

NEC4

Term Maintenance Contract

S 800 Management of the *service*

DN581359

Commercial and Procurement Team

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S 800 Management of the service

Client's Policies

The *Contractor* complies with the *Client's* policies as set out in the table below.

Subject Area	Client's Policy	Comments
Highway Operations	Highways & Traffic Emergency & Adverse Weather Plan	Reviewed and revised annually. Refer to Annex 02
	Highway Safety and Inspection Manual	Reviewed and revised periodically. See link - Highway Safety Inspection Manual
Communications	Media Protocol	Reviewed and revised periodically. Refer to Annex 08
General/Corporate	Complaints Policy	Reviewed and revised periodically. Refer to Annex 05
	Dignity at Work Code of Practice	Reviewed and revised periodically. Refer to Annex 06

S 805 – Contract Team - Others

Delegation

Delegation of the *Client's* Statutory Functions

The *Client* may delegate to the *Contractor* the exercise of the statutory functions vested in the *Client* in accordance with the Table of *Client's* Delegated Statutory Functions reference Annex 07

The delegation of such functions (subject to the restrictions set out in the headings to columns 3 and 4 of the table of the *Client's* Delegated Statutory Functions) is in accordance with the Contracting Out (Highways Functions) Order 2009.

In this Contract, none of the *Client's* statutory functions are delegated to the *Contractor*.

Delegation of the *Service Manager's* Actions

Decide on Winter Service action(s). Determine and execute appropriate responses to winter weather conditions, in accordance with the Precautionary Treatment Decision Guide in the *Client's* "Highways & Traffic Emergency & Adverse Weather Plan".

S 810 – Communication System

All notifications under Contract will be by e-mail. The e-mail address for the *Service Manager* is highwayscontracts@somerset.gov.uk

Refer to Scope S 1800 Information modelling.

Table of Current *Client's* Systems not limited to, and subject to change depending on emerging technology and Local Government Reorganisation transformation.

System Name	Function	Software		Shared Information Category	Notes
		<i>Client</i>	<i>Contractor</i>		
Microsoft Office 365	Word, Excel, PowerPoint, SharePoint, Project	Standard	Transfer format	Shared Files	Standard office software, internet, and email

Client's Electronic Highway Asset Management System (CHAMS)	Refer to Scope S 1800 Information modelling Flexible asset register to view detailed location, physical condition, valuation, and operational information for infrastructure assets in a single, secure data repository. It also fulfils task ordering, payment.	Confirm Solutions Limited (CSL) / Brightly	<i>The Contractor(s)</i> shall use the <i>Client's</i> CHAMS	Asset data restricted Task Order and payment data is shared	Currently deployed within a managed SAAS environment run by CSL / Brightly (Confirm OnDemand)
Street Manager	Somerset Council Permit Scheme	DfT	DfT	Street Works register	<i>Client's</i> street works permitting records
WDM PMS	Road condition aids design of road schemes			<i>Client's</i> Records	<i>Contractor</i> read only
Mapping	Map backgrounds			<i>Client's</i> Records	<i>Contractor</i> read only
Datasets	Highway information aids design and delivery of Service			<i>Client's</i> Records	<i>Contractor</i> read only
AutoCad	General tool for design	Data	Transfer format	Shared Files	

ParkMap	Lines & Signs inventory information aids design of Service			<i>Client's</i> Records	<i>Contractor</i> read only
Performance Management	Performance data handling software	Building Software		Maintained	<i>Contractor</i> read only

Risk Management

The *Contractor* carries out (with assistance from the *Client*, the *Service Manager* and any relevant Subcontractors engaged in relation to the *Service* as considered appropriate) an initial risk assessment during the mobilisation period to identify:-

- Potential risks relating to Providing the *Service* during the first Financial Year (and thereafter for each ensuing Financial Year during the Service Period), the occurrence of which are capable of adversely affecting the time for completion, cost or quality of the service during that Financial Year,
- The probability of these risks occurring,
- A financial estimate of the most likely consequences of each risk occurring,
- (without prejudice to the risk allocation under, and terms of, the Conditions of Contract) those risks that are within the control, or are best managed by, the *Client*, the *Service Manager* or the *Contractor* or any other relevant members of the Supply Chain engaged in relation to the relevant part of the *Service* (provided that, for the avoidance of doubt, such risk allocation does not change the contractual risk allocation in this contract).

The results of this initial risk assessment will be included in an Early Warning Register produced by the *Service Manager* prior to the starting date.

Throughout the Service Period in collaboration with the Highway Operations Board and with assistance from the *Client*, the *Service Manager* and any relevant members of the Supply Chain, the *Contractor* reviews at intervals as set out in Contract Data Part 1 (or such other intervals as may be agreed by the Parties from time to time) and updates the Early Warning Register in relation to:-

- Any new risks that have arisen since the date of the last review,
- The steps taken to manage, prevent or mitigate previously identified risks,
- Risks which have been successfully managed, prevented or mitigated (which can be removed from the Risk Register) and

- (Without prejudice to the risk allocation under, and terms of, the Conditions of Contract) the prioritisation of all continuing risks and agreement of an action plan in respect of, and risk owners for, all risks prioritised as serious risks.

In accordance with clause 15.2 of the Conditions of Contract, the *Contractor* or the *Service Manager* arrange meetings to review the Early Warning Register in accordance with the Risk Management section of Scope S 800.

Unless otherwise agreed, the *Contractor* and the *Client* operate a similar procedure to that set out in the Risk Management section of Scope S 800 in relation to the carrying out of parts of the *Service* under individual Task Orders.

Throughout the Service Period, the Parties identify and mitigate potential risks affecting the delivery of the *Service*.

Media Protocol

All communications must be approved by the *Service Manager* before being issued.

The *Contractor* is to comply with the *Client's* Media Protocol (Refer to Annex 08).

Interface with others

Objective

- To ensure that good working relationships are maintained with Others (such as outside agencies, statutory undertakers, other consultants and other *Contractors* employed by the *Client*) during *Service* delivery.

Required Outcomes

- There is effective interface with Others (such as outside agencies, statutory undertakers other consultants and other *Contractors* employed by the *Client*) on behalf of the *Client*.
- The *Contractor* exercises appropriate authority when dealing with Others in line with instructions from the *Service Manager*.
- The details of the *Contractor's* role in relation to working and interaction with Others (such as outside agencies, statutory undertakers other consultants and other *Contractors* employed by the *Client*) are developed during the course of this contract.

Contractor's Role

- The *Contractor* conducts itself in accordance with the *Client's* values.
- Develops, maintains and demonstrates knowledge of inter-relationships necessary to liaise with Others on behalf of the *Client*.
- Deals with Others, with or without the *Service Manager*, at meetings, in correspondence and day-to-day liaison when required by the *Service Manager* and in accordance with agreed policies, procedures and protocols.
- Takes full account of constraints of Others in the provision of the *Service*.
- Rooms for meetings are to be provided by the *Contractor* unless instructed by the *Service Manager*. Wi-Fi connectivity must be provided freely, without charge to the *Client*.
- Unless otherwise stated in this Contract, the *Contractor* arranges and co-ordinates, with the approval of the *Service Manager*, all meetings, both in person and online, and provides refreshments as and when required by the *Service Manager*.
- Records meeting minutes and then distributes accordingly.
- Allows reasonable access to wash-down facilities for *Client's* vehicles involved in highway maintenance.
- Ad-hoc Personal Protective Equipment (PPE).

Service Manager's Role

- Works with the *Contractor* to develop procedures and protocols for the *Contractor's* liaison with Others.
- Attends meetings, as required.
- Chairs meetings.
- Fulfils general activities as described in the preamble to the Scope.

S 815 – Management Procedures

Meetings, attendees, and meeting records

A multi-level management structure for meetings is proposed to include local, operational, strategic, and partnership / collaborative meetings. All meetings will have a key focus on the delivery and performance of the contract(s) to meet the *Client's* strategic objectives.

Details of the proposed meetings supporting this are as set out in this section of Scope. Additional meetings will be arranged between the *Client*, *Service Manager* and the *Contractor* as appropriate.

The strategic and partnership/collaborative meetings are;

- the Highway Operations Board dealing with operational and managerial issues of this contract,
- the Strategic Partnership Board dealing with the strategic leadership and direction of this contract, and
- the Highway Contracts Collaborative Board dealing with the strategic alignment between the *Client*, *Service Manager*, and *Contractor(s)* for all highways contracts.

The local and operational meetings are;

- the Network Area Team (NAT) meetings typically attended by depot-based operational staff,
- the Operational Delivery meeting typically attended by *Contractor* and *Service Manager* operational service leads,
- the Operational Service Area meetings (which include Winter Service, Routine and Environmental, Highway Safety Defects and Risk Management) typically attended by *Contractor* and *Service Manager* operational service leads,
- The Finance and Progress meeting typically attended by *Contractor* and *Service Manager* operational finance managers,
- the Commercial meeting typically attended by *Contractor* and *Service Manager* commercial managers and service leads.

Prior to the starting date, the *Client*, *Service Manager*, and the *Contractor* each appoint proposed attendees to each of the meetings.

The Highway Operations Board

The Highway Operations Board meets monthly unless otherwise agreed. It is envisaged the Highway Operations Board comprises senior managers from the *Service Manager* and the *Contractor*.

All members shall be involved in the operational delivery of the contract, able to contribute, and make operational and financial decisions on behalf of their organisation(s). Further members may be included in the Highway Operations Board if it is deemed necessary by the core members to satisfy specific activities within the operational delivery. The boards' terms of reference shall be agreed within six months of the contract *starting date*.

The Highway Operations Board is responsible for (but not limited to):

- Delivering the outcomes of this Contract to meet the *Client's* strategic objectives,

- Monitoring and reviewing the performance of the Contract against the Key Performance Indicators,
- Ensuring any transformational opportunities resulting from Local Government Reorganisation are identified, progressed, and delivered to enhance levels of service to Somerset communities,
- Monitoring and ensuring timely and effective *service* delivery,
- Identifying efficiencies and ensuring they are realised, if possible,
- Liaising and supporting the Strategic Partnership Board and Highway Contracts Collaborative Board by sharing the results of its performance reviews with a view to identifying any lessons that can be learned or practices that can be improved upon,
- Identifying, assisting, managing, and mitigating operational risks,
- Monitoring the effectiveness and implementation of a shared culture and behaviours, considering proposals for improvement, and making recommendations to the Strategic Partnership Board and Highway Contracts Collaborative Board,
- Decisions of the Highway Operations Board are made using partnership and collaborative principles and in a spirit of mutual trust and co-operation.

The Strategic Partnership Board

The Strategic Partnership Board meets quarterly unless otherwise agreed. The board will be made up of directors, senior managers, and Elected Members, of the *Client*, *Service Manager*, and *Contractor* having responsibility for the performance of this contract. All members shall be involved in the strategic delivery of the contract, able to contribute, and make strategic and financial decisions on behalf of their organisation(s). Further members may be included in the Strategic Partnership Board if it is deemed necessary by the core members. The boards' terms of reference shall be agreed within six months of the contract *starting date*.

The Strategic Partnering Board is responsible for:

- Overseeing the Highway Operations Board and the delivery and performance of this contract to meet the *Client's* strategic objectives,
- Ensuring any transformational opportunities resulting from Local Government Reorganisation are identified, progressed, and delivered to enhance levels of service to Somerset communities,
- Reviewing and assessing the Contracts overall performance in providing the service,
- Approving any extensions to the contract term,
- Reviewing and approving the Annual Plan,
- Ensuring the service is delivered within the service budget,
- Implementing policy and procedures necessary for achieving the *Client's* strategic objectives,
- Deciding upon any issues escalated by the Highway Operations Board,
- Promoting continuous improvement in the performance of the service,
- Agreeing priorities, targets, and year on year improvements in relation to the Key Performance Indicators,

- Monitoring and promoting the effectiveness and implementation of a shared culture and behaviours, considering proposals for improvement, and making recommendations to the Highway Contracts Collaborative Board,
- Decisions of the Strategic Partnership Board are made using partnership and collaborative principles and in a spirit of mutual trust and co-operation.

The Highway Contracts Collaborative Board

The *Client* will be working with a number of contractors to deliver the full extent of the highways service. It is critical all parties work together to ensure efficiencies, innovation, and continuous improvement.

The Highway Contracts Collaborative Board meets quarterly unless otherwise agreed. The Board will be made up of Senior Managers of the *Client*, *Service Manager*, and *Contractor* having responsibility for the performance of the various contracts. All members shall be involved in the strategic and operational delivery of the contract, able to contribute, and make strategic, operational, and financial decisions on behalf of their organisation(s).

Proposed Board members are:

Client - Strategic Managers responsible for highway maintenance and new asset delivery, Commissioning Manager, Commercial and Procurement Manager.

Contractor (Highways Term Maintenance Contract) – Business Director and Operations Manager

Contractor – (Surfacing Contract) – Director(s) and Operations Manager(s)

Contractor – (Surface Dressing) – Director(s) and Operations Manager(s)

Contractor – (New Assets) – Director(s) and Operations Manager(s)

Further members may be included in the Highway Contracts Collaborative Board if it is deemed necessary by the core members to ensure, but not limited to, effective co-ordination of Task Order programmes and effective delivery of the Climate Change Plan.

The boards' terms of reference shall be agreed within six months of the contract *starting date*.

The different elements of highway service delivery are:

- Highways Term Maintenance
- Highway surfacing
- Surface Dressing
- Delivery of new assets (typically small and medium improvement schemes).

The above functions shall be represented at the Collaborative Board. In addition, it may be necessary to include professional engineering services, highway lighting, bridges and

structures, traffic signals maintenance, new traffic signals, and major highways and transport schemes representatives as required.

The Highways Contracts Collaborative Board is responsible for (but not limited to):

- Ensuring the delivery and performance of the contracts meet the *Client's* strategic objectives,
- Enabling shared ownership for delivery of Task Order programmes in Somerset, and clarity of roles and responsibilities,
- Ensuring any transformational opportunities resulting from Local Government Reorganisation are identified, progressed, and delivered to enhance levels of service to Somerset communities,
- Providing a formal structure for discussions and engagement between the *Client*, *Contractor* and key supply chain representatives on the programming and coordination of activity delivered through the contracts to ensure efficient and effective performance of all the contracts,
- Ensuring timing and phasing of any interrelated works across the suite of contracts is agreed and managed,
- Proactively seek to avoid conflicts between Task Order programmes which may lead to disputes or claims between the parties delivering the suite of contracts,
- Proactively seek efficiencies in service delivery (e.g., in Task Order programme, cost or carbon savings) which might arise from coordinated activity,
- Enabling the open and constructive exchange of views, data, and ideas from its members on how to best deliver and improve highway service delivery and reduction of carbon emissions to meet the outcomes set out in the Climate Change Plan,
- Proactively seek and consider the views of customers, communities, and other stakeholders regarding highways service delivery in Somerset; providing a mechanism for collaborative consideration of feedback on how the *Client* and contractors are performing in service delivery and to take joint ownership in agreeing how any issues of concern might be redressed,
- Collaborative creation, delivery, monitoring, and oversee delivery of a Climate Change Plan covering the suite of contracts,
- Discharging the roles and responsibilities of Climate Change Partners in-line with the requirements of the contracts,
- Creating a culture and working environment where resources can be shared in the interests of efficiencies and service delivery.

Within twenty-six weeks after the *starting date* that the Highway Contracts Collaborative Board will prepare and agree a Collaboration Agreement to state how the Highway Contracts Collaborative Board responsibilities will be delivered. It will also set the standard and expectations of the *Client* and *Contractors* which ultimately will drive the relationships and culture of the *Service*.

A proposed example of a Collaboration Agreement is as follows :-

Objectives;

- to achieve the *Client's* Strategic Objectives,
- to deliver high quality work; the Highway Contracts Collaboration Board will set the measures;
- to achieve value for money, efficiencies and innovations,
- to minimise disruption to Others working within the Affected Property;
- to act in a collaborative manner and in the spirit of mutual trust and respect,
- improved engagement,
- stronger processes,
- improved risk management,
- enhanced skills and competencies,
- sustainable relationships and communications.

Working together;

In relation to delivering the *Service* and any obligations under this Contract, the board members shall work together in order to achieve the *Client's* Strategic Objectives. To that end the *Client* and the *Contractor* agree they shall each give to, and welcome from, the other board members, feedback on performance and shall draw each other's attention to any difficulties and shall share information openly, at the earliest practicable time. They shall support collaborative behaviour and address behaviour that does not comply with the *Clients* Strategic Objectives. During the Contract the *Contractor* will:-

- collaborate with the Client and other board members to achieve the Client's Strategic Objectives;
- work with the Client in a supportive manner;
- produce such reports and documentation as may reasonably be requested from time to time by the Client;
- work collectively with the Client and other board members to support the delivery of the *Service*;
- develop and use common systems and processes with the Client and the other board members;
- discuss with the Client costings of the *Service* on an open-book basis;
- work with the Client to agree acceptable processes for demonstrating value for money and understand the key drivers for value for money;
- give advice, information and opinion fully, openly and objectively to the Client and the other board members.

The role of the Highway Contracts Collaborative Board is to guide the successful delivery of the *Service*. The Board members will meet at regular intervals (but no less than on a quarterly basis) to share information relating to the *Service* to consider the risks and opportunities affecting the *Service*, to consider how best to co-ordinate and manage the *Service*, to review progress and to make any decisions necessary for the successful delivery of the *Service* which are then communicated to all relevant board members.

In the event of any dispute between the board members, it is the intention that any court or adjudicator or other forum to which the dispute is referred shall take account of the *Client's* Strategic Objectives and of the board members adherence to them when making any award.

The *Client* and the *Contractor* shall co-operate with other board member in the provision of information with a view to ensuring that relevant information is provided to all board members needing this information in a timely fashion and with a view to ensuring that all relevant dates in the Task Order programmes will be met.

Subject always to the terms of any Task Order, if the *Contractor* identifies any ambiguities or discrepancies in any information provided by the *Client* or any other board member, the *Contractor* shall agree how to resolve them with the other board members. If no agreement is reached, the board members will refer the dispute to the *Senior Representatives*.

Leadership;

The participants of the Highway Contracts Collaborative Board shall be made up of people who direct and control the organisation at the highest level. The purpose is to demonstrate leadership and commitment by integrating collaborative relationship management into the business' overall strategy. Communication is key. The board shall have responsibility to ensure its structure and objectives is made available, communicated, maintained, and understood by all board members. To that end, the board may wish to develop a relationship management aligned with BS44001 Collaborative Business Relationship Management and to include;

- Operational awareness
- Vision, values, and leadership – to include the objectives referenced in section 1
- Knowledge
- Strategy, outcomes, and implementation plan
- Understanding our business
- Policy, people, capacity, capability, and collaboration
- Working together
- Management systems, information technology and business processes
- Value creation and innovation
- Continual improvement processes
- Relationship and culture
- Team management, monitoring, and behaviours
- Development of an exit strategy

The Board may convene and oversee working groups comprising staff members from the partner organisations and others as necessary to undertake either standing co-ordination functions across the range of Task Order programmes delivered through the contracts; or to undertake collaborative task and finish activities.

For all Board meetings the following shall apply :-

- Meetings will be held in private,
- The Chair shall alternate every six months between *Client* and *Contractor(s)*,
- At least five clear working days' notice will be given to each member of every standing meeting of the board, to include an agenda and accompanying reports relating to any substantive matters of business to be transacted at the meeting,
- Agendas will be facilitated by the *Client* and accompanying reports, or papers may be supplied by any board member as necessary,
- Board meetings and associated working group meetings may consider a wide range of matters relating to service coordination with an ability by agreement to consider less complex coordination matters without advance papers,
- The board may invite other parties to participate in meetings and/ or be members of working groups or project teams established by the board.

Operational Delivery Meeting

The Operational Delivery Meeting is monthly unless otherwise agreed. It is envisaged that the Operational Delivery Meeting comprise core operational members from the *Service Manager* and the *Contractor*. The Operational Delivery Meeting terms of reference shall be agreed within six months of the contract start date.

The Operational Delivery Meeting is responsible for (but not limited to):

- Delivery of Services in accordance with the *Contractor's* Plan,
- Resource issues,
- Exception reports on financial, operational and health and safety matters,
- Performance reviews, including KPIs,
- Contractual issues,
- Risk management,
- Task Order programmes, co-ordination and network management,
- Task Order programmes with specific reference to current and forecast expenditure of budget for each service area,
- Review of Early Warnings and Compensation Events,
- Cascade of information as a result of other meetings held in connection with delivery of the service.

Operational Service Area Meetings

These will include county-wide service functions including, but not limited to, Winter Service and Emergency Service, Routine and Environmental, Safety Defect Repair Service and Risk Management.

It is envisaged that the Operational Service Area Meetings comprise core operational members from the *Service Manager* and the *Contractor*. For each service area, the

Operational Service Area Meeting terms of reference shall be agreed within six months of the contract start date.

The Operational Service Area meeting is responsible for (but not limited to):

- Delivery of services specific to the service area,
- Managing and reporting on budgets and resources,
- Supporting and reporting to the Operational Delivery Meeting,
- Exception reports on financial, operational and health and safety matters,
- Performance reviews, including KPIs,
- Ensuring any transformational opportunities resulting from Local Government Reorganisation are identified, progressed, and delivered to enhance levels of service to Somerset communities,
- Managing contractual issues and escalating to the Commercial Meeting if required,
- Risk management,
- Taking oversight of Task Order programmes, co-ordination and network management,
- Cascade of information as a result of other meetings held in connection with delivery of the service.

Network Area Team (NAT) Meeting

The NAT Meeting is monthly in each of the Highway Areas unless otherwise agreed. It is envisaged that the NAT Meeting comprise core members from the *Service Manager* and the *Contractor*. The NAT Meeting terms of reference shall be agreed within six months of the contract start date.

The Network Area Team (NAT) Meeting is responsible for (but not limited to)::

- Task Order programmes and operational matters,
- Budget expenditure and spend profiles,
- Performance management, continuous improvement, and innovation,
- Cascade of information as a result of other meetings held in connection with delivery of the service.

Commercial Meeting

The Commercial Meeting is monthly unless otherwise agreed. It is envisaged that the Commercial Meeting comprise core members from the *Service Manager* and the *Contractor*. The Commercial Meeting terms of reference shall be agreed within six months of the contract start date.

The Commercial Meeting is responsible for (but not limited to):

- Monitoring and reviewing contract performance,
- Early Warnings and Compensation Events,
- Valuation and technical audits,

- Measurement queries,
- Task Orders failing to reach a financial settlement,
- Developing rates not contained in the current Price List,
- Risk management,
- Any other matters of a contractual nature,
- Cascade of information as a result of other meetings held in connection with delivery of the service.

Finance and Progress Meeting

The Finance and Progress Meeting is weekly unless otherwise agreed. It is envisaged that the Finance and Progress Meeting comprise core members from the *Service Manager* and the *Contractor*. The Finance and Progress Meeting terms of reference shall be agreed within six months of the contract start date.

The Finance and Progress Meeting is responsible for (but not limited to):

- Task Order programmes and operational matters,
- Budget expenditure and spend profiles,
- Performance management, continuous improvement, and innovation,
- Cascade of information as a result of other meetings held in connection with delivery of the service.

Information requirements

Ensure that customers are adequately informed of appropriate issues that relate to the Highway Network including all Affected Property, where the *Service Manager* takes a leading role, occasionally supported by the *Contractor*.

Specific enquiries and complaints are met with a quick response leading to action, where appropriate, again where the *Service Manager* takes a leading role supported by the *Contractor*.

Provide information to defend the *Client* against legal action arising from activities on the highway network.

Required Outcome

All information in support of the Client's Complaints and Customer Care Procedure needs to be contemporary and originate from a robust source.

Enquiries, requests and reports from the public, local councils, councillors, members of parliament, the emergency services, other authorities and organisations and other key stakeholders are all given a rapid response.

All the above are informed on highway issues through the democratic process, public information and publicity (via the press, the web, roadside information signs, social media and broadcasting media).

All complaints are managed in accordance with the Client's published complaints policy (Refer to Annex 05) and any subsequent updates.

Information relating to defending third-party claims against the *Client* for alleged failure to fulfil its statutory duties is provided within the time specified by the *Service Manager* and which are based upon the timescale required by any applicable rules of court (including any applicable pre-action protocols, practice directions, or other applicable legislation).

Contractor's Role

Assists the Service Manager in its response to enquiries by providing information, advice, research and reports relating to the Highway Network and work being carried out on the network within the times specified by the Service Manager.

Interfaces with the Client 's customers only where agreed with the Client which will generally be associated with actual works start and finish dates, work in progress or similar operational aspects that are under the control of the Contractor.

Assists the Service Manager to provide public information and publicity via the press, the web, social media and broadcasting media (note all press releases, publicity and public information emanating from the Contractor are to be released only by when approved by the Service Manager).

Provides information to the Client's Customer Contact in dealing with enquiries as specified in Scope S 1800 Information Modelling.

Provides information to the Service Manager about Task Order programmes at the relevant times stipulated in the Contract in a format suitable for direct up-loading onto digital communication systems.

Responds to instructions following *Service Manager's* highway inspections.

Updates CHAMS (refer to Scope S 1800) to reflect the current status of enquiries, requests and reports within the timescales required by the Contract and provide an adequate audit trail.

Complies also with the requirements of the preamble to the Scope.

Service Manager's Role

Responds to enquiries from the public, local councils, councillors, members of parliament, the emergency services, other authorities, other organisations and other key service stakeholders.

Undertakes highway inspections where appropriate and communicates any remedial action required to the *Contractor*.

Provides public information and publicity via the press, the web, roadside information signs, social media and broadcasting media.

Records enquiries on CHAMS.

Fulfils general activities as described in the preamble to the Scope.

S 820 Contractor's application for payment

ASSESSMENT, CERTIFICATION, INVOICING AND PAYMENT OF WORKS

Objectives

To ensure *Services* are assessed correctly and amounts due to the *Contractor* are paid in accordance with the Contract.

Required Outcome

Task Orders are assessed using correct quantities, rates and calculations.

Task Orders not performed in accordance with this Contract are excluded from assessments.

All assessments are completed and submitted to the *Service Manager* on or before the next assessment date after Task Completion, or failing that, on or before the following assessment date.

Timely submission and payment of invoices to facilitate robust financial monitoring and control.

The amount due for Task Orders is applied for by the *Contractor* and assessed by the *Service Manager*.

VAT invoices are submitted to the *Service Manager* in a timely fashion after *Service Manager* assessments.

Payments from the *Client* to the *Contractor* are made in accordance with the Contract.

The formats of all documents used in this process shall be agreed by the *Service Manager*.

Contractor's Role

Ensures that all staff engaged in the assessment of the amount due for Task Orders are fully trained and competent in the principles of assessment.

Employs suitably qualified and experienced staff to make proper applications for payment in accordance with the Contract.

Ensures that at a comprehensive breakdown of the Services completed is detailed within each application for payment relating to each Task Order.

Ensures that applications for payment are only made in respect of completed Task Orders (unless interim payments apply) performed in accordance with this contract. For the sake of clarity, a Task Order is not complete until the *Client's* Highways Asset Management System (CHAMS) has been updated and as-built drawings provided where the *Service Manager* deems appropriate.

Ensures that applications for payment include only the valuation of Tasks that have been instructed by the *Service Manager* in accordance with the Contract.

Ensure that VAT invoices include only the valuation assessed by the *Service Manager* in accordance with the Contract.

The *Contractor* must as a condition precedent to payment submit applications for payment for each Task Order within three months of the relevant Task Completion as assessed by the *Service Manager*. No payment will be made by the *Service Manager* for any Task Order invoiced outside of this period.

Complies also with the requirements as set out in the Preamble to the Specification.

During the course of the Contract the *Contractor* is required to work closely with the *Service Manager* to develop, and/or employ, a fully embedded, real-time e-accounting system.

For all services to be completed by March, the *Contractor* will submit an application for payment upon the agreed date provided by the *Client*. Evidence of work in progress against application shall be supplied until the 31st March.

Service Manager's Role

Approves format of applications for payment and VAT invoices.

Prepares and implements plan of auditing the *Contractor's* assessment of the amount due in its application for payment.

Certifies all amounts assessed as being due within 21 days of the relevant assessment date using the Payment Certificate Proforma, refer to Annex 09.

Processes VAT invoices in accordance with the Contract.

ASSESSMENT

Task Orders

Without prejudice to any provisions contained within the Contract, the *Service Manager* operates a system of audit so that they may verify the *Contractor's* applications for payment.

Where the *Service Manager* identifies errors in any application calculated then the amount due is adjusted by the *Service Manager* and an appropriate adjustment to the payment is made in their assessment.

Application for payment

One application for payment is submitted by the Contractor each month, unless otherwise specified by the Service Manager, in accordance with the timescales set out in this contract. If the Contractor fails to include an assessment in his application for payment on or before the next assessment date after Task Completion, the Contractor must include such assessment in his application for payment on or before the following assessment date. The application for payment contains a summary listing and budget coding of all assessments in respect of Tasks. The application for payment is sufficiently broken down and split up so as to enable the Service Manager to engage with other council officers to assist with the certification.

The application for payment for each month only includes those which have been assessed and input onto the *Client's* Highway Asset Management System (CHAMS) by the *Contractor* in accordance with this Contract.