

# **Area 9 Asset Support Contract**

## **Service Information**

## SERVICE INFORMATION FOR ASSET SUPPORT CONTRACT

### CONTENTS AMENDMENT SHEET

Amend. No.	Issue Date	Amendments	Initials	Date
0	March 2013	First Issue	SOS	22/3/13
1	May 2013	<p>Clause 1.10.1 (3) - new item (c) added in relation to airwave equipment and subsequent items renumbered.</p> <p>Clause 1.10.1 (3) - new items (h) and (i) added in relation transition plan.</p> <p>Clause 1.10.1 (3) - minor amendment to item (u) in relation to records policy document.</p> <p>Section 1.12 Employer's Premises, paragraph 1.12.1 amended and new paragraphs 1.12.2 and 1.12.3 added.</p> <p>New paragraph 5.2.3 added and subsequent paragraph renumbered.</p> <p>Paragraph 6.4.1 amended</p>	SOS	28/05/13
2	June 2013	Paragraph 1.9 Third Party Claims amended.	SOS	12/06/13

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**0 OVERVIEW****0.1 Scope of Services**

0.1.1 The *Provider* assists and enables the *Employer* to achieve the vision and goals set out in Annex 1, as modified and updated by the *Employer* from time to time.

**0.2 General Obligations**

0.2.1 In providing the Services, the *Provider* takes all such action and does all such things to:

- (1) ensure that the Area Network is operated and maintained to no lesser standards than is appropriate for a highway of the character of the Area Network, 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 Area Network,
- (2) ensure that the key objectives for this contract set out in Annex 1 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) minimise the risk of damage or disturbance to or destruction of third party property and
- (4) ensure the *Employer* and Others with statutory duties or functions in relation to the Area Network or other adjoining roads are able to perform those duties and functions unimpaired.

0.2.2 The *Provider* manages its activities in such manner as to enable the *Employer* to meet the targets in the *Employer's* Business Plan as modified and updated from time to time.

**0.3 Reference Documents**

0.3.1 The *Employer* has developed and identified reference documents to meet its procedural and technical requirements. The current documents are set out in Annex 18. In carrying out the Services, the *Provider* meets the *Employer's* requirements and complies with the requirements of the reference documents in Annex 18 as amended or added to from time to time. For the avoidance of doubt the documents in Annex 18 form part of this contract.

**0.4 Identified and Defined Terms**

0.4.1 In this Service Information, 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) Current System is a system that is authorised for use by the *Employer* at the Contract Date and includes all of the systems set out in Table 6.3 of Annex 6.
- (2) Network Control Centre is the *Provider's* 24 hour emergency/incident contact facility.
- (3) New System is a revision to a Current System or a system development identified in Table 6.4 of Annex 6 for which the *Employer* will specify the training and implementation programme and System requirements necessary for its implementation and operation by the *Provider*.
- (4) System includes processing equipment, application programs, digital data or digital reference information.

## 1 GENERAL MANAGEMENT

### 1.1 Quality Management

#### 1.1.1 General

- (1) The *Provider* operates its quality management system from the *starting date* using documented quality Processes and Procedures for carrying out each operation which forms part of the Services.
- (2) The *Provider* does not carry out any operation which forms part of the Services unless the appropriate documented quality Process or Procedure is in place and available for inspection by the *Service Manager*.
- (3) The *Provider* incorporates the documented quality Processes and Procedures into its Quality Plan.

#### 1.1.2 Quality Plan

- (1) The *Provider* adopts the Framework represented in Annex 24 for the preparation, implementation and ongoing updating of its Quality Plan.
- (2) The *Provider* submits to the *Service Manager* for acceptance within the *period for reply*, any proposed revisions to its Quality Plan.
- (3) The *Provider's* Quality Plan:
  - (a) demonstrates how the *Provider* will meet the *Employer's* requirements in this contract. It sets out Processes or Procedures for dealing with the matters covered by the reference documents developed and identified by the *Employer* to meet its requirements,
  - (b) incorporates the National Highway Sector Schemes as detailed in Appendix A of the Highways Agency Specification for Highway Works, and any future amendments to the list of National Highway Sector Schemes and
  - (c) includes Procedures for recording and reporting to the Network Board on the *Provider's* compliance with the quality system.
- (4) The *Provider* presents written reports to the Network Board for review and, if appropriate, discussion as follows:
  - (a) annually, on the operation of the quality management system,

- (b) within one week of each audit, summarising the results of the audit and
- (c) weekly, on the actions in hand to improve performance whenever the total number of Quality Management Points in effect is over 25.

### 1.1.3 Performance Management

- (1) The *Provider* manages performance in accordance with Annex 15.

### 1.1.4 Continual Improvement

- (1) The *Provider* manages continual improvement using the approach outlined in ISO 9001:2008 and ISO 9004: 2009 and the principles set out in Annex 14.

## 1.2 **Data Management**

### 1.2.1 Information Security

- (1) The *Provider* prepares a robust information security plan complying with the *Employer's* security policy and submits it to the *Service Manager* for acceptance. The *Provider* includes the security plan in its quality management system. The security plan includes Procedures which:
  - (a) ensure compliance with the Data Protection Acts,
  - (b) protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
  - (c) ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
  - (d) protect IT systems from viruses and similar threats and
  - (e) provide for the vetting of its employees and Subcontractors' staff in accordance with the *Employer's* staff vetting procedures.
- (2) The *Provider* provides training for its employees and Subcontractors in accordance with the security plan.
- (3) The *Provider* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide

the Services. The *Provider* implements measures to prevent the disclosure of such information by its employees or Subcontractors.

### 1.2.2 Information Systems

- (1) The *Provider* maintains and operates the Business Information Gateway interface or other access requirements as agreed with the *Service Manager* for:
  - (a) the management of information and records relating to the Area Network,
  - (b) the support of decisions relating to programmes of work for maintenance and improvement of the Area Network,
  - (c) receiving and transmitting communications, information, records and data from and to the *Service Manager* and
  - (d) the operation of management information systems, which are part of the information and communication technology owned and managed by the *Employer*.
- (2) The *Provider* uses those systems, standards and procedures detailed in Annex 6, and facilitates new operating practices required as a result of the *Employer's* amendments to the systems, standards and procedures detailed in Annex 6.

### 1.2.3 Reporting

- (1) The *Provider* prepares and submits to the *Service Manager* the reports specified in Annex 19 in such form and compatible with such software as the *Service Manager* may reasonably require.
- (2) The *Provider* uses those procedural forms defined within Annex 16.

## 1.3 **Health and Safety**

### 1.3.1 The *Provider*:

- (1) acts as CDM co-ordinator in respect of all the Services to which the CDM Regulations apply including
  - Schemes carried out by a Contractor or Contractors,
  - work carried out by the RTMC Contractor (Midlands),
  - work carried out by the HADECS Suppliers and
  - work carried out by the VMS Suppliers,

and *performs all the* duties required of a CDM co-ordinator by the CDM Regulations,

- (2) as CDM co-ordinator, meets the criteria in HSE's Approved Code of Practice (L144) – "Managing Health and Safety in Construction", and provides the *Service Manager* with evidence of compliance and
- (3) acts as principal contractor in respect of all the Services to which the CDM Regulations apply including
  - Schemes carried out by a Contractor or Contractors but only if instructed by the *Service Manager*,
  - work carried out by the RTMC Contractor (Midlands) but only if instructed by the *Service Manager*,
  - *work carried out* by the HADECS Suppliers but only if instructed by the *Service Manager and*
  - *work carried out* by the VMS Suppliers but only if instructed by the *Service Manager*,

1.3.2 and performs all the duties required of a principal contractor by the CDM Regulations. Before *the start of any* construction work (as defined in the CDM Regulations) in the Area Network the *Provider*:

- (1) satisfies itself that a construction stage plan in respect of the relevant *works is* in place which complies with regulations 23(1)(a) and 23(2) of the CDM Regulations and provides a copy to the *Service Manager*,
- (2) advises the *Service Manager* on the suitability of the initial construction phase plan,
- (3) advises the *Service Manager* when the construction stage plan is sufficiently developed such that the *Employer* can authorise works to commence and
- (4) confirms to the *Service Manager* that adequate welfare facilities are in place.

1.3.3 The *Provider*:

- (1) holds the health and safety file (being the file in respect of the Area Network containing the information required by regulation 20(2)(e) of the CDM Regulations) on behalf of the *Employer* and keeps it up to date and available for inspection by any person who may need to

refer to the information contained in it (including any Prospective Tenderer),

- (2) reports to the *Service Manager* within 24 hours, details of any serious incidents involving any person injured or killed in connection with any of the Services. Such incidents are reported through the Highways Agency's Accident and Incident Reporting System (AIRSweb) and
- (3) operates an occupational health management system in line with the requirements of HSE's construction occupational health management model.

#### **1.4 Road Safety Audits**

- 1.4.1 The *Provider* undertakes Road Safety Audits in respect of all Schemes developed and/or managed by the *Provider* and the Outgoing Provider in accordance with the *Employer's* reference document HD19/03.

#### **1.5 Statutory Powers and Functions**

##### **1.5.1 Statutory Powers**

- (1) The *Provider*:
  - (a) advises the *Service Manager* of any statutory power, which is essential or beneficial for the *Employer* to use in order to fulfil its duties and
  - (b) provides assistance to enable the *Employer* to exercise its statutory powers.

##### **1.5.2 Authorised Functions**

- (1) The *Provider*:
  - (a) exercises properly and fully those functions in respect of the Area Network identified in Annex 2 as being "Authorised Functions",
  - (b) performs the relevant services listed in the column headed "*Provider's* Duties" in respect of those functions of the *Employer* identified as being "Services in relation to *Employer's* functions" in Annex 2 and
  - (c) provides all documents, material and assistance (including arranging for the provision of notice boards and their erection on site and their subsequent maintenance and return to store) and any necessary associated works, which the *Employer* may require for the purpose of making Orders.

### 1.5.3 Specified Agreements

- (1) For the specified agreements listed in the Network Information, the *Provider*:
  - (a) liaises with Others and co-ordinates all work, on or affecting the Area Network, to be undertaken by Others, including any work arranged or undertaken by any Outgoing Provider,
  - (b) confers and collaborates with Others to facilitate performance by them of work relating to the obligations of the *Provider* or which may affect the Area Network,
  - (c) refers disagreements, disputes or differences between the *Provider* and any contractor, consultant or agent, to the *Service Manager* for resolution and
  - (d) manages and arranges relevant activities for the maintenance of equipment as identified in the Network Information.

## 1.6 **Consultation, Liaison and Planning**

### 1.6.1 The *Provider*:

- (1) consults and liaises with all relevant authorities to ascertain their requirements or advice on relevant matters in connection with services affecting the Area Network,
- (2) informs the *Service Manager* of such consultation and provides advice and recommendations on the requirements of all authorities,
- (3) refers all land search enquiries by third parties to the *Service Manager*,
- (4) advises the *Service Manager* where the *Provider* is to meet the requirements of the authorities, which affect or may affect the Services, and the *Provider* complies with any requirements of the *Service Manager*,
- (5) develops Procedures for liaison with the Traffic Officers and other stakeholders and interested parties for acceptance by the *Service Manager*,
- (6) liaises with the police and 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 *Employer* in approving the interface between the *Employer*, Emergency Services and other highway authorities,
- (8) undertakes continuing liaison with the Emergency Services and adjacent highway authorities to seek to identify accident patterns and causes of congestion as well as examining cost effective engineering, education and enforcement solutions to reduce road casualties,
- (9) attends all meetings convened by the *Service Manager* and Others relating to the management, operation, performance and maintenance of the Area Network and the obligations of the *Provider*,
- (10) 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 Area Network,
- (11) establishes liaison procedures with the RTMC Contractor (SE),
- (12) consults and liaises with Regional Control Centres (RCC) and adjacent ASC Providers and Service Managers regarding the management of the RTMC Contractor (Midlands), and work on other ASC Areas including RTMC work and associated traffic management,
- (13) establishes liaison procedures with the HADECS Suppliers and the VMS Suppliers,
- (14) establishes liaison procedures with the organisation delivering the National Roads Telecommunications Services (NRTS Co) project for the *Employer* in relation to the matters referred to in the template agreement in Annex 11 and uses reasonable endeavours to reach agreement with the NRTS Co. on the various items identified within the template agreement in Annex 11 and
- (15) establishes liaison procedures with the organisations listed in the Network Information section 8 and any others that may be required.

1.6.2 The *Provider* plans the implementation of all works and functions forming part of and associated with the Services. In programming work the *Provider* liaises with the *Service Manager* and Others.

## **1.7 Analyst Role**

1.7.1 The *Provider*.

- (1) develops a strong working relationship with the Regional Intelligence Unit, spending time as appropriate working at the *Employer's* offices,
- (2) provides a focal point for communications between the Regional Intelligence Unit and the *Provider*,
- (3) provides intelligence to support tactical and strategic decision making to inform the management of the *Employer's* and *Provider's* performance measures and network risks. This to be agreed through the Regional Management Meetings, Regional Operations Boards and Joint Operations Meetings and to be based on the *Providers* and *Employer's* qualitative and quantitative data,
- (4) produces problem profiles on risks to the operation of the network as agreed through the Joint Operation Meetings, Regional Management Meetings and Regional Operations Boards. These to include risks from events, roadworks, incidents and traffic growth,
- (5) provides intelligence to the Area teams, Planning Teams, Major Projects and Traffic Management Service on the impact of proposed roadworks and events and supports on understanding the impact of alternative options,
- (6) produces problem profiles on the cause of changes in performance as identified in the regional monthly Tactical Assessments,
- (7) monitors data suitability,
- (8) becomes proficient in using Service Provider data and systems for analysis, and gains the ability to extract and analyse the Highway Agency's flow, speed, travel time and delay data,
- (9) attends and contributes to the Intelligence Units' national Tactical Analysts meetings, sharing best practice and ensuring consistency of analysis and intelligence and
- (10) supports and develops existing and future intelligence gathering tools.

## **1.8 Customer Services**

### **1.8.1 Publicity, Public Relations and the Media**

- (1) The *Provider* acts in accordance with the requirements of the "Highways Agency's Communication Strategy" and complies with the requirements of Annex 3.

- (2) The *Provider* provides to the *Service Manager* information necessary for the operation of the *Employer's* information service. The *Employer's* information service requires details of proposed lane closures and traffic safety and management measures.
- (3) The *Provider* arranges for signs to be erected to inform users of planned road closures and or lane closures at least 14 days before implementation, including the times and dates of the closure, unless otherwise agreed by the *Service Manager*.
- (4) The *Provider* makes recommendations to the *Service Manager* on publicity arrangements for any work on the Area Network.
- (5) Unless otherwise agreed by the *Service Manager*, the *Provider* prepares draft circular letters advising local residents of works that will affect them and submits such letters, with addresses, to the *Service Manager* for acceptance.
- (6) The *Provider* delivers circular letters as accepted by the *Service Manager*.
- (7) The *Provider* informs Others affected by any work.
- (8) The *Provider* monitors all local press, (including cuttings provided by the *Employer*) and includes a summary of the press coverage of topics associated with the Services as part of its Monthly Review Progress Report as specified in Annex 19.

#### 1.8.2 Customer Enquiries, Correspondence and Complaints

- (1) The *Provider* deals with all queries and complaints received relating to the Area Network immediately and courteously. Insofar as such queries or complaints are not capable of being dealt with immediately, the *Provider* provides a written reply within ten (10) working days of the relevant query or complaint being received.
- (2) The *Provider* maintains a register detailing all queries and complaints and the actions taken by the *Provider* in relation to them. The register is retained by the *Provider* for at least the previous six years and is available for inspection by the *Service Manager* at all reasonable times.
- (3) The *Provider* provides a direct first single point of contact for all enquiries relating to the Area Network including communications with relevant authorities, agencies, other bodies and third parties. This contact facility is provided 24 hours a day each and every day, and manned during normal office hours.

- (4) The *Provider* maintains close liaison with, and operates systems compatible with, the Highways Agency Information Line (HAIL). The *Provider* deals promptly with any query or complaint referred to the *Provider* as a result of an enquiry to HAIL. On completion of the necessary action by the *Provider* in relation to any such query or complaint the *Provider* informs the appropriate HAIL personnel of the action taken in addition to any other register, record or report required under this contract.
- (5) The *Provider* provides postal, telephone, facsimile, e-mail and other electronic transfer facilities for receipt and transmission of customer service enquiries and responses as appropriate.
- (6) The *Provider* provides any information that is needed to enable the *Service Manager* to prepare statements or responses to questions or issues raised by or on behalf of any public organisation (including the United Kingdom parliament, any local authority or any member or representatives of the foregoing). The *Provider* provides such information within any time periods which may be imposed by the *Service Manager* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If it is impossible for the *Provider* to do so, the *Provider* immediately gives notice to the *Service Manager* setting out in full the reasons.
- (7) Where such questions or issues are raised with or addressed to the *Employer* (and not with the *Provider* directly), the *Provider* does not communicate directly with such public organisation in respect thereof, without having obtained prior written acceptance from the *Service Manager* of the form and terms of its communications, save to the extent that he is legally required to do otherwise.
- (8) The *Provider* promptly informs the *Service Manager* of any communications in connection with the subject matter of this contract and the Area Network generally with:
  - (a) MP's or MEP's,
  - (b) any public organisation and
  - (c) any other third party where the matters in question might reasonably be expected by the *Provider* to have political significance, be in the public interest, or concern issues of policy.

The *Provider* promptly provides the *Service Manager* with copies of any such communications provided in writing.

## **1.9 Third Party Claims**

### **1.9.1 Third party claims duties during the Contract Period**

- (1) The *Provider* performs the duties described in Annex 23 that are carried out during the Contract Period in connection with all claims by the *Employer* against third parties for damage to Crown property (Green Claims).
- (2) The *Provider* performs the duties described in Annex 23 that are carried out during the Contract Period in connection with all claims by third parties against the *Employer* (Red Claims).

### **1.9.2 Third party claims duties after the expiry of the Contract Period**

- (1) The *Provider* performs the duties described in Annex 23 that are carried out after the expiry of the Contract Period in connection with all claims by the *Employer* against third parties for damage to Crown property (Green Claims).

## **1.10 Mobilisation and Demobilisation**

### **1.10.1 Mobilisation**

- (1) The *Provider* designs and documents a mobilisation Process in accordance with the requirements of Annex 24, and submits it to the *Service Manager* for acceptance within two weeks of the *starting date*.
- (2) The mobilisation Process includes all the work activities necessary to carry out Services during the mobilisation period. In addition the Process indicates the following:
  - (a) timescales for each activity including a programme
  - (b) an activity for the preparation and management of a risk register relating to mobilisation activities,
  - (c) a programme for the production of the individual Annex 24 Subprocess designs,
  - (d) a date for submission of the Annual Commercial Plan that is no later than six weeks prior to the *access date*,
  - (e) a date for submission of an information security plan that is no later than six weeks prior to the *access date* and
  - (f) dates for procurement of resources so that the *Provider* is fully able to perform the Services at the *access date*.
- (3) The *Provider*:

- (a) must be able to fully perform the Services at the *access date*,
- (b) establishes the relevant components of the Business Information Gateway interface,
- (c) shall provide power and a data line (linked to the *Provider's* computer network) for each cabinet location required to safeguard the communication equipment. The *Provider* shall permit and manage the installation on his computer network of the software which provides the functionality to safeguard the equipment. The *Provider* shall agree with the *Employer* during Mobilisation or the duration of the contract to arrange relocation of the TRAKA cabinets, if required.
- (d) takes the steps necessary for the establishment of the Network Board,
- (e) prepares the Quality Plan no later than four weeks prior to the *access date*,
- (f) prepares the Category Management Plan no later than four weeks prior to the *access date*,
- (g) attends a one day *Employer's* workshop to review use of Lean for continual improvement four weeks prior to the *access date*,
- (h) prepares a transition plan and submits it to the Service *Manager* for acceptance, no later than three weeks prior to the *access date*. The *Provider* includes the transition plan in its quality management system.

The plan must detail how the *Provider* is to deliver the Services 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 *Provider's* employees who are transferred from the Outgoing Provider,
- include Procedures which set out the *Provider's* approach to the transition of its employees,

- explain how the *Provider* 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,
  - identify key staff and their roles.
- (i) 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 *Provider* will undertake demobilisation services and
  - a regular review mechanism of this plan.
- (j) prepares the following plans in accordance with the Asset Maintenance and Operational Requirements:
- Maintenance Requirements Plan,
  - Network Occupancy Plan,
  - Severe Weather Plan,
  - Salt Re-stocking Plan,
  - Incident Response Plan,
  - Contingency Plan,
  - Geotechnical Asset Management Plan,
  - Environmental management Plan,
  - Operation & Maintenance Manual (tunnels) and
  - Watchman Plan.
- (k) becomes familiar with the Area Network and all interfaces and boundaries. The *Provider* appraises itself of the tasks carried out by the *Outgoing Provider* and identifies any tasks required by the *Employer*, which have not previously been carried out by the *Outgoing Provider* so that at the *access date* the *Provider* is able to commence all of its duties under this contract,

- (l) takes all reasonable steps to obtain from the Outgoing Provider and the *Service Manager*, all records, programmes and other information necessary or required for the carrying out of its duties under this contract,
- (m) takes all reasonable steps to establish the Integrated Asset Management Information System (IAM IS) for the management of routine and planned maintenance on the Area Network as described in Annexes 6 and 25 of the Service Information, and ensures data has been obtained from the Outgoing Provider to populate the system. This includes but is not limited to the following actions:
  - (i) providing reasonable and appropriate resources to aid the *Employer* in establishing the Integrated Asset Management Information System,
  - (ii) engaging in testing of any interfaces required by the *Provider* to operate the IAM IS with its own systems,
  - (iii) advising the *Service Manager* within two weeks of beginning the mobilisation period of the data necessary or required in the IAM IS for the carrying out of its duties under this contract,
  - (iv) taking all reasonable steps to obtain the data necessary or required in the IAM IS for the carrying out of its duties under this contract from the Outgoing Provider,
  - (v) providing to the *Service Manager*, one month prior to the access date, the data obtained from the Outgoing Provider necessary or required in the IAM IS for the carrying out of its duties under this contract and
  - (vi) providing to the *Service Manager*, one month prior to the access date, the required configuration information to enable it to operate the IAM IS under this contract.
- (n) reviews the designs of Schemes carried out by the Outgoing Provider relevant to the discharge by the *Provider* of its duties and submits a Scheme design report to the *Service Manager* advising as to their adequacy and detailing the need for any further work necessary to satisfy the requirements of Annex 20 Stage 2 Phase 2A. The report must identify and provide details of any deficiencies against each of the items listed under Phase 2A of Stage 2 and any other deficiencies relating to the development of Schemes. The report must also include

detailed proposals and a detailed forecast Defined Cost plus Fee of the work necessary to correct the deficiencies.

- (o) reviews the results of any surveys, assessments or other investigations previously carried out by Others relevant to the discharge by the *Provider* of its duties and advises the *Service Manager* as to their adequacy and the need for any further survey or other work,
- (p) liaises as appropriate with the Outgoing Provider, any other contractor of the *Employer* on the Area Network, and any relevant authority, to ensure smooth transitional arrangements. The *Provider* becomes familiar with any residual duties to be performed by the Outgoing Provider and any ongoing work being performed on the Area Network and advises the *Service Manager* as appropriate,
- (q) advises the *Service Manager* of any additional Services, which the *Provider* considers appropriate to be performed during the Mobilisation Period eight weeks prior to the *access date*,
- (r) reviews the financial planning undertaken by the Outgoing Provider and the approved budget allocations for the remainder of the financial year and contained within the Outgoing Provider's programme. The *Provider* recommends to the *Service Manager* any changes necessary to the programme prepared by the Outgoing Provider. The *Provider* attends as necessary any workshops in connection with the *Employer's* budget planning procedures,
- (s) prepares the Annual Commercial Plan for the first Financial Year and submits it to the *Service Manager* for acceptance, no later than six weeks prior to the *access date*,
- (t) prepares an information security plan and submits it to the *Service Manager* for acceptance, no later than six weeks prior to the *access date*,
- (u) prepares a records policy document including the disposal of records based upon the Agency Records Policy and submits it to the *Service Manager* for approval, no later than six weeks prior to the *access date* and
- (v) prepares the Area Business Strategy and submits it to the *Service Manager* for agreement, not later than four weeks before the *access date*. The Network Board ratifies the agreed Area Business Strategy prior to the *access date*.

- (4) The *Provider* arranges for Staff requiring access to Highways Agency premises, infrastructure, amenities and records, to be vetted in accordance with the procedures in Part 2 of Annex 4, whether this be during or after mobilisation, and for the performance of the *Provider's* duties.

#### 1.10.2 Demobilisation

- (1) The *Provider* delivers the following information to the *Service Manager* for acceptance in a format agreed with the *Service Manager*. A draft of the information is provided 3 months before the expiry of the Contract Period and is finalised 1 week before the expiry of the Contract Period or at a time agreed with the *Service Manager*.
  - (a) all relevant inventories and records including any electronic inventories/records,
  - (b) the data collected, calculations and the results of analyses produced by the *Provider* in connection with surveys, other investigations and enquiries and
  - (c) a report on all designs in progress, outstanding defects, work in progress and the *Provider's* assessment of all duties that would appropriately be performed by the *Provider* after the end of the Contract Period.
- (2) The *Provider*:
  - (a) makes all necessary data available and provides all necessary facilities, including accommodation (as stated in this contract) advice and assistance to enable the Incoming Provider to perform its duties equivalent to the *Provider's* mobilisation duties,
  - (b) co-operates with the Incoming Provider and the *Employer* to discuss and agree a detailed plan to ensure a smooth transfer of operation,
  - (c) vacates and hands back offices, materials, and equipment provided by the *Employer* in good order at the end of the Contract Period and
  - (d) transfers all digital information that is accumulated during the Contract Period to the *Service Manager*, other than the *Provider's* digital information relating to the acquisition and management of the *Provider's* resources, at the end of the Contract Period.

**1.11 Facilities for the *Employer***

1.11.1 The *Provider* provides facilities for the representatives of the *Employer* as specified in Annex 8.

**1.12 Employer's Premises**

1.12.1 The *Provider* carries out the improvements to the Employer's Premises described in Schedule 2 of the Lease (which is annexed to Schedule 2 of the Conditions of Contract) in accordance with clause 3.8 of the Lease.

1.12.2 When instructed by the *Service Manager* the *Provider* provides services in connection with improvements or alterations to the Employer's Premises where such improvements are not described in Schedule 2 of the Lease.

1.12.3 The *Provider* carries out all its other duties in accordance with the requirements of the Lease (which is annexed to Schedule 2 of the Conditions of contract).

**1.13 Employer's Stocks**

1.13.1 The *Provider* provides facilities for and manages the Employer's Stocks listed in the Network Information in accordance with Part Three of Annex 7.

## **2 FINANCIAL MANAGEMENT**

### **2.1 General**

- 2.1.1 The *Provider* assists the *Employer* in developing an ongoing four year Forward Programme.
- 2.1.2 The *Provider* assists the *Service Manager* with financial management of the Area Network by receiving from the *Service Manager*, financial allocations, which are subject to amendment from time to time by the *Service Manager*, and monitoring and reporting on the Services to be carried out.
- 2.1.3 The *Provider* provides information required by the *Employer* to assist the *Employer* with the financial management of the Area Network, including the provision of management information to enable the *Employer* to produce management and statutory accounts.
- 2.1.4 In planning the Services Budget and developing the Forward Programme the *Provider* follows the *Employer's* systems, processes and guides.
- 2.1.5 The *Provider* operates the *Employer's* Current Systems and the *Employer's* New Systems detailed in Annex 6 and the *Employer's* System for Managing detailed in Annex 21.

### **2.2 Cost Reimbursable Services**

- 2.2.1 For each cost reimbursable Service, and at least two weeks before commencing the Service, the *Provider* 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) a schedule of activities,
  - (3) a detailed estimate showing resources, including people categories, time allowed, Defined Cost plus Fee and any other costs, against each item in the activity schedule,
  - (4) a risk register,
  - (5) a detailed programme of activities with milestones and
  - (6) a financial forecast showing the weekly anticipated cost.
- 2.2.2 During the provision of each cost reimbursable Service the *Provider*:

- (1) carries out a review of actual costs against forecast at intervals instructed by the SM and reports the result of the review to the *Service Manager* including an explanation of any variances,
- (2) submits an early warning and revised forecast as soon as it becomes apparent that the agreed estimate is going to be exceeded, together with proposals to realign the forecast with the original estimate and
- (3) provides monthly reports to the *Service Manager* showing cost to date and anticipated cost to completion together with an updated programme.

## **2.3 Annual Commercial Plan**

- 2.3.1 The Annual Commercial Plan as specified in Annex 19 is prepared in sufficient detail to identify all the Services, both planned, and anticipated but unplanned, to be provided in that year together with the timing proposed for their provision, the proposed resources and the forecast of the *Employer's* expenditure for each activity.
- 2.3.2 If the forecast of the *Employer's* expenditure exceeds the *Employer's* approved Services Budget, the *Provider* makes any adjustments to the Annual Commercial Plan as instructed by the *Service Manager*.
- 2.3.3 The *Provider* amends its Annual Commercial Plan and provides supporting details if requested to do so by the *Service Manager*.
- 2.3.4 The *Provider* monitors actual and forecast expenditure by the *Employer* against the latest issue of the Annual Commercial Plan. The *Provider* reports monthly to the *Service Manager*, against the budget headings in Annex 5, the monthly and cumulative annual expenditure by the *Employer*.
- 2.3.5 The *Provider's* monthly report highlights any deviation between actual and forecast expenditure, and the accepted Annual Commercial Plan.
- 2.3.6 The *Provider* provides additional forecasts or estimates and/or further information within 14 days of being requested to do so by the *Service Manager*.
- 2.3.7 The *Provider* does not incur expenditure in excess of the Annual Commercial Plan for any Financial Year without the prior agreement in writing of the *Service Manager*.

## **2.4 Invoicing**

- 2.4.1 At the same time as submitting invoices, the *Provider* submits all the supporting information required by the *Service Manager* to demonstrate how the amount stated as due in each invoice has been assessed.

## **2.5 Cost Capture**

- 2.5.1 The *Provider* records cost in accordance with the cost capture data requirements in Annex 5, and submits the records in a format and at intervals to be agreed with the *Service Manager*.
- 2.5.2 The *Provider* submits to the *Service Manager* within thirteen weeks after completion of a Scheme, in a format to be agreed with the *Service Manager*, a Post Completion Review which comprises the requirements of Annex 20, including Activity Benchmark Sheets as referred to in Annex 5 and final CON forms referred to in Annex 16.
- 2.5.3 The *Provider* 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 *Provider* proposes to achieve year on year continual improvement in Providing the Services.

## **2.6 Collection of Fees**

- 2.6.1 The *Provider*:
- (1) collects on behalf of the *Employer*, fees and costs that the *Employer* is authorised to collect; including without limitation statutory undertakers inspection fees, tourist signs and footway crossings fees, and reimburses those fees to the *Employer*,
  - (2) reports to the *Service Manager* all fees claimed and recovered on behalf of the *Employer*,
  - (3) advises the *Service Manager* on further actions he could take in respect of unrecovered claims and
  - (4) takes any further action as instructed by the *Service Manager* to recover fees and costs due to the *Employer*.

## **3 ASSET MANAGEMENT**

### **3.1 Records**

- 3.1.1 Within two months of the *access date* the *Provider* submits an Information/Records Gap Analysis report to the *Service Manager* detailing any gaps in the following information/records:
- (1) records as listed in Annex 17 and
  - (2) reports as listed in Annex 19 save where expressly provided otherwise.

- 3.1.2 The Information/Records Gap Analysis report must provide a detailed set of costed proposals, with multiple options where possible to enable the *Service Manager* to select the most appropriate option, designed to address the gaps within 12 months of the *access date*.
- 3.1.3 When instructed by the *Service Manager*, the *Provider* takes the necessary actions to implement those proposals approved by the *Service Manager*.
- 3.1.4 Asset data quality assessment requirements are detailed in Annex 25
- 3.1.5 The *Provider* creates and maintains the inventories and records:
- (1) listed in the Network Information and Annex 17 including revisions resulting from the actions of Others and
  - (2) in accordance with Annex 17.

### **3.2 Integrated Asset Management**

- 3.2.1 The *Provider* meets the requirements of Annex 25 in relation to the introduction and operation of asset management.

## **4 ASSET MAINTENANCE AND OPERATIONAL REQUIREMENTS**

### **4.1 General**

4.1.1 The Asset Maintenance and Operational Requirements and Annex 13 set the *Employers* Performance Requirements that the *Provider* must meet in providing the routine maintenance services on the Area Network. Where there is any inconsistency between the Asset Maintenance and Operational Requirements and Annex 13, Annex 13 takes precedent.

4.1.2 The *Provider* prepares, reviews, updates and maintains any plans or strategies that assist and inform the *Employer* in the management, maintenance and/or operation of the Network and its assets, their use, replacement, monitoring or replacement, together with the impact on third parties and communication with any such affected parties.

### **4.2 Inspections**

4.2.1 The *Provider* carries out inspections of the Area Network to comply with the Asset Maintenance and Operational Requirements and Annex 13.

### **4.3 Watchman**

4.3.1 The *Provider* stewards all activities relating to Area Network performance to comply with the Asset Maintenance and Operational Requirements and Annex 13.

### **4.4 Manage Network Occupancy**

4.4.1 The *Provider* manages Network Occupancy of the Area Network to comply with the Asset Maintenance and Operational Requirements, Annex 13 and Annex 12.

### **4.5 Incident Response**

4.5.1 The *Provider* provides and manages the Incident Response of the Area Network to comply with the Asset Maintenance and Operational Requirements and Annex 13.

### **4.6 Third Party Damage not exceeding £10,000**

4.6.1 The *Provider* repairs damage to Crown Property caused by third parties as part of its routine maintenance services when the forecast Defined Cost plus Fee plus the cost of any Employer's Stocks (excluding costs payable to Statutory Bodies and value added tax) of the repair does not exceed £10,000.

4.6.2 The *Provider* repairs and replaces loss or damage to any part of the Area Network (excluding the Employer's Premises) due to theft when instructed by the *Service Manager*.

#### **4.7 Severe Weather**

4.7.1 The *Provider* provides and manages the Severe Weather Service of the Area Network to comply with the Asset Maintenance and Operational Requirements, Annex 7 (Parts 1 and 2) and Annex 13.

#### **4.8 Drainage**

4.8.1 The *Provider* provides a routine maintenance service for the drainage system to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.9 Fences, Walls, Screens and Environmental Barriers**

4.9.1 The *Provider* provides a routine maintenance service for fences, screens and environmental barriers to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.10 Geotechnical Assets**

4.10.1 The *Provider* provides a routine maintenance service for geotechnical assets to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.11 Lighting**

4.11.1 The *Provider* provides a routine maintenance service for lighting to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.12 Paved Areas**

4.12.1 The *Provider* provides a routine maintenance service for paved areas to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.13 Road Markings and Road Studs**

4.13.1 The *Provider* provides a routine maintenance service for road markings and road studs to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.14 Road Restraint Systems**

4.14.1 The *Provider* provides a routine maintenance service for road restraint systems to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.15 Road Traffic Signs**

4.15.1 The *Provider* provides a routine maintenance service for road traffic signs to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.16 Soft Estate**

4.16.1 The *Provider* provides a routine maintenance service for the soft estate to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.17 Structures**

4.17.1 The *Provider* provides a routine maintenance service for structures to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.18 Sweeping and Cleaning**

4.18.1 The *Provider* provides a routine maintenance service for sweeping and cleaning to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.19 Tunnels**

4.19.1 The *Provider* provides a routine maintenance service for tunnels to comply with the Asset Maintenance and Operational Requirements and Annex 13.

#### **4.20 Traffic Management**

4.20.1 The *Provider* consults and liaises with relevant authorities and co-ordinates the provision of all traffic management including traffic management carried out by Others, within the Area Network 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.

4.20.2 The *Provider* provides traffic management necessary to Provide the Services and carries out its work in a manner that achieves the *Employer's* goal of eliminating the need for workers to be on the live carriageway by 2016.

**4.21 Asbestos Surveys**

- 4.21.1 Where asbestos surveys undertaken under scheme design do not deliver the 5% annual target, the *Provider* undertakes additional asbestos surveys to deliver the target.

## **5 SCHEMES**

### **5.1 Scheme Identification**

- 5.1.1 The *Provider* identifies Schemes in accordance with Stage 1 (Identification) of Annex 20.

### **5.2 Scheme Design and Management**

Schemes partly designed by the Outgoing Provider

- 5.2.1 When instructed by the *Service Manager* the *Provider* takes the necessary actions to implement the proposals in the Scheme design report necessary to satisfy the requirements of Phase 2A of Annex 20 Stage 2 (Design and Management).

- 5.2.2 The *Provider* manages the Scheme in accordance with Phase 2B of Annex 20 Stage 2 (Design and Management), when instructed by the *Service Manager*.

- 5.2.3 The *Service Manager* is not obliged to instruct the Provider to perform the Services in Annex 20 Stage 2 (Design and Management) for any Scheme where the Scheme Budget Cost is above the Threshold and may instruct Others to do so.

Schemes not partly designed by the Outgoing Provider

- 5.2.4 The *Provider* designs and manages Schemes in accordance with Phases 2A and 2B of Annex 20 Stage 2 (Design and Management), when instructed by the *Service Manager*.

### **5.3 Category Purchase Agreements**

- 5.3.1 The *Provider* provides Category Management Services identified in Annex 29.

### **5.4 Scheme Construction by the Provider**

- 5.4.1 The *Provider* constructs Schemes in accordance with Annex 20 Stage 3 (Construction by the *Provider*), when instructed by the *Service Manager*.

### **5.5 Scheme Construction by Others**

- 5.5.1 The *Provider* provides contract Management Services identified in Annex 9, when instructed by the *Service Manager*.

**5.6 Section 278 Schemes**

5.6.1 The *Provider* provides services in connection with Section 278 Schemes as instructed by the *Service Manager*.

**5.7 Completion**

5.7.1 Completion of a Scheme carried out by the *Provider* is when the Scheme is ready for use by the *Employer* and the *Provider* has:

- (1) completed all construction work that has to be done,
- (2) completed all testing and commissioning,
- (3) removed all materials, equipment etc not forming part of the permanent works,
- (4) removed all temporary accommodation and
- (5) has done any other work which the Scheme Information document, as referred to in Annex 20, states is to be done before completion of the Scheme.

5.7.2 The *Provider* notifies Completion of a Scheme carried out by the *Provider* by submitting, within one week of completion, a completion certificate form, as detailed in Annex 20, to the *Service Manager* for acceptance and certification.

5.7.3 Within one month of completion the *Provider* provides to the *Service Manager*:

- (1) critical operation and maintenance manuals/records,
- (2) the Health and Safety file with draft “as built” drawings and records and
- (3) ensures all the information required to update the asset data, as a result of the Scheme, is ready for input into the relevant Information Systems detailed in Annex 6 and in accordance with the Asset Data Management Manual, Annex 17 and Annex 25.

5.7.4 Within two months of completion the *Provider*:

- (1) completes the final drawings, completes all updates to asset data and issues other manuals, records and files as required by the *Service Manager* and
- (2) checks that the asset data in the Information Systems reflects the final drawings and as-built records.

5.7.5 Within 13 weeks of completion the *Provider*:

- (1) submits the final Price for Work Done to Date by completing the Final Financial Assessment Certificate form as detailed in Appendix B to Annex 20 and
- (2) issues a post completion review as detailed in Annex 20 including the Activity Benchmark Sheet as detailed in Annex 19.

## **6 TECHNICAL SERVICES**

### **6.1 Road Safety Reports**

6.1.1 The *Provider* assists in the collation of information in order to inform future Road Safety Reports as instructed by the *Service Manager*.

### **6.2 Special Order Movements**

6.2.1 The *Provider* assists in managing the expeditious movement of Special Orders Abnormal Indivisible Loads in accordance with AMOR when instructed by the *Service Manager*.

### **6.3 Sweeping and Cleaning Rapid Response**

6.3.1 The *Provider* carries out a Sweeping and Cleaning Rapid Response when instructed by the *Service Manager* and to the timescale specified in the instruction.

### **6.4 Special Inspections**

6.4.1 The *Provider* executes Special Inspections not listed in Annex 13 when instructed by the *Service Manager* and to the timescale specified in the instruction.

### **6.5 Development Control**

6.5.1 When instructed by the *Service Manager* the *Provider* considers the safety and traffic impact upon the Area Network of development proposals submitted to the *Provider* by the *Employer* and provides initial advice to the *Service Manager* within the timescale prescribed. This advice shall address any direct or indirect effects that the proposed development or re-development may have on the Area Network, in so far as these concern the movement of Area Network traffic and the safety of Area Network users. Where it is clear that there are no significant safety and traffic implications the *Provider* advises no action is required, together with providing the necessary justification. Where it is clear that there are significant safety and traffic implications, the *Provider* clearly describes them and advises the *Service Manager* of any Area Network improvements that are necessary in order to accommodate the development or re-development, and where appropriate identifies further investigation work or studies that are required.

6.5.2 Development proposals shall include but not limited to the following:

- (1) Spatial Planning – Development objectives, targets, policies and proposals as outlined in draft Development Plans, e.g. proposals for

Mineral Extraction and Waste Disposal. Other development documents and plans with highway implications.

- (2) Development Planning – Planning applications and other development proposals, which are likely to have a material impact on the SRN within England. The Planning and Compulsory Purchase Act 2004 has imposed a statutory duty on the Highways Agency to respond to all planning application consultations within the periods laid down by regulation. Applications must be assessed in accordance with the Highways Agency policy and guidance on the planning process, set out in Department for Transport (DfT) Circular 02/2007 ‘Planning and the Strategic Road Network’, or any revised legislation.

6.5.3 When instructed by the *Service Manager* the *Provider* is to provide advice, as required, on the implications of:

- (1) Traffic Models – Skills and personnel to operate and use the most common traffic micro and macro simulation models and economics software programs.
- (2) Integration
- (3) Economic effects of development
- (4) Safety appraisal
- (5) Environmental assessment
- (6) Accessibility
- (7) Committed development & Development Plan targets
- (8) Combined impact of developments
- (9) Highway assessment
- (10) Traffic studies and Scheme evaluation
- (11) National and Regional Network Reports & Management Strategies (including the Spatial Planning Statements) and Integrated Regional Strategies
- (12) Eco-Towns/New Growth Points
- (13) Infrastructure Planning Commission
- (14) Public Inquiries, Appeals, Lands Tribunals and Examinations In Public

(15) Local Area Agreements (LAAs) / Multi Area Agreements (MAAs)

(16) Liaison

(17) Summary/Reporting

## **6.6 Arbitration and Legal Proceedings**

6.6.1 The *Provider* assists with and attends arbitration, alternative dispute resolution proceedings, consultation, inquiries, and legal *proceedings* under a contract with Others when instructed by the *Employer*.

## **6.7 Consultations, Inquiries etc**

6.7.1 The *Provider* 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 *Employer* 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*.

## **6.8 Land Transactions/Searches**

6.8.1 The *Provider* undertakes land transaction duties and carries out land search enquiry work when instructed by the *Service Manager*.

## **6.9 Translation of Existing Records**

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

## **6.10 Safe Checking of Vehicles**

6.10.1 The *Provider* assists the safe checking of vehicles by the police and Vehicle and Operator Services Agency (VOSA) within maintenance compounds or other locations as directed by the *Service Manager*.

## **6.11 Tourist Signs/Footway Crossings**

6.11.1 The *Provider* undertakes assessments in connection with proposed tourist signs and footway crossings when instructed by the *Service Manager*.

**7 TECHNOLOGY****7.1 Regional Site Data Design**7.1.1 *The Provider*

- (1) undertakes the roles, requirements and responsibilities of the Regional Site Data Designer (RSDD) as defined within MCH 1596,
- (2) manages, administers and co-ordinates the activities of Site Data Designer(s) (SDD) referred to in MCH 1596 in connection with works that affect Traffic Technology Systems within the Area Network,
- (3) provides, for the duration of the *contract period*, appropriate computer and licensed software to operate 'Data entry package' (DEP) and 'test bed' software provided, with an appropriate licence, by the *Employer* to the *Provider* on the Contract Date and
- (4) provides suitable and sufficient computer hardware and licensed software capable of viewing and annotating OIF map(s) held in .DXF format supplied by Others.

**8 RTMC CONTRACTOR (MIDLANDS)****8.1 Management**

8.1.1 The *Provider* manages the RTMC Contractor (Midlands) in accordance with Annex 26.

**8.2 Facilities**

8.2.1 The *Provider* provides:

- (1) depot space for the RTMC Contractor (Midlands) and
  - (2) facilities for representatives of the RTMC Contractor (Midlands),
- in accordance with Annex 8.

**8.3 Traffic Management**

8.3.1 The *Provider* provides traffic management for the RTMC Contractor (Midlands) to enable the RTMC Contractor (Midlands) to meet its performance requirements for those activities that require more than a “short stop” as defined in Chapter 8 & IAN 115 see Appendix A.

**9 NOT USED****10 HADECS AND VMS****10.1 Traffic Management**

10.1.1 The *Provider* provides traffic management for the HADECS Suppliers and the VMS Suppliers.