**SS17064**

Growth, Environment and Transport



Road Asset Renewal Contract

**Schedule 6 Part 1**

**SERVICE INFORMATION**



**Important Notice**

This document has been prepared by The Kent County Council (“the *Client*”) to present the *Employer*’s requirements and provides details to bidders for this stage of the tender process.

This document shall be read in conjunction with:

* Schedule 1: Instructions to Tender
* Schedule 2: Forms for Completion
* Schedule 4: Quality Questions
* Schedule 5: Financial
* Schedule 6: Scope of Services
* Schedule 7: Data room

If a bidder considers that any of the information submitted in its tender should not be disclosed by the *Client* under a Freedom of Information Act 2000 request, it will have to set this out in the Freedom of Information Form provided by the *Client* in Schedule 2 (Forms for Completion). The bidder will accept any decision made by the *Client* as set out in the Freedom of Information Form.

**AMENDMENT SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| **Version Number** | **Amendment** | **Initials** | **Issue Date** |
| V1 | 1st draft | DWA | 3/10/17 |
| V2 | 2nd draft with accepted deletions from V1 | DWA | 3/10/17 |
| V3 | 3rd Draft | DWA | 6/12/17 |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**contents**

|  |  |
| --- | --- |
|  |  |
|  |  |

**SERVICE INFORMATION**

|  |  |
| --- | --- |
| SI 000 | **IDENTIFIED AND DEFINED TERMS** |
| 1 | In this document the terms identified have the following meanings: |
| 2 | Affected Property is defined in Contract Data Part 1. |
| 3 | Area Network is defined in Contract Data Part 1 and detailed in Appendix SI/ 2. |
| 4 | The *Client’s* Authority Area is detailed in Appendix SI/ 2. |
| 5 | *Client’s* Premises comprise offices, depots and storage areas and are detailed in Appendix SI/ 3. |
| 6 | Site is an area of the Affected Property, which the *Contractor* has occupied in order to deliver the *service.* |
| 7 | Adjoining or Related Property includes areas outside the Area Network detailed in Appendix SI/ 2 and areas adjoining or related to the Area Network within the *Employer’s* Authority Area including the *Employer’*s Premises. |
| 8 | The *Contractor’s* Plans are the plans to be produced by the *Contractor* as required by SI 400. |
| 9 | The Quality Statement is the document produced by the *Contractor* in response to the Instructions for Tenderers as part of his tender submission. |
| 10 | A Public Sector Body is any organisation defined as a public body by the Office of National Statistics (ONS) by reference to the European System of Accounts 1995 in accordance with EU requirements. |

|  |  |
| --- | --- |
|  |  |
| SI 100 | **DESCRIPTION OF THE SERVICE** |
| SI 105 | **Description of the Service** |
| 1 | A detailed description of the service is contained in Appendix SI/ 1. |

|  |  |
| --- | --- |
|  | **CONSTRAINTS ON THE PROVISION OF THE SERVICE** |
| SI 201 | **Use of the Affected Property** |
|  |  |
| 1 | Area Network  The Area Network is described in Appendix SI/ 2.  The *Client* provides access to the Area Network to the *Contractor*, as necessary in Providing the Service, subject to any limitations set out in the network information in Appendix SI/ 5. |
| SI 205 | **General Constraints** |
| 1 | The *Contractor* complies with the following general constraints while Providing the Service.   * Deliveries   + Constraints detailed in Specification Appendix 1/17. * Noise and Vibration   + Constraints detailed in Specification Appendix 1/9. * Working Hours   + Constraints detailed in Specification Appendix 1/7. * Programme   + Constraints detailed in Specification Appendix 1/13 * Restrictions on the use of hazardous materials   + Constraints detailed in Specification Appendix 1/23. * Storage of fuel and chemical   + The *Contractor* provides suitable facilities for the storage of fuel and chemicals to prevent unauthorised access and spillages during their storage and transfer. The facilities shall include suitable measures to contain any spillages. The *Contractor* provides suitable materials, equipment and trained personal to clean up any spillages of the fuel and chemicals being stored. * Pollution, ecological or environmental impacts   + The *Contractor* complies with statutory requirements in Providing the Service. * Kent Permit and Lane Rental Scheme   + The Contractor complies with the Kent scheme as detailed in Appendix SI/5. * Parked vehicles and other obstructions * Asphalt production plants – limited availability in parts of Kent |
|  |  |
| SI 206 | **Permitted Access Routes to and from the Site** |
| 1 | All site traffic to where the *Contractor* is to perform the service will be routed via the M, A or B Class highway network to the closest point to the site’s access point, keeping the distance travelled on lower standard highways to a minimum, unless otherwise agreed with the *Service Manager*. |
| 2 | The *Contractor* will take reasonable measures to prevent damage to the Area Network and any Adjoining or Related Property resulting from vehicles accessing a Site to perform the service. Where damage does occur the *Contractor* will reinstate the Area Network and any Adjoining or Related Property to its pre-works condition on completion of performing the service. |
| SI 210 | **Confidentiality** |
| 1 | The *Contractor* will comply with clause 27 in the conditions of contract. |
| SI 211 | ***Client* and Other Bodies Specific Policies** |
| 1 | The *Contractor* complies with the *Client*’s and Others’ policies as set out in Appendix SI/ 6 |
| SI 212 | **Complaints and Customer Care** |
| 1 | The *Contractor* complies with the *Client*’s policy on handling complaints and customer care, as set out in Appendix SI/ 6. |
|  |  |
| SI 220 | **Security and Identification of People** |
| 1 | The *Contractor* complies with the *Client*’s policy on Security and Identification of Employees detailed in Appendix SI/ 6. |
| 2 | The *Contractor* discloses to the *Service Manager* the names, addresses and sufficient information, including any applicable criminal convictions of which the *Contractor* is aware, about an employee, or any Subcontractor to enable appropriate checks to be made on a person before they are involved in Providing the Service. The *Contractor* discloses to the *Service Manager* any applicable criminal convictions of an employee, or Subcontractor used in Providing the Service of which the *Contractor* becomes aware during the service period. |
| 3 | If the nature of the service means that any employee of the *Contractor* or Subcontractor are exempt from Section 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 the *Contractor* ensures that that employee or Subcontractor provide information in accordance with the Act and (Exception) Order about any convictions which would otherwise be deemed to be spent. |
| 4 | The *Service Manager* may require that any employee or Subcontractor who has any current criminal convictions or are exempt from Section 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 to be removed from the Affected Property or any other premises owned or occupied by the *Client*. |
| 5 | The *Contractor* ensures that all employees involved in Providing the Service are eligible to work in the United Kingdom. |
| 6 | The *Contractor* undertakes appropriate checks to confirm the identity of his employees. |
| 7 | The *Service Manager* may require the *Contractor* to confirm that these checks have been completed prior to the *Service Manager* giving an employee access to either his physical assets or his IT systems. |
| SI 225 | **Protection of Affected Property** |
|  | **Sites** |
| 1 | The *Contractor* implements appropriate measures at Sites to prevent unauthorised access to the Affected Property when undertaking the service. The *Contractor* provides suitable measures to protect against any hazards resulting from the works to prevent injury or damage |
| 2 | The *Contractor* takes suitable measures to ensure any parts of the Affected Property not affected by the works are not harmed or damaged by *Contractor* or a Subcontractor. |
| 3 | Parts of the Affected Property comprise or are adjacent to Appendix SI/2 ancient monuments, sites of special scientific Interest, sites of outstanding natural beauty and other designations, as detailed in Appendix SI/ 2. Additional constraints apply when performing the service in these parts of the Affected Property, as detailed in Appendix SI/ 2. The *Contractor* will not undertake evasive works upon these parts of the Affected Property, unless instructed to do so in a Task Order. The *Contractor* will comply with the special requirements detailed in the Task Order. |
| 4 | The *Contractor* will submit details of his proposals including any protection measures to the *Service Manager* for acceptance if the *Contractor* in Providing the Service intends to use equipment that is heavier than the designed service loads for the carriageway and structures. |
| SI 226 | **Conservation Areas** |
| 1 | The *Contractor* complies with the *Employer*’s policy for working in conservation areas in Providing the Service, as detailed in Appendix SI/ 6. The current conservation areas are detailed in Appendix SI/ 2. The *Contractor* will comply with the special requirements detailed in the Task Order. |
| SI 227 | **Permits and Licences** |
| 1 | The *Contractor* obtains all necessary permits and licences required through legal obligation or through their own health and safety process to enable the service to be undertaken. |
| SI 255 | **Control of *Contractor*’s personnel** |
| 1 | The *Contractor*’s personnel provide the *service* with consideration to the needs of all users of the highway and adjoining property. Special attention will be given to the needs of those with sight, hearing, mobility and mental difficulties. |
| 2 | The *Contractor*’s personnel carry out the *service* in a respectable and safe standard of dress. Lewd or derogatory behaviour and language will not be tolerated under threat of severe disciplinary action. Pride in the management and appearance of the Area Network and the surrounding environment will be shown at all times. |
| 3 | The *Contractor* complies with the *Employer*’s policy on Drugs and Alcohol, as set out in Appendix SI/ 6. |
| SI 256 | **Staff Competency and Training** |
| 1 | The *Contractor* ensures that all staff employed in Providing the Service meet the minimum competency requirements for their role included in Appendix SI/ 7. |
| 2 | The *Contractor* maintains records to demonstrate that all staff employed in Providing the Service are competent persons for the role that they are undertaking either through qualification, knowledge or prior experience, and maintain their competence through appropriate training and development. The *Contractor* holds these records so they are available for inspection by the *Service Manager*. |
| 3 | These records will include copies of all relevant qualifications or certificates held by staff employed to deliver the service, in compliance with this clause. |
| 4 | The *Contractor* complies with the *Employer*’s requirements for staff training, including joint training initiatives, detailed in Appendix SI/ 7. |
| 5 | The *Contractor* and the *Client* develop joint training initiatives for all staff during the Mobilisation Period. The *Contractor* participates in the *Employer’s* Learning & Development Panel to identify opportunities for shared training during the course of the Contract. |
| SI 260 | **Cleanliness** |
| 1 | The *Contractor* maintains the area where he is working in a clean and tidy condition. |
| 2 | The *Contractor* maintains all vehicles used in Providing the Service in a clean and smart condition. |
| 3 | The *Contractor* takes suitable measures to ensure the Area Network is kept free of mud and other debris from the *Contractor*’s vehicles in order to keep the Area Network clean and safe for other users. The *Contractor* will take suitable measures to clean the affected Area Network to ensure the safety of users in the event of mud or other debris being deposited on the Area Network by the *Contractor*’s vehicles. |
| SI 261 | **Waste** |
| 1 | The Client has a requirement that by 2020 the maximum amount of material going to landfill is 5% by weight and the Contractor shall work towards this requirement. The Contractor is required on a monthly basis to report the materials being recycled and sent to landfill or energy recovery to demonstrate that as much material is being recycled |
| 2 | In order to encourage recycling the Client gives title to all arisings from demolition, excavation, planning or metal unless identified otherwise in the Task Order or they have been identified as hazardous. Except where coal tar contamination prevents reuse or recycling of the arisings, the Client will not reimburse the Contractor for any disposal as the Client expects the Contractor to extract value from the material or to recycle it for use in the Task Orders. |
| 3 | The Contractor shall confirm the licensed disposal centres and licensed recycling centre being used and supply copies of their licences during mobilisation. |

|  |  |
| --- | --- |
| SI 300 | ***CONTRACTOR’S* DESIGN** |
| 1 | The parts of the service that the *Contractor* may be required to undertake the design are as follows;  • Traffic Management  • HBM Base for insitu recycling |
| 2 | The *Contractor’s* design staff will be of sufficient competency and skill to carry out the design work required. |
| 3 | The *Contractor* completes any design work in accordance with the *Employer’s* requirements as detailed in the Specification or in the Task Order. |
| 4 | Where the *Contractor* is not required to undertake the design, the *Contractor* assists in the design development process. This may include advice, for example, on matters relating to the design components of the service, buildability, materials, construction techniques, programme, cost and risk. The aim of the advice is to reduce health & safety risks, promote sustainability, value engineering, option selection, managing risk, time and cost management. This advice will be provided in line with the *Employer’s* procedures for the management of schemes detailed in Appendix SI/ 8. |

|  |  |
| --- | --- |
| SI 400 | ***CONTRACTOR’S* PLAN** |
| SI 405 | **Plan Requirements** |
| 1 | The *Contractor* prepares the *Contractor’s* Plan in accordance with the requirements in Appendix SI/ 9. |
| SI 402 | ***Client* Documents to Be Used** |
| 1 | The *Contractor* prepares the *Contractor’s* Plan based on the data supplied in the latest versions of the *Employer’s* document. |

|  |  |
| --- | --- |
| SI 500 | **QUALITY MANAGEMENT** |
| SI 515 | **Quality Management Systems** |
| 1 | The *Contractor* operates a Quality Management System for Providing the Service in accordance with Specification Appendix 1/24. |

|  |  |
| --- | --- |
| SI 600 | **AUDITS, TESTS AND INSPECTIONS** |
| SI 605 | **Tests and Inspections** |
| 1 | The *Contractor* undertakes testing and inspections in accordance with Specification Appendix 1/5 and 1/6. |
| SI 610 | **Management of Tests and Inspections** |
| 1 | Tests and Inspections will be managed in accordance with the Specification Appendix 1/5 and 1/6. |
| SI 615 | ***Employer*’s Audits** |
| 1 | The *Contractor* grants to the *Client* and its audit team authority to enter any premises used by the *Contractor* at any time and to have access to all correspondence, documents, books, property, employees or other records relating to the provision of the service. |
| 2 | The *Client* may take copies of any material including computer data held by the *Contractor* relating to the provision of the service and as necessary to verify the delivery of the service in accordance with the contract. |
| 3 | The *Client* normally provides 7 days’ notice of such audits to the *Contractor*; however, the *Client* reserves the right to undertake unannounced audits. |
| 4 | *Employer*’s audits are additional to and do not in any way supersede the requirement for *Contractor*’s Audits. |
| 5 | Where there is data identified within Contract Data Part 2 as *commercially sensitive information*, the *Client* will treat it as such by not disclosing it to Others. |
| SI 616 | ***Contractor*’s own Accreditation and Internal Audits** |
| 1 | All accreditation certificates are submitted to the *Service Manager* within one month of receipt. Reports and results from both internal and external accreditation audits will be shared with the *Service Manager* within one month of receipt, to aid learning and the sharing of best practice for all parties engaged in the contract. |
| 2 | If accreditation to a prescribed accreditation body is lost or a major non-conformance is identified in an audit, the *Contractor* notifies the *Service Manager* within one week of its notification being received. The *Contractor* also provides details of the proposed remedial action plan to address the issues raised in the audit or to re-attain accreditation to a prescribed accreditation body. |
| SI 620 | ***Service Manager*’s Procedures for Inspections and Watching Tests** |
| 1 | The *Service Manager* advises the *Contractor* of any *Contractor* audits, tests and inspection that he or his representative intends to witness. The *Contractor* takes measures to facilitate any such request. |

|  |  |
| --- | --- |
| **SI 700** | **MANAGEMENT OF THE SERVICE** |
| SI 703 | **Meetings** |
| 1 | The planned meetings for which the *Contractor* is expected to provide suitable attendees are detailed in Appendix SI/ 8. |
| 2 | The *Contractor* will be expected to support the *Client* with suitable attendees at ad-hoc meetings related to the provision of the *service,* when instructed by the *Service Manager.* The *Contractor* will also providerelevant documentation and other information to support any ad hoc meetings when requested by the *Service Manager*. |
| SI 705 | **Management Team** |
| 1 | The proposed Management Structure for the *contract* including the *Employer’s* management structure is detailed in Appendix SI/ 8. |
| 2 | The *Employer’s* management structure may change during the Service Period; the *Service Manager* advises the *Contractor* of any proposed changes. The *Contractor* advises the *Service Manager* in advance of any changes to the *Contractor’s* management structure. Any changes to the *Employer’s* or *Contractor’s* key people, as included in Contract Data Part 2, shall be undertaken in accordance with the contract. |
| SI 710 | **Communications** |
| 1 | The *Contractor* follows the communication procedures detailed in Appendix SI/ 8. |
| SI 711 | **Dispute Management** |
| 1 | The *Client* expects the Parties to take a collaborative attitude in resolving disputes to minimise abortive time and costs being incurred by all. |
| 2 | The Parties follow the dispute resolution hierarchy detailed in Appendix SI/ 8 to resolve any difference or disputes. Any informal dispute resolution methods included in the dispute resolution hierarchy do not affect either Parties’ right to use the dispute resolution methods detailed in the contract. Any informal dispute resolution method is to be completed within 2 weeks. |
| SI 715 | **Payment Provisions** |
| 1 | The *Contractor* shall comply with the *Employer’s* requirements for the assessment, certification, invoicing and payment of the works detailed in Appendix SI/ 8. |
| SI 716 | **Forecasts** |
| 1 | The *Contractor* shall provide financial forecasts for the *Client* for the provision of the *service* as detailed in Appendix SI/ 8. |
| SI 717 | **Performance Management** |
| 1 | The *Contractor* will monitor, record and report its performance in Providing the Service against the Contract Performance Measures (CPM) requirements detailed in Appendix SI/ 8. The records of the *Contractor’s* performance will be sufficient to allow all performance reporting and CPM to be fully audited. These records shall be available for inspection and audit by the *Service Manager*. The *Service Manager* will instruct the *Contractor* to amend the performance reporting and CPMs, if the records do not substantiate the *Contractor’s* performance reporting or CPMs, |
| **SI 718** | **ServicePeriod Extensions** |
| 1 | The performance criteria for the possible extension of the Service Period under Clause X23 of the Conditions of Contract are detailed in Appendix SI/ 8 |
|  |  |
| SI720 | **Innovation and Value Engineering** |
| 1 | The *Client* is under increasing budgetary pressures and perception of the service by the public and Members is under continuous scrutiny. The *Client* wishes to encourage innovation throughout the course of the contract that comes from the *Employer*, the *Contractor* and his supply chain. It is vital that the supply chain is not ignored in all efforts to encourage innovation and the *Contractor* shall include clauses within the sub-contracts that encourage it. |
| 2 | The Client currently considers success in innovation as:   * 1. The *Employe*r, the *Contractor* and the *Service Manager* shall act in a spirit of mutual trust and co-operation   2. Leadership from all parties   3. Supporting the Client to access funds from the Kent Rental fund to support innovative methods and processes for the benefit of this contract   4. Facilitating an trust environment whereby all parties are willing to share knowledge for the benefits of the contract   5. Social Value is encouraged throughout   6. Collaboration   7. Allocation of intellectual property rights to the party that brings and takes the greatest risk |
| 3 | Innovation is not just expected to result in cost savings but also to create long term benefits especially in relation to asset management |
| 4 | The *Client* and *Contractor* acknowledge the benefits that innovation can bring to the contract and will work together collaboratively in order to identify and develop opportunities for innovation*.* |
| 5 | The *Client* and *Contractor* recognise that innovation can assist to reduce the costs and time take to complete the services, but that innovation can have wider benefits over the whole life of the service period. Such benefits include better and more sustainable performance, as well as other benefits such as improving health and safety during providing the services.  When either party identifies an opportunity for innovation, the parties shall bring it to the Contract Board to discuss the potential benefits of such innovation, as well as the costs of implementing innovation and any risks that may arise. The party proposing the innovation shall provide: |
|  | 1. Details of the proposed innovation 2. The potential benefits in terms of costs and time, as well as any wider benefits 3. Any risks in implementing the innovation 4. Any relevant industry experience or knowledge 5. Whether the innovation will result in any intellectual property rights that will need protection.   The Contract Board will consider if the proposal can be taken forward within the constraints of the budgets or appropriate risk. If further decision is needed this will be referred to the Strategic Board for a decision. |
| 6 | The Contract Board will collect the innovative ideas and monitor their success. |
| 7 | The parties will discuss the approach to each innovation on an individual basis but in general will seek to share the benefits of any implemented innovation as well as related costs and risks. |
| 8 | The parties recognise that the potential benefits of any proposed innovation will not materialise and that innovation involves risk. The parties will share such risks equally and will not seek to blame each other. |
| 9 | Unless otherwise agreed, all parties will be able to use the innovation on other projects and works |

|  |  |
| --- | --- |
| **SI 800** | **WORKING WITH THE *CLIENT* AND OTHERS**  . |
| SI 801 | **Working with Others** |
| 1 | This clause is written for third parties not specifically dealt with by later clauses. Examples of “Others” dealt with under this clause are;   * Network Users – Drivers, cyclists, pedestrians, horse riders, bus companies, haulage companies; * Adjacent Property Owners / Occupiers – residents, businesses; * Interest Groups – business representation groups, special interest groups, action groups, parish councils, district councils, MPs, MEPs etc |
| 2 | The *Contractor* in Providing the Service complies with the *Employer’s* policy on Working with Others, detailed in Appendix SI/ 6. The *Contractor* undertakes all the tasks identified to be undertaken by the *Contractor* and assists the *Client* in completing any task identified for completion by the *Employer*, such as but not limited to the provision of information and data, and attending meetings. |
| SI 802 | **Working with Others – Adjacent Highway Authorities** |
| 1 | The *Client* shares administrative borders with a number of other highway authorities. The *Contractor* liaises and works with these authorities in Providing the Service to minimise the disruption to theArea Network, the neighbouring highway authorities network and the network users. |
| SI803 | **Working with Others – Other Contractors** |
| 1 | The *Client* has a number of other contractors which provide services within the Area Network, ~~as detailed in Appendix SI/ 2~~. The *Contractor* co-operates with these other contractors to ensure that the services continue to be provided in a safe, efficient and timely manner throughout the ServicePeriod. |
| 2 | The Contractor shall operate as Principal Contractor on all sites that require the co-ordination of others including the Employer’s other contactors. |
| 3 | The Client will require the Contractor to undertake services that require the Employer’s other contractors to provide some of the services. |
| SI 805 | **Sharing the Affected Property with the *Client* and Others** |
| 1 | In Providing the Service under the Contract, the *Contractor* complies with the *Employer’s* requirements for access to the Area Network detailed in Appendix SI/ 5. |
| SI 820 | **Authorities and Utilities Service Providers** |
| 1 | The *Contractor* complies with the special requirements for statutory undertakers detailed in Appendix SI/ 5 |
|  |  |
| SI 830 | **Third Party Claims and Insurance Management** |
|  | The *Client* receives and assesses all claims received from third parties in relation to the Area Network. In the event that the *Contractor* receives notification (formally or informally) of a claim or potential claim from a third party intended for the *Client* he notifies the *Client* and provides originals of correspondence. |
|  | The *Contractor* supports the *Client* and provides copies of records, reports etc that the *Client* may require in order to assess the claims. |
|  | If after the *Client* has assessed the claim and the claim relates to the *Contractor’s* action or failing, the *Client* may require the *Contractor* to take on and manage the claim at the Contractors’ cost and risk. |
|  | The *Contractor* will be liable for costs arising from claims resulting from negligence and failure of the Contractor to Provide the Services in accordance with the Contract. |
|  | The *Contractor* implements procedures in consultation with the *Client* to identify third parties causing damage to the Area Network. The *Contractor* provides the *Client* with assistance required to recover monies from the culprits. |
|  | The *Contractor* analyses and provides the *Client* with assistance regarding any clusters of claims to enable the *Client* and *Contractor* to take appropriate action to minimise their occurrence and reduce the levels of third party claims |
|  |  |
| SI 840 | **Social Value** |
| 1 | The Public Services (Social Value Act) was passed at the end of February 2012. Under this Act, all public bodies in England and Wales are now required to consider how the services they commission and procure might improve the economic, social and environmental well-being of the area |
| 2 | The *Employers* following key areas are detailed in Appendix SI/4 |

|  |  |
| --- | --- |
| **SI 900** | **SERVICES AND OTHER THINGS TO BE PROVIDED** |
| SI 901 | **Office Accommodation, Depot and Storage Areas** |
| 1 | The *Contractor* provides office accommodation. depots and storage areas, as required to Provide the Service. Any additional permanent office accommodation, depots and storage areas shall be in accordance with the *Contractor’s* proposals included in the Quality Statement. |
| SI 915 | **Access to Information at the end of the Service Period** |
| 1 | Access to information at the end of the *Service Period* will be in accordance with the Demobilisation Plan. |
|  |  |

|  |  |
| --- | --- |
| **SI 1000** | **HEALTH AND SAFETY** |
| SI 1001 | **Incident and Claim Notification** |
| 1 | The *Contractor* informs the *Service Manager* of an incident resulting in reportable injuries under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to any person working to deliver the *service* as soon as possible after the incident (and in any event within 24 hours). |
| 2 | If a claim is made against the *Contractor* arising out of or in connection with Providing the Service*,* the *Contractor* notifies the *Service Manager* of the claim within 7days of its receipt and includes full details of the claim. |
| SI 1002 | **Near Miss Reporting** |
| 1 | The *Contractor* undertakes the collection of data on ‘near miss’ reports arising out of or in connection with the *service* and submits a monthly summary report to the *Service Manager*. |
| SI 1005 | **Health and Safety Requirements** |
| 1 | The *Contractor* complies with the *Employer’s* policy on Health and Safety, as set out in Appendix SI/ 6. |
| SI 1010 | **Method Statements and Risk Assessments** |
| 1 | The *Contractor* prepares detailed method statements and risk assessments for submission to the *Service Manager* for acceptance for the operations listed in Appendix SI/ 8 or the Task Order. |
| SI 1015 | **Legal Requirements** |
| 1 | The *Client* is a commercial client under the CDM Regulation 2015. |
| 2 | The *Contractor* in delivering the *service* undertakes the role of principal contractor under the CDM Regulations 2015. |
| 3 | The *Contractor* when instructed to undertake design works as part of a Task Order undertakes the role of principal designer under CDM Regulations 2015. |
| SI 1020 | **Health and Safety Inspections** |
| 1 | The *Contractor* arranges for at least quarterly inspections of the *service* to be carried out by his safety officer/advisor and for a written report of each inspection to be submitted to the *Service Manager*. These reports also record any other health and safety inspections undertaken. |
| 2 | Where other inspections for health and safety purposes are undertaken by the *Contractor* these are notified to the *Service Manager,* if remedial actions are required. |
|  |  |
| SI1030 | **Health and Safety Policy** |
| 1 | The Contractor shall provide copies of their Health and Safety Policy during mobilisation and on the anniversary of the commencement of the contract. |
| 2 | The Contractor shall supply copies of their supply chains Health and Safety Policy on appointment and on request thereafter. |
|  |  |

|  |  |
| --- | --- |
| **SI 1400** | **ULTIMATE HOLDING COMPANY GUARANTEE (Option X4)** |
| 1 | If required, the *Contractor* completes the ultimate holding company guarantee at the same time as entering into the contract using the form in Appendix SI/ 11 |

|  |  |
| --- | --- |
| **SI 1700** | **TASK ORDER (Clause 19)** |
|  |  |
| SI 1710 | **Programme Arrangement** |
| 1 | The *Contractor* complies with the *Employer’s* requirements for the arrangement of the Task Order programme detailed in Appendix SI/ 8. |
| SI 1715 | **Methodology Statement** |
| 1 | The *Contractor* complies with the *Employer’s* requirements for Task Order Methodology Statements detailed in Appendix SI/ 8. |
| SI 1720 | **Work of the *Client* and Others** |
| 1 | Where the work of the *Client* or Others are required to complete a Task Order the *Contractor* identifies   * the work to be carried out by the *Client* or Others, * contact details for the work and * its potential effect on the Task Order and programme in terms of   + cost,   + time,   + additional risks,   + additional health and safety liabilities during the works,   + any mitigation measures agreed, and   + any residual risk to the Task Order or Affected Property. |

|  |  |
| --- | --- |
| **SI 1800** | ***EMPLOYER*’S SERVICE SPECIFICATION AND DRAWINGS**  . |
| 1 | The *Contractor* complies with the *Employer’s* Service Specification provided in Schedule 6 Part 2 of the Contract Documents |
| 2 | The Contractor complies with the *Employer’s* Standard Drawings provided in Schedule 7 of the Contract Documents. |

|  |  |
| --- | --- |
|  |  |
| **Appendix** | **Description** |
| SI/1 | DESCRIPTION OF THE SERVICE |
| SI/2 | AREA NETWORK INFORMATION |
| SI/3 | PREMISES TO BE PROVIDED BY THE EMPLOYER |
| SI/4 | EMPLOYER’S OBJECTIVES FOR THE SERVICE |
| SI/5 | LIMITATIONS ON ACCESS TO THE AREA NETWORK |
| SI/6 | EMPLOYER’S AND OTHER’S POLICIES |
| SI/7 | STAFF COMPETENCY AND TRAINING |
| SI/8 | EMPLOYER’S MANAGEMENT PROCEDURES |
| SI/9 | CONTRACTOR’S PLANS |
| SI/10 | SERVICES AND OTHER THINGS TO BE PROVIDED |
| SI/11 | FORM OF PARENT COMPANY GUARANTEE AND FORM OF PERFORMANCE BOND |

**APPENDIX SI/ 1 – DESCRIPTION OF THE *SERVICE***

|  |  |
| --- | --- |
|  | **Description of the Service** |
|  | **Overview** |
| 1 | The Provider provides resurfacing and related services (the Services) within the boundaries of Kent (the Network) in accordance with the Service Information. It is envisaged the following resurfacing services will be required on an annual basis includes: |
|  | * Paving and surfacing of carriageways * Provision, installation & removal of road studs * Provision, maintenance & removal of road markings * Provision, maintenance and removal of ironwork * Undertaking of other associated specialist works including (but not limited to) installation of high friction surfacing, joint/crack repair/sealing |
| 2 | The *Client* has a number of parallel contracts for the supply of works, goods and services for highways related services and has access to other providers via regional frameworks. These arrangement currently consist of:   * Highway and Materials Testing Services Contract with DGL for the provision of coring and other highway/material testing works. * Highway Condition Survey Contract with HSL for the provision of highway condition surveys and associated data management/processing. * Traffic Systems Asset Maintenance Contract with Telent – a term maintenance contract for traffic systems which commenced April 2016 * Highway Term Services Contract with Amey LG for the general maintenance of Kent’s highway. The contract is predicted to end 31 August 2020. * Street Lighting Term Services Contract with Bouygues E & S Infrastructure UK Ltd which requires the installation of LED lanterns and the maintenance of the street lighting asset including lit signs and bollards. This commenced in March 2016 and runs for a minimum of 15 years * Medway framework for consultants * Gen3 – Hampshire framework * All grass cutting contractors * Arboriculture contracts |
| 3 | The *Contractor* may be required to work with one or more of these contractors/consultant in providing the services. |
| 4 | The Contract is also available to other parts of Kent County Council. |
| 5 | The *Employer’s* annual spend for the past 5 years is shown in the table below. |
|  |  |
|  | **Potential Reductions or Increases of the Core Services** |
| 6 | The actual spend each year will be subject to budgetary fluctuation. These can be:   * Amounts allocated by central government * Amounts provided from bidding * Amounts allocated by the Council |
| 7 | The *Contractor* will be given as much warning as possible of the budgets for each financial year that runs from April to March. The *Contractor* shall help the *Service Manager* to manage these budgets. |

**This page has been left intentionally blank**

**APPENDIX SI/ 2 – AREA NETWORK INFORMATION**

|  |  |
| --- | --- |
|  | **Area Network Information** |
|  | **Area Network** |
| 1 | The *Employer’s* Authority Area comprises all roads and footways in the County of Kent but excluding the Motorway and Trunk Road Network, as shown on the map below: |

****

|  |  |
| --- | --- |
| 2 | The *Client* has no assets outside of its Authority Area and is not responsible for the maintenance of another’s property outside its Authority Area |

|  |  |
| --- | --- |
|  | **Road Length Summary as of 2017** |
| 3 | Details of the Area Network have been summarised below; |
|  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **District** | **CW (km)** | **FW (km)** | **CW %** | **FW%** |
| **ASHFORD** | 1108 | 496.431 | **12.82%** | **7.84%** |
| **CANTERBURY** | 806 | 676.941 | **9.32%** | **10.69%** |
| **DARTFORD** | 319 | 419.631 | **3.69%** | **6.62%** |
| **DOVER** | 769 | 468.238 | **8.89%** | **7.39%** |
| **GRAVESHAM** | 369 | 429.61 | **4.27%** | **6.78%** |
| **MAIDSTONE** | 1016 | 635.089 | **11.75%** | **10.03%** |
| **SEVENOAKS** | 791 | 466.659 | **9.15%** | **7.37%** |
| **SHEPWAY** | 777 | 478.634 | **8.99%** | **7.56%** |
| **SWALE** | 821 | 605.337 | **9.50%** | **9.56%** |
| **THANET** | 535 | 671.913 | **6.19%** | **10.61%** |
| **TON MALLING** | 679 | 544.705 | **7.85%** | **8.60%** |
| **TUN WELLS** | 656 | 440.875 | **7.59%** | **6.96%** |
| **TOTAL** | **8646** | **6334.063** |  |  |
|  |  |  |  |  |
| **A Roads** | 994 | 11.50% |  |  |
| **B Roads** | 447 | 5.17% |  |  |
| **C Roads** | 1885 | 21.80% |  |  |
| **U Roads** | 5320 | 61.53% |  |  |
|  | **8646** |  |  |  |

|  |  |
| --- | --- |
|  | **Details of Environmental Constraints when delivering the service on the Area Network** |
| 4 | The *Contractor* will take into account any environmental constraints that impact on him while delivering the service upon the Area Network summarized below and described in detail in the Specification |
|  | **Scheduled Ancient Monuments** |
| 5 | The following comprise Scheduled Ancient Monuments within the County of Kent: |
|  | None of the following are expected to impact on the services to be provided:   * Listed buildings * Sites of Archaeological Interest * Scheduled Monuments. |
|  | **Sites of Special Scientific Interest (SSSI)** |
| 6 | Sites of Special Scientific Interest (SSSI) represent the best examples of particular habitats for wildlife and geology within an area. The sites are designated by English Nature and are given legal protection under the Wildlife and Countryside Act. This requires the landowner of the SSSI to consult English Nature before carrying out any operations likely to damage the special interest of the site. |
| 7 | For details on the different SSSIs designated around Kent, look on English Nature’s website. |
| 8 | It is expected these will have a minimal effect on the delivery of the services. |
|  | **Sites of Importance for Nature Conservation (SINCs)** |
| 9 | SINCs vary in name and status considerably across the UK. They are areas which contain habitats and species which would be difficult or impossible to replace or recreate if lost. Such areas include ancient woodland, unimproved species-rich grassland and heathland habitats. SINCs are usually adopted by local authorities for planning purposes. |
|  |  |
|  | **Local Nature Reserves (LNRs)** |
| 10 | Local Nature Reserves are a statutory designation made by local authorities. They are places with wildlife or geological features that are of special interest locally, which give local people special opportunities to study and learn about them or simply enjoy and have contact with nature. |
| 11 | English Nature recommends that LNRs should be: |
|  | * normally greater than 2 hectares in size * capable of being managed primarily for nature conservation so that the special opportunities for study, research or enjoyment of nature are maintained * And one or more of the following: * of high nature interest locally * of some reasonable natural interest and of high value locally for formal education or research * of some reasonable natural interest and of high value locally for the informal enjoyment of nature by the public |
| 12 | Further information on them can be found on the English Nature’s website at: [www.english-nature.org.uk/](http://www.english-nature.org.uk/). |
|  | **National Nature Reserves (NNRs)** |
| 13 | National Nature Reserves (NNRs) are ‘nationally important’ nature reserves. They were established to protect the most important areas of wildlife habitat and geological formations in Britain, and as places for scientific research. Sites are designated ‘nationally important’ because they represent the best examples of a particular habitat in the country. It also means that NNRs are carefully managed on behalf of the nation. They are either owned or controlled by English Nature or held by approved bodies such as a Wildlife Trust. |
| 14 | For further details, look on English Nature’s website at [www.english-nature.org.uk](http://www.english-nature.org.uk). |
|  |  |
|  | **Environmentally Sensitive Areas (ESAs)** |
| 15 | Environmentally Sensitive Areas (ESAs) were introduced under Section 18 of the 1986 Agriculture Act with the purpose of helping to safeguard against the possible detrimental effects that changes in farming practices may have on areas where the landscape, wildlife or historic interest is of national importance. |
|  | **Areas of Outstanding Natural Beauty (AONB)** |
| 16 | Areas of Outstanding Natural Beauty (AONB) are precious landscapes whose distinctive character and natural beauty are so outstanding that it is in the nation's interest to legally safeguard them through special policies for controlling development and encouraging proper land management. AONBs were originally created under the same legislation as National Parks (National Parks and Access to the Countryside Act 1949) but are now covered by the Countryside and Rights of Way Act. The Countryside Agency is responsible for designating AONBs and advising Government and others on how they should be protected and managed www.aonb.org.uk/introduction/ |

**This page has been left intentionally blank**

**APPENDIX SI/ 3 – Premises to be provided by the *Employer***

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Premises to be Provided by the *Client*** | | |
| 1 | The *Client* provides no premises | | |
|  |  | | |
|  | **Office Accommodation provided by the *Employer*** | | |
| 2 | The Client provides no office accommodation as part of this contract but may provide on request some desk space at the following depots: | | |
|  |  | | |
|  |  | | |
| **Property Name** | | **Location** | **Outline Description/Main Features/Services Operated from the Depot** |
| Aylesford (Maidstone) | | St Michaels Close  Aylesford  Kent  ME20 7BU | Main Operating office for the *Employer*.  Currently main office for incumbent contractor  Space, desks and chairs may be provided  3 No meeting rooms and other smaller rooms available for booking |
| Ashford | | Henwood Industrial Estate,  Javelin Way,  Ashford  Kent TN24 8AD | Main Operating office for the *Employer*.  Space, desks and chairs may be provided  5 No Meeting rooms and other smaller rooms available for booking |
|  | |  |  |

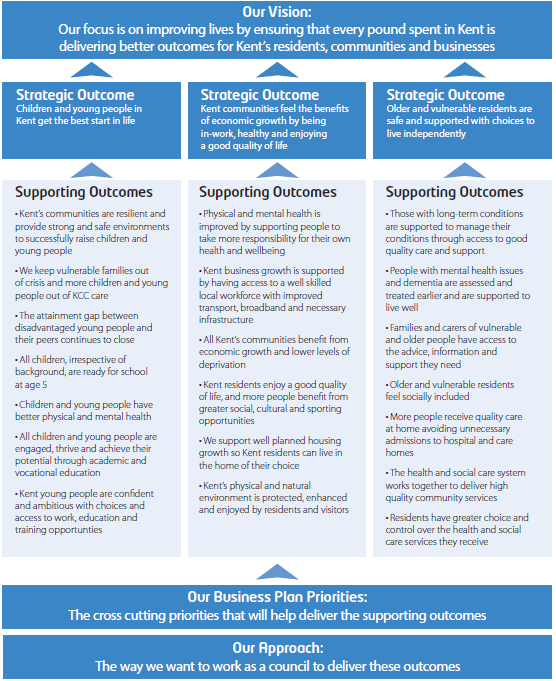
|  |  |
| --- | --- |
|  | **Depots provided by the *Employer*** |
| 3 | The *Client* provides no depots. |

|  |  |
| --- | --- |
|  | **Storage Areas provided by the *Employer*** |
| 4 | The *Client* provides no storage areas |
|  |  |

**This page has been left intentionally blank**

**APPENDIX SI/4 – *Employer’s* Objectives for the service**

|  |  |
| --- | --- |
|  | **EMPLOYER’S OBJECTIVES FOR THE SERVICE** |
|  | **The Employer’s Strategic Outcomes** |
| 1 | Kent County Council’s corporate policies can be found at: <http://www.kent.gov.uk/about-the-council/strategies-and-policies/corporate-policies> |
| 2 | Kent County Council has a new five year vision which states “Our focus is on improving lives by ensuring every pound spent in Kent is delivering better outcomes for Kent’s residents, communities and businesses.” |
| 3 | This gives a clear statement about what the Council want to achieve as an organisation – setting out their vision, their outcomes they want to achieve, their priorities for action and the way they work will need to change |
| 4 | This is articulated in the diagram below: |



|  |  |
| --- | --- |
|  | **Highways, Transportation & Waste Business Plan Priorities** |
| 5 | Highways, Transportation & Waste develop an annual Business Plan and the *Contractor* will be expected to assist the *Client* to identify core service improvements and new projects as part of the development process |
| 6 | The division leads the *Client* in reducing the carbon footprint, waste, water and energy consumption of its service and staff and seeks to mitigate the impacts of climate change on the county. |
| 7 | The Programmed Work section aim to improve the condition and life of the highway by delivering all programmed maintenance and repairs to the roads, pavements, structures, street lights, drainage systems, soft landscapes, new major capital projects and traffic signals. |
| 8 | The Intelligent Transport Systems team aim to ensure informed reliable journeys by managing traffic flows, looking after transport systems and providing real time traffic and travel updates. This is carried out in conjunction with the Traffic Manager to ensure the highway Network operates at optimum efficiency, to tackle congestion and to provide travel information to the public. |

|  |  |
| --- | --- |
|  | **Social Value** |
| 9 | The Public Services (Social Value Act) was passed at the end of February 2012. Under this Act, all public bodies in England and Wales are now required to consider how the services they commission and procure might improve the economic, social and environmental well-being of the area. |
| 10 | The *Contractor* will take into account this Act in Providing the Services, wherever they can, to do anything they consider will promote or improve the well-being of the area. The *Client* considers the following key:   * Developing a workforce that is highly skilled and well-motivated and can truly meet the skill needs of the local economy * How waste is to be reduced in the Works and any waste that is created is recycled * That the *Contractor* and their supply chain can demonstrate that their policies encourage social, environmental and economic objectives within the areas they work * promoting careers in construction and trades to local schools, and commit to employing young people and the long term unemployed. The social value comes through local jobs for local people and raising the aspirations of local pupils. |

**This page has been left intentionally blank**

**APPENDIX SI/ 5 – Limitations on access to the area network**

|  |  |
| --- | --- |
|  |  |
|  | ***Employer’s* Limitations on Access to the Area Network** |
| 1 | The *Contractor* shall comply with the *Employer’s* policy on the implementation of the Traffic Management Act |
| 2 | The following events or activities are known to impact on the operation of the highway network, thus restrict the *Contractor* performing the service on the dates and extents described therein. This list is not complete and further events and activities restricting the *Contractors*’ access to the highway network may be identified during the Service Period. |
| 3 | Kent being the Garden of England has many varied and variable events happening throughout the year. The *Contractor* and *Client* will make every endeavour to identify these in advance of planning the *services* to reduce impact on these events and on the ability to effectively carry them out. No Compensation Events will be entertained for such events. |

|  |  |  |
| --- | --- | --- |
| The limitations on access to the Area Network by the *Client* are detailed in the documents listed below and provided in the data room | | |
| **Document** | **The restrictions that may apply** |  |
| Gazetter | Lists all the Network and the restrictions that apply to them |  |
| Kent Lane rental | Maps showing the roads subject to Lane Rental |  |
| Kent permit scheme | Lists the process |  |
| Oil Pipeline | Drawings and process for working near the oil pipeline |  |
| Leeds Castle |  |  |
| Maidstone United | Gallagher stadium. Usually Saturday or evening matches |  |
| Ebbsfleet | Usually Saturday or evening matches |  |
| Detling Showground | Various events that can impact upon the A249 and surrounding roads. The Contractor maybe required to provide and maintain traffic management for such events |  |
| Brands Hatch | Various events throughout the year |  |
| Mote Park, Maidstone | Various events throughout the year |  |

|  |  |  |
| --- | --- | --- |
| Details of Specific Events that Prevent Access onto the Network are shown below | | |
| **Event** | **Extents over which the restriction will apply** | **Date/Duration** |
| Leeds Castle |  |  |
| Christmas shopping | All major town centres are likely to have restrictions in place during the Christmas periods. These will be discussed with the *Contractor* in advance |  |

|  |  |
| --- | --- |
|  | **Other Highway Authority’s Limitations on Access to the Area Network** |
| 4 | When working on other Highway Authority’s Highway Network, the Contractor complies with the relevant Highway Authority’s procedures for complying with the Traffic Management Act. These procedures are included in the data room located at the Kent Business Portal |
|  | **Special Requirements for Statutory Undertakers** |
| 5 | The *Contractor* complies with the special requirements for the following Statutory Undertakers. The Special Requirements are included the data room located at the Kent Business Portal |
|  |  |
|  | **Kent Permit and Kent Lane Rental Scheme** |
| 6 | The Contractor complies with the special requirements of the Kent permit and Kent Lane rental scheme as detailed below: |

|  |  |
| --- | --- |
| **Undertaker** | **Contact Details** |
| Gas | Name  Address  Contact:  Contact Email:  Contact Tel: |
| Electricity | Name  Address  Contact:  Contact Email:  Contact Tel: |
| Telecommunications | Name  Address  Contact:  Contact Email:  Contact Tel: |
| Water Supply | Name  Address  Contact:  Contact Email:  Contact Tel: |
| Sewerage Services | Name  Address  Contact:  Contact Email:  Contact Tel: |
| Cable Services | Name  Address  Contact:  Contact Email:  Contact Tel: |
| Add others as appropriate | Name  Address  Contact  Contact Email:  Contact Tel: |

|  |
| --- |
| **Highways, Transportation & Waste**  **StreetWorks** |
| Kent Permit Scheme |
| **The DfT expects the Highway Authority to comply with the law and current legislation.**   * Provider to fully comply with Authority Permit Scheme * Adhere to current legislation (NRSWA, Permit scheme)   + **The New Road & Streetworks Act 1991 (NRSWA)**   + **Kent Permit Scheme**   + **Kent Lane Rental Scheme**   + **Code of Practice for the Safety at Street Works and Road Works ( The Red Book) – Legal requirement** * **NO charge for permit applications** * Provider to operate comparable with Statutory Undertakers. - Provider to be subject to Fixed Penalty Notices and S74 Charges * Defect charges and response times to be applied in line with **NRSWA** |

|  |  |
| --- | --- |
| Permit Types | |
|  | |
| ***Traffic Management Act 2018 - Code of Practice for Permits –***  **Provisional Advance Authorisation Applications (PAA)**  The promoter shall apply for a “Provisional Advance Authorisation” at least three months before the proposed start of major activities.  **Permit Application for Major Activities ( works over 10 days or those that require a Road Closure)**  The promoter must apply for a Permit at least ten days before the activity is due to commence. This application will need to include the proposed start and end dates. If these are different from those in the Provisional  Advance Authorisation, the application should include a full justification for the change.  **Permit Application for Standard Activities ( works with a duration of 4-10 days)**  The works promoter must apply for a permit at least ten days before the activity is due to commence. The application must include a description of the proposed activity and the proposed start and end dates.  **Permit Application for Minor Activities ( works with a duration up to 3 days)**  The works promoter must apply for a permit at least three days before the proposed start of the activity. The application must include a description of the proposed activity and the proposed start and end dates.  **Permit Application for Immediate Activities**  The promoter must apply for a permit within two hours of the work starting. Permits for  immediate activities can contain the same conditions as permits for other activities. |  |

|  |
| --- |
| Systems - EToN |
| * Requirement to have an ETON compliant system – this needs to be kept up to date with latest spec throughout the length of contract. Needs to conform with the **Technical Specification for Electronic Transfer of Notifications** * Fully compliant EToN System to ensure all designations on a street are accessible * Ensure regular updates of Gazetteer |

|  |  |
| --- | --- |
| Gazetteer | |
| **LSG –** Local Street Gazetteer  **NSG** – National Strat Gazetteer  **ASD** – Additional Street Data  **PSMA** – Public Service Mapping Agreement | Every local highway authority produces a Local Street Gazetteer (LSG) and a copy is  held centrally by the NSG Concessionaire. Each of these local gazetteers shall contain  the information, required by and defined in the Technical Specification for EToN, about  the streets in that authority’s area.  Permit authorities and **activity promoters** may obtain full copies and updates of the street data from the NSG Concessionaire’s website ( GEOPLACE)   * It is believed that as part of the existing contract AMEY should be downloading the NSG on monthly basis from GeoPlace * Currently either their IT department is not downloading or they cannot see on their system. Hence the requirement for EToN compliant system * A yearly subscription is applicable approx. £4000. They are unable to use Kent’s Log-in as all contractors require their own ( Terry Pride has more information with regards to this) * requirement is they must be updating the NSG & ASD monthly for updates * this MUST to be a requirement of the new contract * they also need to sign up to the PSMA |
| List of applicable Charges | |
| * No charge for initial Sample inspection * **Defect charges** £47.50 for follow-up inspections and Defect Complete Inspections –   + *Current charge is in line with national legislation this may be subject to change throughout the period of the contract.* * **3rd party Report** ( by Non KCC personnel ) - £68   + *Current charge is in line with national legislation this may be subject to change throughout the period of the contract.* * **Coring** - £130 for a failed core plus associated inspection charges as above.   + *This fee may change over the period of the contract* * **FPN** - £500 for working without a valid permit - £300 if paid within the discounted period * **FPN** - £120 for breach or permit conditions. - £80 if paid within discounted period * **S74** – Charge dependent on Category of road ( linked to Traffic sensitivity as per NRSWA CoP Chapter 10) | |

**This page has been left intentionally blank**

**APPENDIX SI/ 6 – *Employer’s* and Other’s Policies**

|  |  |
| --- | --- |
|  | **EMPLOYER’S AND OTHER’S POLICIES** |
|  |  |
| 1 | Listed below are the policies currently in use by the Council. They may be subject to review and amendment over the period of the contract. The policies themselves are available to view on the attached links or in the listed Appendix |
| 2 | The *Client* will make every endeavour to notify the *Contractor* of any updates or new policies that may have an impact upon the *services*. |

|  |  |
| --- | --- |
| **Policy** | **Link** |
| Office of Government and Commerce Fair Payment and Charter. |  |
| KCC Constitution – 29th March 2012. | <http://www.kent.gov.uk/about-the-council/how-the-council-works/constitution> |
| KCC Constitution – Executive Summary 2012 | <http://www.kent.gov.uk/about-the-council/how-the-council-works/constitution> |
| KCC Vision for Kent 2012-2022 |  |
| Bold Steps for Kent | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/corporate-policies> |
| Facing the Challenge | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/corporate-policies> |
| Increasing Opportunities, Improving Outcomes | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/corporate-policies/increasing-opportunities-improving-outcomes> |
| Vision and priorities for improvement | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/education-skills-and-employment-policies/vision-and-priorities-for-improvement> |
| Constructing Kent Employment & Skills Strategy | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/education-skills-and-employment-policies/14-24-learning-employment-and-skills-strategy> |
| Health & Safety | <http://www.kelsi.org.uk/policies-and-guidance/health-and-safety-guidance/health-and-safety-policies> |
| Equality and diversity. | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/corporate-policies/equality-and-diversity> |
| Kent General Statement of Policy on Health, Safety & Welfare at Work 2010. |  |
| Environmental | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/environment-waste-and-planning-policies/environmental-policies/kent-environment-strategy>  <http://www.kent.gov.uk/about-the-council/strategies-and-policies/environment-waste-and-planning-policies/environmental-policies/council-environmental-targets-and-performance/council-policy-and-targets> |
| Emergency planning | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/community-safety-and-crime-policies/emergency-planning> |
| Fraud Prevention | <http://www.kent.gov.uk/about-the-council/finance-and-budget/spending/fraud-prevention> |
| ERDF 2007-2013 | <https://www.gov.uk/erdf-national-guidance> |
| Budget book | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/corporate-policies> |
| Flooding and drainage policies | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/environment-waste-and-planning-policies> |
| Environmental policies | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/environment-waste-and-planning-policies> |
| Planning Policies | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/environment-waste-and-planning-policies> |
| Joint Municipal Waste Management Strategy | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/environment-waste-and-planning-policies> |
| Growth and Infrastructure Framework | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/environment-waste-and-planning-policies> |
| Countryside Policies and Reports | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/environment-waste-and-planning-policies> |
| Regeneration Framework | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/regeneration-policies> |
| Kent Design Guide. | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/regeneration-policies> |
| Development and Infrastructure | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/regeneration-policies> |
| Local Transport Plan | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Growth without Gridlock | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Cycling Strategies | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Freight Action Plan | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Rail Action Plan for Kent | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Winter Service Policy | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Road safety education, training and publicity plan | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Road casualty reduction strategy | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Transport and highways funding | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Aviation strategies and policies | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Highways, Transportation and Waste tracker survey report | <http://www.kent.gov.uk/about-the-council/strategies-and-policies/transport-and-highways-policies> |
| Guidance for Service Suppliers on Equality and Diversity in Procurement | <http://www.kent.gov.uk/business/grow-your-business/doing-business-with-kent-county-council/how-we-buy-goods-and-services> |
| Guidance on Equality and Diversity in Letting Contracts | <http://www.kent.gov.uk/business/grow-your-business/doing-business-with-kent-county-council/how-we-buy-goods-and-services> |
| Contracts and Tenders Standing Orders | <http://www.kent.gov.uk/business/grow-your-business/doing-business-with-kent-county-council/how-we-buy-goods-and-services> |
| Spending the Council’s Money Procurement Process Flow Chart | <http://www.kent.gov.uk/business/grow-your-business/doing-business-with-kent-county-council/how-we-buy-goods-and-services> |
| Whistleblowing | Appendix |
| Data Processing Retention & Disposal | Appendix |
| Information Infrastructure Security | Appendix |
| Information Sharing | Appendix |
| Information Governance | Appendix |
| Accessibility | Appendix |
| Corporate Identity | Appendix |

**This page has been left intentionally blank**

**This page has been left intentionally blank**

**APPENDIX SI/ 8 – *Employer’s* Management Procedures**

|  |  |
| --- | --- |
|  | ***Client*‘ s Management Procedures** |
|  | **Management of the Service** |
|  | ***Management Team*** |
| 1 | The management structure is jointly developed by the *Contractor* and *Employer*. For the purposes of management during the mobilisation period the following structure is used. This structure forms the basis of the future management structure |
| 2 | A two level management structure is proposed. This is formed of the Contract Management Board, with the Service Delivery Board sitting above this. |
| 3 | Upon notification of contract award a meeting of the Contract Management Board is convened to develop a Mobilisation Plan which includes processes and procedures for: |
|  | • service and business planning,  • collaborative working & project delivery arrangements,  • performance measurement management,  • risk management,  • cost and value management,  • Identification of skilled resources,  • minimising network disruption,  • continuous improvement,  • problem resolution,  • programme preparation,  • work ordering protocols. |
|  |  |
|  | **Contract Management Board** |
| 4 | The Board has members from both the *Client* and the *Contractor* to represent the interests of the Parties in respect of the operational requirements for the delivery of the service. |
| 5 | If any person is unavailable, the Party nominates an alternative and notifies the other. |
| 6 | The *Employer*’s representatives on the Board are of the level and responsibility equivalent to the Service Manager and the Service Team Leader. |
| 7 | The *Contractor*’s representatives on the Board are of the level and responsibility equivalent to that of the *Employer*’s. |
| 8 | The Board monitors performance of the contract and establishes future policies and strategies and considers when unacceptable performance issues are escalated. |
| 9 | The members of the Board act in a spirit of mutual trust and co-operation. |
| 10 | It is anticipated that the Contract Management Board meets monthly throughout the year, except where a Service Delivery Board meeting means this is not needed. Both parties may agree to reduce this frequency outside the works delivery season. Additional meetings are held to suit the needs of the programme. |
| 11 | The functions of the Contract Management Board include: |
|  | * Manage, administer and operate the service, * monitoring and management of the performance framework * review and agreement of budgets and programmes, * review and agreement of final accounts, * championing effective working relationships between the Parties and with other stakeholders, * review operational delivery and address issues raised regarding specific sites, schemes and task orders. * manage compliance with the Traffic Management Act, * monitor achievement against defined programmes and milestones and ensure timely action to implement improvement. |
|  | **Suggested Agenda for the Board** |
| 12 | * Health and Safety, * Minutes and matters arising, * Partnership management and working, * Performance Management, * Budget and finances, * Programming, * Works delivery, |
|  | **Service Delivery Board** |
| 13 | The Board has members from both the *Client* and the *Contractor* to represent the interests of the Parties in respect of the operational requirements for the delivery of the service. |
| 14 | If any person is unavailable, the Party nominates an alternative and notifies the other. |
| 15 | The *Employer*’s representatives on the Board are of the level and responsibility equivalent to the Head of Service and the Service Manager. |
| 16 | The *Contractor*’s representatives on the Board are of the level and responsibility equivalent to that of the *Employer*’s. |
| 17 | The Board monitors performance of the contract and establishes future policies and strategies. considers when unacceptable performance issues are escalated. |
| 18 | The members of the Board act in a spirit of mutual trust and co-operation. |
| 19 | It is anticipated that the Board meets quarterly throughout the year. Additional meetings are held to suit the needs of the programme. |
| 20 | Along with the functions of the Contract Management Board, the Service Delivery Boards functions include: |
|  | * taking ownership of and commitment to the success of the partnership, * proposing and agreeing changes to the contract where this is in the interests of deriving best value, * championing effective working relationships between the Parties and with other stakeholders, * review operational delivery and drive a “no compromise” culture to Health and Safety throughout the organisation alongside promoting sustainability, * Monitoring performance and agreeing measures to deal with any performance failures. * monitor achievement against defined programmes and milestones and ensure timely action to implement improvement. |

|  |  |
| --- | --- |
|  | **Financial Delegation Powers – *Service Manager*** |
| 21 | The *Client* delegates financial powers to members of his staff. The Task Orders are placed through the *Employer’s* systems mentioned in the Service Information. These systems place limitations on the financial levels the order that can be raised and prevent them being committed without reference to the relevant member of staff with the correct financial delegation |
| 22 | The *Service Manager’s* financial delegated functions will be reviewed and amended as required by the *Client* during the Service Period. |
| 23 | The table below shows the current financial delegations: |

|  |  |
| --- | --- |
| **Title\*\*** | **Financial Limits** |
| Director HTW | £5 million |
| Heads of Highway Asset Management | Up to £500k |
| Road and Footway Asset Manager | Up to £100k |
| Road and Footway Team Leaders | Generally up to £100k but refer to financial delegation list |
| Road and Footway Asset Engineers | Generally up to £50k |

|  |  |
| --- | --- |
|  | **Delegation Powers – *Contractor*** |
| 24 | The *Client* does not delegate any powers to the *Contractor.* |

|  |  |
| --- | --- |
|  | **Dispute Management** |
| 25 | The following dispute resolution hierarchy applies to the resolution of any difference or dispute: |

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | ***Employer’s* People** | ***Contractor’s* People** | **Period for resolution** |
| 1 | *Service Manager* | Contract Manager | No later than 14 Days from the date of referral to the *Service Manager.* Failure to resolve after this date then the matter is escalated to Stage 2. |
| 2 | *Contract Management Board* | | Once a dispute is referred from Stage 1 to the next available Contract Management Board the dispute has until 21 days to be resolved. Failure to resolve after this date then the matter is escalated to Stage 3. By agreement between both parties, resolution may be extended to the next Contract Management Board. |
| 3 | Service Delivery Board | | A dispute referred from Stage 2 shall be considered by the Service Delivery Board to determine next stage which may be resolution, referral back to Stage 2, or escalation to Stage 4. |
| 4 | Mediation | | No later than 28 Days from the date of referral by the referring Party. Failure to resolve after this date then the matter is escalated to the Adjudicator in accordance with clause W2 |
| 5 | Adjudication | | Clause W2 applies |
| 6 | Arbitration | | Clause W2 applies |

|  |  |
| --- | --- |
|  | **Payment Provisions** |
| 26 | The *Employer’s* requirements for assessment, certification, invoicing and payment of the works under the contract are detailed below. |
| 27 | The *Client* requires the *Contractor* to have met with the various *Employers’* budget managers to agree the value of any assessment prior to the assessment date. The aim is to reduce the number of payment disputes. |
| 28 | Assessments shall be submitted on a monthly basis and both parties shall agree a timetable of other key dates. |
| 29 | The Contractor shall ensure that their application procedures bill for all work done in a financial year prior to the 1st April. Failure to do so could result in work from a previous year being paid out of the new financial year’s budget. Any reduction in budget caused by this will affect the budget available for works delivery under this contract. |
| 30 | The Client and Contractor shall agree a timescale for the final account of each Task Order to be submitted. Failure to meet the agreed deadline shall result in:   * The Client ensuring that the application of clause of the Conditions of Contract is adhered to and no payment shall be made against any Compensation Events * The Client making payment of the value of the original Task Order only.   A joint review of the submitted final accounts shall be carried out by the Client and Contractor. This shall then be agreed at the Contract Management Board. |
| 31 | Any financial disputes that cannot be resolved between the Contractor and the Employer’s budget manager shall be escalated to stage 2 of the dispute process. |

|  |  |
| --- | --- |
|  | **Contract Performance Management** |
|  | **Performance Management** |
| 32 | The *Employer’s* requirements for Performance Management from the *Contractor* are detailed in the documents located Appendix SI/8 |

|  |  |
| --- | --- |
|  | **Service Period Extensions** |
| 33 | Extensions to the service period may be offered at the *Employers* discretion.  Any decision to offer an extension will take into account factors such as (but not be limited to): current and historic contract performance and market price conditions. |

|  |  |
| --- | --- |
|  | **Health and Safety** |
|  | **Method Statements** |
| 34 | The *Contractor* carries out risk assessments and prepares method statements for all works activities carried out under this contract. |

|  |  |
| --- | --- |
|  | **Task Order Information** |
| 35 | The *Contractor* retains copies of all information relating to the development of the final product of a Task Order including: |
|  | * Risk assessments * Design information, including calculations, assessments, sketches and drawings * Costing information * Final reports and associated information * Laying records and site test results |
|  | **Miscellaneous Records** |
| 36 | Maintain any records, information and data in the possession or control of the *Contractor* which in any way relate to, or are or have been used in connection with, the provision of the service including (but without limitation) data and information stored on a computer system operated by the *Contractor*; |

|  |  |
| --- | --- |
|  | **Task Orders** |
|  | **Work Call Off Arrangements** |
| 37 | The *Client* shall request works by issuing task orders. |
| 38 | The *Contractor* shall not begin works on site unless a task order for the scheme has been issued. |
|  | Task orders will consist of the following documents:   * Task Order Cover Sheet (confirming order has been committed to) * Task Order Details form * Scheme Drawings * Bill of Quantities * Pre-Construction Information * Designers Hazard Identification Record |
|  |  |
|  | **Task Order Programme** |
| 39 | The *Client* intends to issue task orders regularly through the year. This will normally happen in batches, issued as a pack of task orders. |
| 40 | On receipt of issued task orders, the *Contractor* shall produce and return to the *Service Manager*, a draft resourced works programme for the construction of these task orders within 2 weeks. |
|  |  |

**This page has been left intentionally blank**

**APPENDIX SI/9 – Contractor’s PlanS**

|  |  |
| --- | --- |
|  | ***Contractor’s* Plan** |
|  | **Mobilisation Plan** |
| 1 | The *Contractor* submits a Mobilisation Plan for acceptance eight weeks before the *starting date.* The *Contractor* mobilises in order to provide the *service* with effect from the *starting date* in accordance with the Mobilisation Plan. |
| 2 | The Mobilisation Plan includes the following: |
|  | * names of key people (organisational structure), * details of strategic and operational management, * The final draft works programme for the first month of the service delivery. |

**This page has been left intentionally blank**

**APPENDIX SI/10 –** SERVICES AND OTHER THINGS TO BE PROVIDED

|  |  |
| --- | --- |
|  | **Services and other things to be provided** |
|  | **Services and other things for the use of the *Employer*, *Service Manager* or Others to be provided by the *Contractor*** |
| 1 | The *Contractor* provides no services or other things for the use by the *Employer*, *Service Manager* or Others |

|  |  |
| --- | --- |
|  | ***Services* provided by the *Client* for the *Contractor’s* use** |
| 2 | The *Client* provides the no *services* and other things for the *Contractor’s* use in Providing the Service. |
|  |  |

|  |  |
| --- | --- |
|  | **Plant and Material providedby the *Client* for the *Contractor’s* use** |
| 3 | The *Client* provides no plant or material for use by the Contractor. |
|  |  |

|  |  |
| --- | --- |
|  | **Plant and Material providedby the *Contractor* at the end of the service period** |
| 4 | The *Contractor* provides no plant or material at the end of the contract |
|  |  |

|  |  |
| --- | --- |
|  | **Equipment providedby the *Client* for use by the Contractor** |
| 5 | The *Client* provides no Equipment for the use of the *Contractor* in Providing the Service |
|  |  |

**This page has been left intentionally blank**

APPENDIX SI/11 – FORM OF PARENT COMPANY GUARANTEE AND FORM OF PERFORMANCE BOND

|  |  |
| --- | --- |
|  | **Ultimate Holding Company Guarantee and Form of Performance Bond** |
| 1 | The *Client* does not require an ultimate company guarantee or a performance bond. |
|  |  |