with as-built drawings on the completion of Schemes.

## **2.16 Customer Engagement**

- 2.16.1** The Client is moving towards a more customer focused approach and therefore customer engagement is key and will continue to be part of any future Contract.

- 2.16.2** All correspondence will contain the Client's highway number [08458 247800]. Contacts will be logged on the Client's Customer Management System.

- 2.16.3** The Client has a Council wide [Corporate Customer Service Performance Standard and Community Engagement Strategy]. This has been adapted to highways services and the Contractor adheres to this.

- 2.16.4** The Client operates a 24 hour contact centre and customers engage with it as the first port of call in respect of the Network via the telephone with a dedicated telephone number, through the website or by email. This information is then passed onto an officer within highways services – the Highway Management Centre (HMC).

- 2.16.5** The Client operates the Highway Management Centre (HMC) from its depot in Aylesford. The HMC will be used to receive customer enquiries, to tactically manage the Network, quality check and deploys tasks to the Contractor. The Contractor co-locates sufficient of its staff within the HMC to manage the Services.

- 2.16.6** The HMC will have four key priorities:
- Dealing with all inbound customer enquiries that the Contact Centre is not able to provide a first point resolution.
  - Providing Network performance information (to a wide range of stakeholders from Members, the public and the media)
  - Incident management and emergencies on the Network
  - Performance management of all activities on the Network (whether this is Client staff, Contractor or utility companies)

- 2.16.7** The HMC will be the focal point of operational performance, and supply relevant information to Kent's road traffic and travel operations. The HMC will

- supply highway information,

- act and respond accordingly to minimise disruption and maximise Network performance
  - assess the impact of major incidents
  - assess planned and unplanned incidents
  - and to co-ordinate resources to return the Network to its optimum
- 2.16.8** In order to act and respond quickly and effectively to customer demands, the HMC will actively influence and control all elements of the reactive service delivery. This includes the highway inspectors, the Contractor's resources, out of hours service, winter service and the reactive element of the specialist asset groups.
- 2.16.9** The Contractors supports the Client's HMC whose target is to increase first point resolution to customer calls and to route directly to the provider works orders without the need for an Client's site visit (e.g. by an Inspector).
- 2.16.10** By having representatives from asset specialist teams on a rota basis, as well as the Contractor's programming representative and linkage to front line depots, the Contractor will assist in fast tracking of enquiries to crews with clear knowledge of future programme and delivery.
- 2.16.11** This will be delivered by having appropriate resource with the right skills and capabilities to deal with enquiries in response to the Services listed in 1.1.1
- 2.16.12** The Client will provide general customer liaison and manage the political interface.
- 2.16.13** The Client is responsible for engaging with the media in respect of the Client. The Contractor will support this activity.
- 2.16.14** The Contractor's front line staff will have the appropriate customer skills training and carry customer contact cards as provided by the Client for passing to the public.
- 2.16.15** From time to time, the Contractor participates in marketing campaigns as requested by the Client. This is likely to include road-shows e.g. at the Kent County Show and recruitment drives.
- 2.16.16** The Contractor assists the Client in responding to complaints from the public within specified timescales. The Contractor develops a "lessons learnt" register and provides evidence that he is acting upon it.
- 2.16.17** The Client actively encourages staff to develop new and innovative ideas to improve customer service. The Contractor will contribute to this and report monthly on these via the reporting mechanism noted in 2.12



- 2.16.18** The Contractor will be measured on customer complaints directly attributable to them. They will be required to report monthly on these complaints via the reporting mechanism noted in 2.12

## **2.17 Third Party Claims and Insurance Management**

- 2.17.1** The Client receives and assesses all claims received from third parties in relation to the Network. In the event that the Contractor receives notification (formally or informally) of a claim or potential claim from a third party intended for the Client he notifies the Client and provides originals of correspondence.
- 2.17.2** The Contractor supports the Client and provides copies of records, reports etc that the Client may require in order to assess the claims.
- 2.17.3** If after the Client has assessed the claim and the claim relates to the Contractor's action or failing, the Client may require the Contractor to take on and manage the claim at the Contractors' cost and risk.
- 2.17.4** The Contractor will be liable for costs arising from claims resulting from negligence and failure of the Contractor to Provide the Services in accordance with the Contract.
- 2.17.5** The Contractor implements procedures in consultation with the Client to identify third parties causing damage to the Network. The Contractor provides the Client with assistance required to recover monies from the culprits.
- 2.17.6** The Contractor analyses and provides the Client with assistance regarding any clusters of claims to enable the Client and Contractor to take appropriate action to minimise their occurrence and reduce the levels of third party claims.

## **2.18 Business Continuity and Emergency Planning**

- 2.18.1** The Contractor assists the Client in responding to large scale emergencies such as major weather events as required by the Service Manager. The role will be to support the wider corporate approach.
- 2.18.2** The Client develops business continuity plans for each of its offices.
- 2.18.3** The Contractor develops business continuity plans to align with those of the Client which include but not are limited to: equipment, staff, information management and communications systems. The Contractor also develops business continuity plans for any depots / offices that they operate from in providing the

Services. These are submitted to the Service Manager for approval during the mobilisation period.

- 2.18.4** The Contractor develops a reduced workforce plan to manage the effects of pandemic and similar events.

## **2.19 Training and People Development**

- 2.19.1** The Client and the Contractor develop joint training initiatives for all staff during the mobilisation period. The Contractor participates in the Client's Learning & Development Panel to identify opportunities for shared training during the course of the Contract.
- 2.19.2** The Contractor attains and / or maintains IIP Accreditation incorporating the three year assessment during the course of the Contract.
- 2.19.3** The Contractor adheres to the Client's current and future policies on dignity and respect of staff and its customers as amended from time to time.
- 2.19.4** The Contractor assists the Client to support apprenticeship take up. The Contractor will take all reasonable steps to employ apprenticeships and to tie in with the [Kent Success Apprenticeship Scheme].
- 2.19.5** The Contractor works with the Client to develop a joint workforce development plan. This will include provision for:
- succession planning to ensure retention of expertise and continuity of service delivery,
  - talent management planning
  - innovation in training that ensures that any training packages are tailored to meet the different needs of the staff
- 2.19.6** The Contractor ensures that its staff Providing the Services are properly trained and qualified for the role to which they are assigned.

**Commented [NDE1]:** Plan to hold joint workshop for new contract following mobilisation

## **2.20 SMEs and Supported Businesses**

- 2.20.1** The Contractor endeavours to support the use of Small and Medium Enterprises in the delivery of the Services.
- 2.20.2** The Contractor takes reasonable steps to offer opportunities to supported businesses to provide elements of the Services and ensure that supported businesses are able to bid for any work that arise during the Contract duration.

### 3 Core Services

#### 3.1 General Core Services Management

- 3.1.1** The Contractor adopts an approach to service delivery that offers effective co-ordination of operational resources, workforce resilience and ensures clear ownership and accountability of delivery. The Contractor endeavours to directly employ staff to deliver the Contract and minimise the use of sub-contractors where appropriate.

#### 3.2 Carriageways Routine Maintenance and Defect Repairs

- 3.2.1** The Client carries out inspections of carriageways, footways and other paved areas to identify defects and assesses potential defects identified by third parties. The Client assesses defects in accordance with the risk matrix in the Highways Inspector Manual and instructs the Contractor to carry out a repair in accordance with the following timescales from receipt by the Contractor:

Priority Code	Timings
P0	2 hours emergency for making safe – see 3.3
P1	2 hours emergency for making safe – see 3.3
P2	24 hours
P3	7 days
P4	28 days
P5	90 days Programmed Minor Works
P6	Programme to be agreed per Scheme
P7	As set by the Client but not less than 28 days

- 3.2.2** The Contractor meets agreed quality standards and delivers a 'right first time' service. Where possible, the Contractor makes any repairs permanent at first visit. Where that is not possible, the Contractor clarifies this with the Service Manager.
- 3.2.3** The Contractor updates the status on the repair and completion of defect repairs on a live basis to populate data and provide status reports to the Service Manager and feedback to customers.
- 3.2.4** The Contractor works with the Client to identify and implement efficient and effective regimes for the identification and repair of

defects that maintain Network safety and customer satisfaction, improve efficiency and minimises traffic disruption. The Contractor assists the Client in the development of policy relating to timescales that will ensure it is delivering the most efficient and effective service.

**3.2.5** The Contractor continually seeks innovations in processes and repair materials and proposes the same to the Service Manager for approval. Examples include:

- Jetpatcher;
- Nu-phalt;
- Cold lay materials;
- Recycled materials;
- Conventional patching.
- Heat retention for materials
- Paco-patch

**3.2.6** The Client shall define the intervention levels for the maintenance of the asset. The Client shall develop presentations on the intervention levels and the Contractor ensures that all appropriate staff, including Sub-contractors, attend these presentations. Any required change to the way that the Contractor Provides the Service shall constitute a change to the Scope and shall be a change under clause 60.1(1).

### **3.3 Emergency and Out of Hours Response**

**3.3.1** The Contractor maintains a system for the receipt of notification of emergencies on a 24 hour, 365 day basis. The Provider submits details of its system for acceptance by the Service Manager prior to the Access Date.

**3.3.2** The Contractor responds to incidents and emergencies on or affecting the Network in order to maintain the safety, integrity and traffic movement of the Network within 2 hour receipt of notification from the Service Manager or the "blue-light" emergency services. The Contractor rectifies or makes safe an incident or emergency in co-operation with the Service Manager, Client, Emergency Services and Others. The Contractor maintains records of action undertaken and keeps the Service Manager informed at regular intervals.

**3.3.3** Out of Hours calls will be received by the Client who will instruct the Contractor to carry out emergency actions. The Contractor provides details to enable the updating of the Customer Service Module (CSM) to record required follow ups between 16.00 and 07.00 hours during weekdays, at weekends and during Public Holidays.

**3.3.4** The Contractor maintains resources to deal with all emergencies including hazardous materials, body fluids, and animal carcasses.

- 3.3.5** The Contractor ensures that it has sufficient trained resources to manage incidents on high speed roads.
- 3.3.6** The Contractor ensures that its resources are organised in such a manner to deal with potential seasonal variations for incidents and emergencies.
- 3.3.7** The Contractor supports the Client wide major emergency plans including coastal oil protection, natural and civil emergencies as required by the Service Manager.

#### **3.4 Winter Service**

- 3.4.1** The Client provides a Winter Policy and Plan and is responsible for leading the annual review of the Policy and Plan;
- 3.4.2** The Contractor assists the Client in reviewing and developing the Client's Winter Policy and Plan bringing experience and innovations from other contracts.
- 3.4.3** The Contractor delivers a winter service as directed by the Client. The Contractor has sufficient resources to be able to deliver winter service as and when required.
- 3.4.4** The Client does not provide winter service vehicles to the Contractor. The Contractor ensures that he has sufficient fleet to cover the Network. Currently there 57 no. primary routes which can be found together with the [Winter Policy and Plan] documents on the Client's website..
- 3.4.5** The Contractor sets out a first detailed method statement for delivering winter service for Service Manager acceptance during the mobilisation period that meets the Winter Policy and Plan. The Contractor provides method statements for acceptance for subsequent seasons prior to the start of each season.
- 3.4.6** The Client maintains the duty to interpret weather forecasts and takes the decision to pre-treat or carry out other actions on the Network. The Contractor commences the treatments or other actions instructed by the Client at the time stated by the Client and completes the same within the specified timescales.
- 3.4.7** The Contractor assists the Client in creating a route optimisation plan that achieves the Client's aim of ensuring the Network is treated using a risk based model and in an efficient and effective manner. As part of this process, the Client and the Contractor will consider the most appropriate way of managing any relevant 3<sup>rd</sup> party contract arrangements.
- 3.4.8** The Contractor ensures that any driver on its winter service has the appropriate NVQ qualification.

- 3.4.9** Not used.
- 3.4.10** The Contractor maintains salt stocks at levels to ensure resilience and availability at all times during the season. The Contractor submits its plan to the Client for approval.
- 3.4.11** The Contractor will provide the Client with an annual stock take of stock levels.
- 3.4.12** The Contractor puts in place agreements for salt supplies from both inside and outside the UK to ensure resilience in event of a national shortage prior to the commencement of each winter season. The Contractor puts in place agreements for landing and storing non-UK salt stocks within the Kent area (if applicable).
- 3.4.13** The Contractor fits vehicle tracking equipment to all winter fleet that records the location of vehicles, the route it has driven and the start / end time of treatments carried out.
- 3.4.14** The Contractor will provide management reporting, as noted in 2.12, detailing any exception to the agreed method statement and route optimisation plan noted in 3.4.5 and 3.4.7

### **3.5 Drainage**

- 3.5.1** The Contractor cleans and maintains gulleys, grips, soakaways and other drainage infrastructure to prevent standing water and flooding and maintain the Network in a safe and serviceable condition. The Contractor carries out small local drainage schemes as required by the Client.
- 3.5.2** The Contractor ensures that it has sufficient resources for cyclic routine and reactive gully maintenance, repairs and responding to emergency flooding situations and to undertake small drainage repairs in accordance with the following timescales from receipt of instructions from the Client:

<b>Priority Code</b>	<b>Timings</b>
P0	2 hours emergency for making safe – see 3.3
P1	2 hours emergency for making safe – see 3.3
P2	24 hours
P3	7 days
P4	28 days
P5	90 days Programmed Minor Works
P6	Programme to be agreed per Scheme
P7	As set by the Client but not less than 28 days

**3.5.3** The Contractor's vehicles must integrate with the Client's route optimisation system ([Routesmart]).

**3.5.4** The Contractor records the position and performance / condition data for drainage infrastructure runs as part of routine maintenance using its asset data collection system (Kaarbontech). The data will include, but is not limited to:

- Silt levels
- Non accessible gully
- Gully framework type and materials
- Gully pot type and material
- Outlet diameter

And Provides the information to the Service Manager in accordance with Kaarbontech asset data collection system.

**3.5.5** The Client sets out an outline programme for cyclical drainage maintenance for the first Financial Year. The Contractor assists the Client to develop a programme of cleansing and maintenance of drainage based on site intelligence and a risk based approach to meet the Client's standards for subsequent years.

**3.5.6** If during drainage maintenance, the Contractor encounters blockages, the Contractor attempts to remove obstructions using jetting/rodding. The Contractor then reports the issue to the Client setting out the proposed solution for approval by the Service Manager.

**3.5.7** The Contractor carries out defect investigations as instructed by the Service Manager.

**3.5.8** The Contractor maximises arisings and minimises land fill through recycling at the depots at Ashford and Aylesford or other approved depots.

**3.5.9** The Contractor maintains oil interceptors and pumping stations owned by the Client as instructed by the Service Manager

**3.5.10** The Contractor may be required to provide specialist design service support for drainage as instructed by the Client.

### **3.6 Not used**

### **3.7 Signs, Lines and Barriers Maintenance**

**3.7.1** Prior to the start of each Financial Year, the Service Manager with the Contractor's assistance identifies the assets to be repaired/reinstated during that Financial Year. The Contractor

assists the Service Manager in identifying plans of works and provides Prices to enable the Service Manager to prioritise the works required. The Contractor schedules and carries out the agreed plan of works during the Financial Year as instructed by the Service Manager and completes works in accordance with the following timescales from receipt of instructions from the Client:

Priority Code	Timings
P0	2 hours emergency for making safe – see 3.3
P1	2 hours emergency for making safe – see 3.3
P2	24 hours
P3	7 days
P4	28 days
P5	90 days Programmed Minor Works
P6	Programme to be agreed per Scheme
P7	As set by the Client but not less than 28 days

- 3.7.2** The Contractor carries out safety critical repairs to the asset (e.g. sign knock downs / obscured signs) as instructed by the Service Manager to maintain the safety of the Network and its users.
- 3.7.3** The Contractor carries out the design and the routine repair and tensioning of barriers and pedestrian guards as instructed by the Service Manager.
- 3.7.4** The Contractor installs parking restriction markings as instructed by the Service Manager.
- 3.7.5** The Contractor carries out sign design and / or manufacture as instructed by the Service Manager.
- 3.7.6** The Client provides the policy and plan management for signs, lines and barriers. At regular intervals, the Contractor provides advice on good practice from similar contracts, and advises the Client on the application of new materials and innovation.
- 3.7.7** The Contractor programmes the delivery of the reactive and programmed maintenance of signs, lines and barrier works.
- 3.7.8** The Contractor designs and installs tourism signs as instructed by the Client.
- 3.7.9** The Contractor provides information in order for the Service Manager to update the Client's asset inventory on signs, lines and barriers as part of routine activities.



### **3.8 Bridges and Structures**

- 3.8.1** The Client carries out bridge and structure inspections and maintains the asset database.
- 3.8.2** The Contractor carries out minor repairs and maintenance on a routine basis resulting from the inspection as defined by the Service Manager.
- 3.8.3** The Contractor responds to and makes safe emergencies and damage to bridges and structures within the required timescales as per 3.2.1 .
- 3.8.4** The Client identifies major / structure maintenance or reconstructions. The Contractor carries out these Schemes if instructed by the Service Manager.
- 3.8.5** The Contractor provides traffic management for principal bridge inspections as instructed by the Service Manager.
- 3.8.6** The Contractor may be instructed to provide specialist design service support for structures as requested by the Service Manager.

### **3.9 Tunnel Management**

- 3.9.1** The Contractor support the Client in operating on a 24 hour, 365 day basis, two road tunnels at Ramsgate and Chestfield. The Contractor carries out routine maintenance to the tunnel services , and planned maintenance on a quarterly basis including traffic management public notification and permitting as instructed by the Client.
- 3.9.2** The Client employs a Tunnel Manager who oversees tunnel management.
- 3.9.3** The Contractor organises tunnel inspections and co-ordinate all the necessary work as follows:
- Provide a tunnel assistant to support the Tunnel Manager for both tunnels on average 2 days a week over a year.
  - Provide tunnel operators to monitor both Tunnels 24 hour, 365 days. These operators will be trained to operate emergency procedures and the tunnel equipment (lighting, power, ventilation and fire systems).
  - Provide call out, reactive and emergency response for both tunnels as instructed by the Service Manager who liaises with the Tunnel Manager.
  - Provide maintenance and servicing of M&E equipment including traffic management.
  - Organise and manage quarterly closures of both tunnels.

## 4 Schemes

### 4.1 General

- 4.1.1** Advanced notification of works to stakeholders will be KCC Branded and provided by the Client for delivery by the Contractor 3-4 weeks in advance of works.
- 4.1.2** The Contractor will be responsible for confirming the accurate date and timings for works via signs on site 1 week in advance and by letter 2 days in advance of works on KCC branded letter to be delivered to an area prescribed by the Client.
- 4.1.3** All customer satisfaction surveys will be performed by the Client.
- 4.1.4** All contact with customers will be managed in accordance with the Client's corporate policy.
- 4.1.5** It is extremely important that these projects are delivered in a way that offers best value and meets the following requirements:
- Continuous progression towards the business plan priorities as noted in paragraph 1.2.1;
  - Continued improvements in delivering environmentally sustainable schemes;
  - Consistent quality and projects delivered 'right first time';
  - Flexibility in programming;
  - Successful delivery of small high priority schemes that are required to be undertaken in a short timeframe.
- 4.1.6** The Contractor minimises the volume of material taken to landfill and demonstrates high levels of performance in this area.
- 4.1.7** Not used
- 4.1.8** The Client is responsible for determining [Policy] but expects active participation from the Contractor.
- 4.1.9** The Contractor and Service Manager must undertake a formal review of the project/programme on completion of a Scheme. Where appropriate, some projects/programmes may be called in for a review by the wider senior management group of the Client. This process links to the current Environment, Highways and Waste Project Management Toolkit and associated Project Register that is subject to peer review audit by the Client.

### 4.2 Highway Improvement Schemes

- 4.2.1** The Contractor constructs Highway Improvement Schemes up to the value of £2,000,000 as defined within the Conditions of Contract. The Client may procure Schemes in excess of this through the Contractor but reserves the right to use third party contracts as the Client deems appropriate.

- 4.2.2** Highways improvement Schemes include but are not limited to Integrated Transport, selected carriageway surfacing, drainage, footway resurfacing and reconstruction, signing, carriageway marking, barriers and structures and annual resurfacing programme.
- 4.2.3** The Client identifies the need for potential Schemes from a variety of sources including Local Transport Plan, the Transport Asset Management Plan, Member and public requests, and the needs of the Network (safety and congestion). The Contractor advises the Client on concept and feasibility designs and the deliverability and costing of potential Schemes as instructed by the Service Manager.
- 4.2.4** The Client carries out the design and programming of Schemes. Through early contractor involvement instructed by the Service Manager under Option E the Contractor assists the Client during the design process by allocating appropriate resources to advise on proposals that are likely to:
- Improve buildability;
  - Minimise the construction time;
  - Minimising Network occupancy and disruption through coordination with 3<sup>rd</sup> party providers.
  - Minimise the need for Traffic Management;
  - Reduce the build cost;
  - Reduce the whole life cost;
  - Improve the safety of the Scheme's maintenance regime;
  - Reduce project risk;
  - Reduce waste;
  - Reduce CO<sub>2</sub> emissions;
  - Utilise recycled/recyclable materials;
  - Improve Safety and Design, Construction, Operation, Maintenance and Demolition (CDM).
- 4.2.5** The Service Manager instructs the Contractor to carry out works in relation to a Scheme via a Scheme Order. The Service Manager sets out the requirements of the Scheme in the Scheme Information.
- 4.2.6** The Contractor manages the construction programme for each Scheme Order in consultation with the Client and will apply to the Client's Streetworks Management Team for all necessary Permits to work on the highway (refer to Section 2.8 of this document) and in respect of any necessary Temporary Traffic Regulation Orders that are issued by the Client.
- 4.2.7** The Contractor liaises as required with third parties such as Statutory Undertakers and public transport providers, as instructed by the Client, as part of the management of the construction of the Schemes.

- 4.2.8** The Contractor supports the Client on all aspects of public and stakeholder consultation and information in respect of the Schemes as instructed by the Client.
- 4.2.9** The Contractor updates the asset inventory data on completion of the Scheme.

### **4.3 Surface Treatment Schemes**

- 4.3.1** The Contractor delivers either individual or a programme of carriageway and footway maintenance Schemes to a specified output design that has been agreed between both the Service Manager and Contractor. This includes:
- surface dressing;
  - micro asphalt;
  - high friction surfacing;
  - slurry sealing;
  - and joint sealing.
- 4.3.2** The Service Manager is responsible for the identification of all sites using systems and processes currently in place. The Contractor supports the Service Manager to identify sites. The outcome of this process is known as the 1st draft of the annual programme and is subject to verification and prioritisation.
- 4.3.3** The Service Manager verifies the suitability of sites and prioritises the sites in accordance with current policies and procedures and confirms the proposed treatment type. This is known as the 2<sup>nd</sup> draft of the annual programme.
- 4.3.4** The Service Manager confirms the baseline programme in consultation with the Contractor. The Client makes available to the Contractor the schedule of sites and proposed treatments contained on the baseline programme. The Client makes available to the Contractor the Scheme Information relevant to the sites. This will include
- Site location and extents;
  - Length;
  - Pre patching if required;
  - Width;
  - Road Category;
  - Road Hardness (where appropriate);
  - MSA value (where appropriate);
  - Timing Constraints;
  - Other details, requirements or constraints, including but not limited to road traffic counts, etc in accordance with Road Note 39.
- 4.3.5** The Contractor inspects the site and satisfies himself that:
- The proposed treatment is appropriate;

- He has sufficient information to undertake the design and to fully cost the scheme;
- That he has identified the need for TTRO's, Traffic Management;
- Requirements, licences and any hazards in respect of health & safety etc.

**4.3.6** The Contractor carries out the design of the treatment required for each site. The Contractor provides the Service Manager with a fully costed provisional programme. The Service Manager confirms acceptance of the programme or otherwise agrees amendments with the Contractor. The Service Manager instructs the Contractor for the delivery of the agreed programme via a Scheme Order. The Contractor undertakes:

- Management of all aspects of Provisional Advance Authorisation approval;
- Management of all aspects of relevant TTRO approval e.g. road closures etc and notifications in accordance with the Kent Permit Scheme;
- Management of all aspects of required licences e.g. traffic signal etc;
- Management of all aspects of notification, e.g. Kent Permit Scheme, local community (letter drops) etc;
- Construction;
- Pre patching (where required and as instructed by the Client);
- Surface treatment;
- Supervision
- Regular status update meetings with the Service Manager.

**4.3.7** The Contractor proposes to the Service Manager innovative solutions for a variety of surfacing / strengthening options, including new techniques, materials and methods of working, prioritisation, planning and programming.

#### **4.4 Professional Services**

**4.4.1** The Contractor provides design and other professional services relating to the Services as instructed by the Service Manager.

#### **4.5 Technical Specifications and Standards**

**4.5.1** The Contractor Provides the Services in accordance with Good Industry Practice and complies with the Contract, specifications, British Standards, guides, protocols and codes of practice as updated, amended and superseded from time to time.

**4.5.2** Project designs are to comply with good practice and the following national standards, unless a departure from standards is stipulated by, or agreed with the Service Manager. This list of standards and regulations should not be considered exhaustive:

- [British and European Standards
- Design Manual for Roads and Bridges (DMRB) (Highways Agency)
- The National Building Specification (RIBA)
- Manual for Streets (Department for Transport)
- Manual of Contract Documents for Highway Works (MCDHW) (Highways Agency)
- Relevant Technical Advice notes, Local Transport Notes especially 1/86, 2/86 and 2/87 for cycling, circulars, Roads and Traffic Advisory Leaflets
- The Traffic Signs Regulations and General Directions 2002
- The Traffic Signs Manual
- The Highways (Road Humps) Regulation 1999
- The Highways (Traffic Calming) Regulations 1999
- Pelican, Puffin, Toucan and Zebra crossings regulations
- The Institution of Highways and Transportation (IHT)/DOT guidelines for planning and Design of cycling infrastructure 1996
- The Highways Act 1980
- Well Lit Highways (UK Roads Liaison Group)
- Well Maintained Highways (UK Roads Liaison Group)
- Management of Highway Structures (UK Roads Liaison Group)
- CDM
- National Highway Sector Schemes Certificated Suppliers
- New Roads and Street Works Act]

- 4.5.3** Where the Contractor considers that any specification, standard, guide or code of practice is not appropriate or that a derogation or deviation from the same would be beneficial, he notifies the Service Manager with a request for approval stating the reasons and the benefits.

## **4.6 Vehicles**

- 4.6.1** The Contractor maintains all vehicles that it uses to Provide the Services in a clean and roadworthy condition that maintain high levels of customer perception of highways services in Kent. Vehicles are branded in accordance with the Client's requirements.
- 4.6.2** The Contractor fits to all vehicles, a tracking system that is compatible with Masternaut that allows for real time reporting over the internet of its vehicles, gang activities and location. The Contractor allows the Service Manager access to the tracking system and data at all reasonable times.

## 5 Mobilisation and Demobilisation

### 5.1 Mobilisation

**5.1.1** If not already submitted, the Contractor on or immediately after the Contract Date submits to the Service Manager for acceptance his Mobilisation Plan. The Mobilisation Plan sets out all activities required to enable the Contractor to fully Provide the Services from the Access Date. The Plan shows all inputs and dependencies from the Client, the Service Manager and Others and includes but is not limited to

- establishing the Depot Premises and other facilities to accommodate the Contractor's staff;
- Procurement and mobilisation of all Material and Equipment necessary for the delivery of the Services and in particular the mobilisation of resources required to deliver winter service;
- Installation and integration of all ICT, communication and other information management systems;
- Implementation in conjunction with the Client's financial team of all financial systems and procedures;
- consultation, interviews and other actions necessary to ensure the smooth and effective transfer of eligible TUPE staff from the Client's previous providers;
- the steps necessary for the establishment of the Strategic Contract Board;
- implementing the Contractor's integrated management systems;
- preparing the Quality Plan;
- preparing all other plans, method statements, procedures and protocols required by the Scope;
- preparing an incident response plan and a business continuity plan;
- arrangements for staff required for the performance of the Contractor's duties, to be security checked in accordance with the requirements of the conditions of Contract.

**5.1.2** Prior to the Access Date, the Contractor:

- carries out all activities on the Mobilisation Plan;
- becomes familiar with the Network and all interfaces and boundaries. The Contractor appraises itself of the tasks carried out by the Client and its previous provider's and identifies any tasks required by the Client, which have not previously been carried out by the Client or the previous providers so that at the Access Date the Contractor is able to commence all of its duties under this Contract;
- takes all reasonable steps to obtain from the Client and the Service Manager, all records, programmes and other information necessary or required for the carrying out of its duties under this Contract. The Contractor identifies where

these are incomplete or missing. The Contractor makes recommendations to the Service Manager regarding actions necessary to complete the records and data;

- reviews the results of any surveys, assessments or other investigations relevant to the discharge by the Contractor of its duties previously carried out by Others and advises the Service Manager as to their adequacy and the need for any further survey or other work;
- liaises as appropriate with the Client, any other contractor of the Client on the Network, and any relevant authority, to ensure smooth transitional arrangements;
- reviews the financial planning undertaken by the Client and the approved budget allocations for the remainder of the Financial Year and contained within the Client's Annual Plan.

## **5.2 Demobilisation**

**5.2.1** The Contractor demobilises and provides all information and assistance to the Client and incoming service provider(s) to enable continuous delivery of Services at the end of the Contract Period.

**5.2.2** Prior to expiry of the Contract Period, or the earlier termination of this Contract, the Contractor delivers the following information to the Service Manager in a format agreed with the Service Manager:

- all relevant inventories and records, including any electronic inventories/records;
- the data collected, calculations and the results of analyses produced by the Contractor in connection with all surveys and other investigations and enquiries carried out by the Contractor as part of the Services;
- a report on all designs in progress, 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 Contract Period; and
- a draft of the information is provided within 10 days of the Service Manager's request or other such time as agreed with the Service Manager and is finalised 4 weeks before the expiry of the Contract Period or at a time agreed with the Service Manager.

**5.2.3** On expiry of the Contract Period, or the earlier termination of this Contract, the Contractor:

- makes all necessary data available and provides all necessary facilities, including accommodation as stated in the contract, advice and assistance to enable the Incoming Contractor to perform its duties;
- co-operates with any incoming service provider(s) and the Client to discuss and agree a detailed plan to ensure a



smooth transfer of operation between the Contractor and any incoming service provider(s);

- vacates and hands back offices, materials, and equipment provided and paid for whether directly or indirectly by the Client in good order at the end of the Contract Period; and
- transfers all digital information that is accumulated during the Contract Period to the Service Manager on a format specified by the Client.

**5.2.4** The Contractor acknowledges that the Client will be required to procure a replacement contract or contracts for the Services provided under this Contract. The Contractor provides the Client with information and other assistance reasonably required in sufficient time to enable the Client to procure such contract or contracts.

### **5.3 TUPE and Staff Engagement**

**5.3.1** The Contractor complies with the obligations of the Contract and manages the transfer of staff in a professional manner to ensure a smooth transfer of staff from the existing provider, as per Schedule 2 of the Contract.