



LONDON BOROUGH OF MERTON

**HIGHWAY WORKS
AND SERVICES CONTRACT
2012**

Chris Lee
Director of Environment and Regeneration
London Borough of Merton
Merton Civic Centre
London Road
Morden
Surrey
SM4 5DX

ARTICLES OF AGREEMENT BY DEED

THIS AGREEMENT is made this twenty seventh day of March 2012

BETWEEN:

The Council of the London Borough of Merton, of Merton Civic Centre, London Road, Morden, Surrey, SM4 5DX (The *Employer*)

and

FM Conway Limited a company registered under number 706445 and whose registered office is situated at Conway House, Rochester Way, Dartford, DA1 3QY (The *Contractor*)

WHEREAS

The *Employer* wishes to have the following *service* provided:

The highway works and services described in the documents for this contract

NOW IT IS HEREBY AGREED that

1 The *Contractor* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data.

2 The *Employer* will pay the *Contractor* the amounts due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data.

3 The *Employer* may, at his complete discretion, extend the Contract in accordance with Clause 30.2 of the *conditions of contract*.

4 The documents forming part of this Agreement are the:

- These completed Articles of Agreement by Deed
- The *Employer's* Notice of Award
- The *Contractor's* tender, comprising:
 - The *Contractor's* completed Form of Tender
 - The *Contractor's* completed Contract Data Part Two
 - The *Contractor's* plan (the Accepted Plan)
 - The *Contractor's* completed *price list*
- The agreed correspondence, comprising:
 - Contract Notifications
 - Tender Queries and Responses
- The invitation to tender documents, comprising:
 - The tender document
 - The contract drawings
 - The *price list*

- CDM Preconstruction information
 - The *Employer's* invitation to tender letter
 - Tender Information and Instructions for Submission of Tenders
- The Prequalification Questionnaire

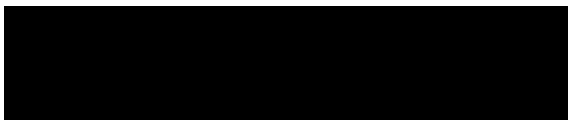
(included for ease of reference)

- The OJEU Contract Notice (Number OJ/S S145 30/07/2011 240396-2011-EN)

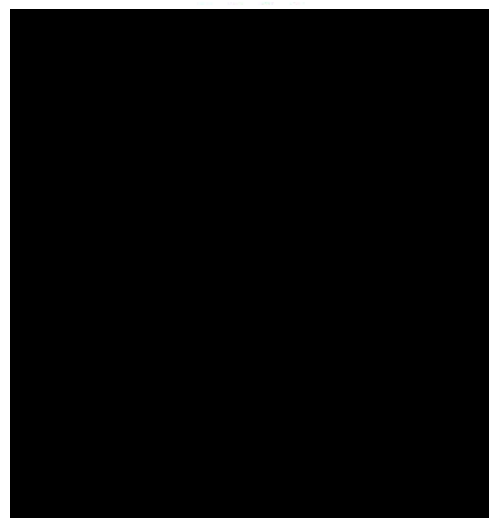
**IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED AS A
DEED THE DAY AND YEAR FIRST BEFORE WRITTEN:**

The Common Seal of the Mayor and Burgesses of the London Borough of
Merton

was hereunto affixed in the presence of:

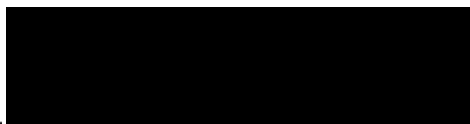


Authorised Officer

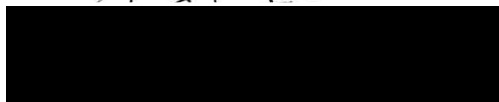


The Common Seal of

was hereunto affixed in the presence of:

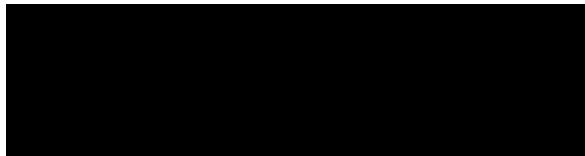


Director



Director/Company Secretary

ENVIRONMENT AND REGENERATION DEPARTMENT
Chris Lee - Director



and
London Tenders Portal (ProContract)

HEAD OF STREET
SCENE & WASTE
London Borough of Merton
Merton Civic Centre
London Road
Morden,
Surrey,
SM4 5DX

Switchboard: (020) 8274-4901
Fax: (020) 8545-3038



Date: 27th March 2012

Dear Mr |

Notice of Award

**Tender for the Highway Works and Services Contract 2012
OJEU Reference Number: 2011/S 145-240396**

Further to my letter dated 15th March 2012, I have pleasure in writing to confirm the London Borough of Merton's acceptance of your tender for the above contract.

The *starting date*, as stated in Contract Data Part One for this contract, is the 1st September 2012,

The Contract Date which will be inserted into the Contract will be the 27th March 2012.

It is confirmed that the following shall comprise the Contract Documents:-

- The Council's Invitation to Tender comprising :-
 - Pre-Qualification Questionnaire (PQQ)
 - Tender Information and Instructions for Submission of Tenders
 - The Tender Document
 - CDM-Pre-Construction Information
 - Contractors Plan Template
 - Price List
- The additional *conditions of contract* (Z Clauses)
- The Service Information
- Your completed Tender and
- The completed Contract Data Part One
- The completed Contract Data Part Two
- The completed *price list*
- This Notice of Award Letter and all agreed correspondence listed below

It is confirmed that the following agreed correspondence between us shall be included with the Contract Documents as above:

- Tender Selection Letter from [REDACTED] dated 19th October 2011
- ProContract Notification regarding Additional TUPE Information issued by [REDACTED] dated 3rd November 2011
- ProContract Notification regarding Amended Preambles to the Price List issued by [REDACTED] dated 18th November 2011
- ProContract Notification regarding Deadline Extension issued by [REDACTED] dated 25th November 2011
- ProContract Notification regarding Updated Price List issued by [REDACTED] dated 29th November 2011
- ProContract Notification regarding Tender Clarification issued by [REDACTED] dated 21st December 2011
- ProContract Notification regarding Schedule of Rates issued by [REDACTED] dated 22nd February 2012

Tender queries as follows:

- ProContract Questions and Answers of 23/02/12 at 13:15 (Answers to your SQR questions as requested) to [REDACTED]
- ProContract questions and Answers of 28/11/11 at 15:14 (Merton Highway Works and Services Contract 2012 Bill of Quantities) to [REDACTED]
- ProContract Questions and Answers of 28/11/11 at 11:14 (H07 280 to H07 284 Speed Cushions) to [REDACTED]
- ProContract Questions and Answers of 25/11/11 at 14:37 (Amended ITT Documents to Portal) to [REDACTED]
- ProContract Questions and Answers of 23/11/11 at 15:18 (TQ 23/11/11 b) to [REDACTED]
- ProContract Questions and Answers of 23/11/11 at 9:29 TQ 23/11/11 to [REDACTED]
- ProContract Questions and Answers of 22/11/11 at 9:31 Urgent Tender Queries to [REDACTED]
- ProContract Questions and Answers of 18/11/11 at 12:52 TQ 18/11/11 to [REDACTED]
- ProContract Questions and Answers of 17/11/11 at 18:28 Question 3.1- Time Risk Allowance to [REDACTED]

- ProContract Questions and Answers of 17/11/11 at 18:26 Question 2 Contractors Plan to [REDACTED]
- ProContract Questions and Answers of 15/11/11 at 10:39 Contractor's Plan – Question 3.1 – Time Risk Allowance to [REDACTED]
- ProContract Questions and Answers of 15/11/11 at 10:37 Contractor's Plan – Question 2 to [REDACTED]
- ProContract Questions and Answers of 15/11/11 at 9:41 Price List Pavements (H07) to [REDACTED]
- ProContract Questions and Answers of 15/11/11 at 9:40 Price List Pavements (H07) to [REDACTED]
- ProContract Questions and Answers of 15/11/11 at 9:40 Price List Pavements (H07) to [REDACTED]
- ProContract Questions and Answers of 15/11/11 at 9:22 Price List Kerbs (H11) to [REDACTED]
- ProContract Questions and Answers of 14/11/11 at 12:22 TQ 14/11/11 to [REDACTED]
- ProContract Questions and Answers of 11/11/11 at 14:37 Price List Pavements (H07) to [REDACTED]
- ProContract Questions and Answers of 11/11/11 at 14:36 Price List Reactive Maintenance to [REDACTED]
- ProContract Questions and Answers of 11/11/11 at 14:36 Price List Kerbs (H11) to [REDACTED]
- ProContract Questions and Answers of 11/11/11 at 14:35 Price List Kerbs (H11) to [REDACTED]
- ProContract Questions and Answers of 11/11/11 at 14:34 Price List signs (H12) to [REDACTED]
- ProContract Questions and Answers of 11/11/11 at 14:28 Price List Earthworks (H06) to [REDACTED]
- ProContract Questions and Answers of 11/11/11 at 14:28 Price List Drainage and App 0/4 of Spec to [REDACTED]
- ProContract Questions and Answers of 11/11/11 at 9:57 Tender Query 11/11/11 to [REDACTED]
- ProContract Questions and Answers of 10/11/11 at 9:59 Tender Queries 10/11/11 to [REDACTED]
- ProContract Questions and Answers of 9/11/11 at 15:17 Technical Specification to [REDACTED]
- ProContract Questions and Answers of 8/11/11 at 17:17 Items H07260-2 to [REDACTED]
- ProContract Questions and Answers of 8/11/11 at 16:57 ITT 13.2 to [REDACTED]

- ProContract Questions and Answers of 8/11/11 at 16:54 TUPE Liabilities to [REDACTED]
- ProContract Questions and Answers of 8/11/11 at 16:54 Consequences of Termination to [REDACTED]
- ProContract Questions and Answers of 8/11/11 at 16:51 Indirect and Consequential Loss to [REDACTED]
- ProContract Questions and Answers of 7/11/11 at 17:05 TQ 07/11/11 to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:47 Conditions of Contract Clause X17 and Specification Annex 9 to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:46 Price List Reactive Maintenance (H70) to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:45 Price List Reactive Maintenance (H70) to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:43 Price List Reactive Maintenance (H70) to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:42 Price List Reactive Maintenance (H70) to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:41 Price List Reactive Maintenance (H70) to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:40 Price List Preliminaries (H01) to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:39 Price List ECO work (H75) to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:38 Conditions of Contract Z9 Annual Price Adjustment for Inflation to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:37 Annex 13 TUPE Transfer Schedule to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:36 Annex 13 TUPE Transfer Schedule to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:35 Annex 13 TUPE Transfer Schedule to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:35 Annex 13 TUPE Transfer Schedule to [REDACTED]
- ProContract Questions and Answers of 4/11/11 at 14:33 Annex 13 TUPE Transfer Schedule to [REDACTED]
- ProContract Questions and Answers of 28/10/11 Tender Queries 28/10/11 to [REDACTED]

I can confirm that the formal contract document and Articles of Agreement by Deed are being prepared by our Legal Services Department and will be sent

to you shortly. Until the Articles of Agreement by Deed have been executed as by both Parties, the "Contract Documents" referred to above shall constitute a binding contract between us in the terms stated.

I would like to remind you that you are required to revise the Accepted Plan, so that it contains the operational information to be agreed with the *Service Manager* for acceptance by the *Service Manager* by no later than four weeks prior to the *starting date* of the contract. You are also required to provide a performance bond for £ [REDACTED] as stated in the Contract Data, within four weeks of the above Contract Date.

I would be grateful to receive the completed performance bond and your revised *Contractor's* plan by the dates stated above.

We look forward to working closely with you to successfully mobilise and manage this contract.

If you require any further information on this matter, please feel free to contact me either by phone on 020 8545 [REDACTED] or via e-mail at [REDACTED]

Yours sincerely,

[REDACTED]

[REDACTED]

Traffic and Highway Services Manager

Name of Tenderer: FM CONWAY



LONDON BOROUGH OF MERTON

**HIGHWAY WORKS
AND SERVICES CONTRACT
2012**

October 2011

Chris Lee
Director of Environment and Regeneration
London Borough of Merton
Merton Civic Centre
London Road
Morden
Surrey
SM4 5DX

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FORM OF TENDER

The *service*: **Highway Works and Services**

To :

The Council of the London Borough of Merton (The Employer)
Merton Civic Centre
London Road
Morden
Surrey
SM4 5DX

1. We offer to Provide the Service in accordance with the Contract Data Part One and the attached Contract Data Part Two for a sum to be determined in accordance with the *conditions of contract*.

2. We attach the following completed documents, which form part of our offer:

- The completed Contract Data Part Two
- The completed *price list*
- Copies of relevant insurance documents
- Our tendered (*Contractor's*) plan

3. You may accept this offer on or before 1st June 2012.

4. We understand that the *Employer* is not bound to accept the lowest, most economically advantageous, or any tender you may receive.

5. We understand and accept that the contract will be non-exclusive to us and that the *Employer* reserves the right at his entire discretion to use other contractors or suppliers to provide such part(s) of the *service* as he may decide.

6. We understand that all data and the indicative quantities in the tender documents are not to be taken as a commitment to or an indication of any volumes under this contract.

7. Direct and Subcontracted Fee Percentages

In submitting this tender we hereby confirm:

that our tendered *direct fee percentage* and our *subcontracted fee percentage* are adequate to cover all of our site and head office overhead costs and include our required profit margin;

that we understand and accept that the value of compensation events, which arise under this contract, will be assessed in accordance with the conditions of contract and that the Direct Cost thereof will be strictly limited to the recovery of any additional

payments we have to make as a direct consequence of the compensation event arising; and

that we understand and accept that the *Service Manager* may treat any sum(s) that have been included by us in our assessment of the Direct Cost, as Disallowed Cost if we have not provided him with evidence that such additional payments will be made, or have been made, and that they have arisen as a direct consequence of the compensation event to which they relate.

Non Collusive Tendering

8. We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not at any time before the hour and date specified for the return of this tender

(a) communicate to any other person the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender; or

(b) enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;

(c) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (a) or (b) above.

(d) commit an offence under the Prevention of Corruption Acts 1889 to 1916 or give any fee or reward the receipt of which is an offence under section 117(2) Local Government Act 1972; or

(e) directly or indirectly canvas any member or officer of the *Employer* concerning the acceptance of any tender or directly or indirectly obtain or attempt to obtain Confidential Information or any information from any such member or officer or any contractor engaged in providing services to the *Employer* concerning any other tenderer or tender submitted by any other tenderer.

9. We further certify that the principles described in paragraph 1 (a) and (b) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

10. In this certification, the word 'person' includes any persons and any body or association, corporate or unincorporated; any 'agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

London Borough of Merton - Highway Works and Services Contract 2012

11. In the event of our tender being accepted, we undertake to provide either, or both, of the following as the *Employer* may request:

- A Form of Performance Bond to the value stated in the Contract Data Part One. (in the form included as Annex 01 to the Service Information)
- A Parent Company Guarantee (in the form included as Annex 02 to the Service Information)

12. We understand that this Form of Tender when signed by us, together with the *Employer's* written acceptance thereof, shall constitute a binding contract between the Parties unless and until both Parties seal the Form of Agreement by Deed.

Yours faithfully

Signed:.....

Name:.....

Position:.....

On behalf

.....(the Contractor)

Address:.....

Date:.....

MONDAY 5TH DECEMBER 2011

CONTRACT DATA Part Two - Data Provided by the Contractor

The Contractor is

Name

F M CONWAY

Address

CONWAY HOUSE, ROCHESTER WAY,
DARTFORD, KENT, DA1 3QY

The direct fee percentage is.....

The subcontracted fee percentage.....

The key persons are

Contract Director

Name

Responsibilities within the Contractor's organisation

TERM MAINTENANCE DIRECTOR
STRATEGIC ENGAGEMENT WITH SERVICE MANAGER.

Qualifications. MIAT, LIOB, MIDB, CSCS, IOSH

CONTRACTUAL LAW, NEC3

Experience

40 YRS HIGHWAY MAINTENANCE IN
A STRATEGIC DIRECTING ROLE

Contract Manager

Name

Responsibilities within the Contractor's organisation

DAY-TO-DAY OPERATIONAL AND FINANCIAL
MANAGEMENT OF CONTRACT.

Qualifications. MANAGEMENT SAFETY, CHAPTER 8,

HEALTH & SAFETY, CDM, ENVIRONMENTAL COURSES

London Borough of Merton - Highway Works and Services Contract 2012

Experience

42 YEARS AT FM CONWAY, INTRINSIC COMPANY
AND MERTON CONTRACT KNOWLEDGE

Reactive Maintenance Supervisor

Name [REDACTED]

Responsibilities within the Contractor's organisation

PROVISION OF AN EFFECTIVE AND EFFICIENT
REACTIVE MAINTENANCE SERVICE

Qualifications STREET WORKS SUPERVISOR, FIRST AID,
HEALTH & SAFETY MANAGEMENT

Experience

25 YEARS HIGHWAYS, GOOD MERTON KNOWLEDGE,
ENGAGES WITH PRINCIPAL HIGHWAY SAFETY INSPECTIONS OFFICE

Planned Maintenance Supervisor

Name [REDACTED]

Responsibilities within the Contractor's organisation

DELIVERY OF PLANNED MAINTENANCE PROJECTS IN
ACCORDANCE WITH THE AGREED PROGRAMME

Qualifications CSCS GOLD, NVQ LEVEL 3 OCCUPATIONAL
WORK SUPERVISION, SMSTS, SSTTS, CDM

Experience

20 YEARS HIGHWAYS, 9 YEARS FM CONWAY EXPERIENCE
ENGAGES WITH NETWORK MAINTENANCE & IMPROVEMENT
MANAGERS

Improvement Project Supervisor

Name [REDACTED]

Responsibilities within the Contractor's organisation

EFFICIENT DELIVERY OF IMPROVEMENT PROJECTS

IN ACCORDANCE WITH AGREED PROGRAMME

Qualifications HND CIVIL ENGINEERING, BENG CIVIL
ENGINEERING, NEBOSH, NEC3, CSCS

Experience

11 YEARS HIGHWAYS, PREVIOUS SERVICE DELIVERY
MANAGER. ENGAGES WITH NETWORK MANAGERS.

Customer Service Manager

Name... [REDACTED]

Responsibilities within the Contractor's organisation

SINGLE POINT OF CONTACT FOR SERVICE MANAGER
ASSIST STREET WORKS & NETWORK CO-ORDINATION MANAGER

Qualifications TEC III MECHANICAL & PRODUCTION
ENGINEERING, SMSTS, IOSH, NEC3, TM.

Experience

PROJECT MANAGEMENT, BUSINESS SYSTEMS, PERFORMANCE
MANAGEMENT AND REPORTING.

Business Systems Manager

Name . [REDACTED]

Responsibilities within the Contractor's organisation

FACILITATING DAY TO DAY USE OF MERTONS CONFIRM
SYSTEM ENGAGING DIRECTLY WITH BUSINESS SYSTEMS
OFFICER.

Qualifications HEALTH & SAFETY, FIRST AID,

CUSTOMER SERVICE EXCELLENCE, CONFIRM

Experience

5 YEARS EXPERIENCE OF CONFIRM MANAGEMENT
AND ENGAGING WITH MERTONS BUSINESS SYSTEMS OFFICER

London Borough of Merton - Highway Works and Services Contract 2012

The following matters will be included in the Risk Register

- (i) SUBSTANTIAL REDUCTION IN SPEND
- (ii) CLIENT APPROVAL TO OUR INNOVATION PROPOSALS
WITH REGARDS TO METHODS & MATERIALS
- (iii) RETAINED BUDGETARY BALANCE BETWEEN CAPITAL
AND REVENUE SPEND (PLANNED VS REACTIVE)

The plan identified in the Contract Data is the plan
submitted with the tender documents

The *price list* is the *price list* submitted with the tender
documents

The tendered total of the Prices is

IN THE PRICED WORKBOOK.....

The *performance deduction percentage* (between 2% and
10%) is

..... 

London Borough of Merton

TENDER

Highway Works & Services Contract 2012



Contractors Plan

Table of Contents

Section number	Page
Section 1 - Key Contract Dates	3
Section 2 - The Order and Timing of the Work of the Employer and Others	5
- Programme for the works (Tendered Plan)	10
Section 3 - The Contractor's Provisions	15
3.1 - Time Risk Allowances (Tendered Plan)	15
3.2 - Health & Safety Requirements (Tendered Plan)	16
3.3 - Procedures Set Out in This Contract	25
3.3a - Accessing and Using the Employer's CONFIRM System	25
3.3b - Notifying Early Warnings	27
3.3c - Ensuring that Contractor Properly Notifies his Activities	29
4 - Dates for Required Information, etc.	34
4.1 - Access to the Affected Property	34
4.2 - Acceptances - (Not Included in the Tendered Plan)	n/a
4.3 - Plant and Materials, equipment, etc. (Not Included in the Tendered Plan)	n/a
4.4 - Information from Others	39
5 - Method Statements for Each Operation	40
5.1 - Reactive Maintenance Operations	40
5.2 - Emergency Response Operations	68
5.2.1 - Emergency Call-Out Standby Service	73
5.2.2 - Responding during Normal Working Hours	75
5.2.3 - Responding outside Normal Working Hours	76
5.3 - Planned Maintenance Projects (Not Included in the Tendered Plan)	n/a
5.4 - Improvement Projects (Not Included in the Tendered Plan)	n/a
5.5 - Drainage & Cleaning Operations	79
6 - Other Information required	106
6.1 - Depot Information	109
6.2 - Certificates, Evidence of Type Approvals & Supplier Information (and see appendix I)	112
6.3 - Planned Maintenance/Improvement Programmes (Not Included in the Tendered Plan)	n/a
6.4 - Sustainability	114
6.4.1 - Timber and Wood Source	114
6.4.2 - Addressing Legislative Requirements	121
6.4.3 - Environmental Policy & Strategy	124
6.4.4 - Environmental Excellence	129
6.5 - Contract Management	138
6.5.1 - Proposed Delivery Team	145
6.5.2 - Time Allocations	154
6.5.3 - Policy Statements & Employee Qualifications	154
6.5.4 - Fuel Requirements	167
6.5.5 - Exhaust Emissions	167
6.5.6 - Equipment Schedules	167
6.6 - Contractor's Policy statements	167
6.6.1 - Health & Safety	171
6.6.2 - Equal Opportunities Policy	172
6.6.3 - Training policy	173
6.6.4 - Third-Party Accreditation	173
6.7 - Arrangements for Subcontracting	174
6.7.1 - Details of Subcontractors	174
6.7.2 - Selection Criteria	174
6.7.3 - Conditions of Contract for Supply Chain	176
6.8 - Customer Care & Liaison	178
6.9 - Contractor's Insurances	197
APPENDIX I - Supplier Certification	Appl

LB Merton

Highway Works & Services Contract 2012



Contractor's Plan

F M Conway Ltd

Version Number	FMC / LBM / 002
Prepared by:	Rob Bashford
Date:	27 th November 2011
Date for Acceptance:	28 th November 2011

I. Key Contract Dates

The Starting Date: 1st September 2011

The end of the service period: 31st August 2017 or 31st August if extended in accordance with this contract.

Throughout our 30 years of Highway works and services delivery to date for the London Borough of Merton we have had but a single unchanging focus:

“the complete satisfaction of the Highways team, stakeholders and residents of Merton”

We have and will continually strive to understand and meet the changing needs and requirements of the Borough and its' communities in an open and transparent partnering manner. By investing in our bespoke depot at Beddington Lane, in industry leading recycling and materials facilities, in environmentally friendly vehicles and plant, in management systems and above all in our working practices we have shown our commitment to continuous improvement and a best practice service.

Our work with the Merton Highways team to date has successfully integrated and streamlined the reactive/emergency service elements to improve efficiency, responsiveness and costs; delivered the benefits of optimised improvement works programmes in reduced disruption and costs; and engendered high customer satisfaction with regard to both the way in which the services are delivered and the outcomes.

But we know there is more to do, and new challenges and requirements to be met by Merton. In these financially difficult times there is a need to quickly identify and implement further innovations and efficiencies that reduce costs while meeting service requirements and new sustainability needs, and raising customer satisfaction. In addition there is a drive for providing greater transparency to stakeholders and customers in the delivery of the services. We are committed to applying our collaborative behaviours and “can do, will do” culture to support Merton in meeting these needs and others that will undoubtedly emerge over the contract period.

Areas providing savings already identified for action and included in this Contractor's Plan are:

- a) **Delivering Governance;** Providing detailed service management performance information including KPIs, productivity, costs, complaints, satisfaction levels to provide the desired level transparency ; supporting the Borough in providing information for stakeholders;
- b) **Delivering Innovation;** Continually driving for improvements in productivity, identifying and implementing innovations to give efficiencies and savings; monitoring and measuring service performance;
- c) **Materials Expertise;** Using new surfacing materials and interventions to reduce works durations and costs, thereby reducing disruption, and reducing costs;
- d) **On – Call Engineering Capability;** Providing engineering, design and survey staff on a call-off basis to support Merton at times of high feasibility and detailed design activity, thereby ensuring available funding streams are fully secured and used to best effect;
- e) **Supporting Asset Management;** Working closely with Merton's asset managers on improving asset inventories - locations, types and condition and then optimising maintenance interventions on a whole life cost basis to meet their HAMP requirements;
- f) **Optimising Works;** Working across all interrelated asset sets to optimise works programmes and sequences, establishing a “corridor” approach to asset works; making the most of road space bookings; so minimising disruption and reducing costs.

2- The Order and Timing of the Work of the Employer and Others

In the tendered plan this section includes the *Contractor's* outline programme for operations described in the Service Information. The programme is not required to show reactive maintenance works.

In the operational plan this section includes the *Contractor's* detailed programme for all routine operations and ordered Tasks, taking account of the order and timing of the work of Others. The programme is not required to show reactive maintenance works and other activities as may be agreed with the *Service Manager*.

Strategic Approach to Outline Programming

As the incumbent contractor we understand the requirements of Merton in respects of programming and delivering the services. Our process will be:

- Mobilisation of services new to the contract (i.e Drainage and Cleansing);
- Programme Routine Maintenance and Cyclical Works;
- Management of Ordered Tasks;
- Planned Works:
 - Improvement schemes;
 - Traffic Management Schemes

We will address within the contract plan the following work streams:

- Carriageway Resurfacing/Reconstruction;
- Footway Resurfacing/Reconstruction;
- Reactive Maintenance;
- Carriageway Lining;
- Anti-Skid Works;
- Drainage Works, including Cyclical Maintenance;
- Traffic and Parking Scheme Work;
- Maintenance of Structures ;
- Professional Services.

Planned Works

FM Conway understand that Merton's highway assets, to be maintained under this contract, include the full extent of highway, currently maintained at public expense, for which Merton is the responsible highway authority, under the Highways Act 1980 as described below, and other locations as described below.

Carriageways

All carriageways that form part of Merton's highway network have been placed into one of the following categories:

- **Strategic Road Network (SRN)** - Non-TLRN Strategic Roads London Borough of Merton - Highway Works and Services Contract 2012;
- **London Distributor Roads** – Principal Classified Roads (Classified A Roads that do not comprise part of the SRN);
- **Local Distributor Roads** - Non-Principal Classified roads (Classified B & C Roads);
- **Local Access Roads** – Unclassified Roads (Roads linking residential or industrial areas and residential loop roads or cul de sac - some of which serve as emergency service routes).

Walking Routes

All walking routes that form part of the Merton's highway network have been placed into one of the following categories:

2- The Order and Timing of the Work of the Employer and Others

- **Prestige Walking Zones** - Prestige areas with exceptionally high usage;
- **Public Rights of Way (PROW)** – These include a range of Byways Open to All Traffic (BOAT), Roads Used as Public Paths (RUPP), Restricted Byways, Green Lanes and Permissive Paths;
- **Primary Walking Routes** - The Borough's main shopping and business areas, and main pedestrian routes to and around rail, underground, bus and coach stations;
- **Secondary Walking Routes** - Medium usage routes feeding into primary routes or serving local shopping centres, large schools and similar facilities, etc;
- **Link Footways** - Most footways in residential areas and footpaths linking local access footways;
- **Local Access Footways** - Low usage footways such as short cul-de-sac and footpaths linking low usage footways.

CycleWays

All cycle ways that form part of the Merton's highway network have been placed into one of the following categories:

- **Cycle Lanes** – A cycle lane forming part of the carriageway, commonly 1.5 metre strip adjacent to the nearside kerb. Cycle gaps at road closure points with exemptions for cycle access;
- **Cycle Tracks** - A cycle track, not forming part of a public footway or carriageway, Shared cycle / pedestrian paths, either segregated by a white line or other physical segregation, or un-segregated.

We will work with the London Borough of Merton and assist the *Service Manager's* Network Manager, his maintenance engineers and technicians, and the Network Co-ordinator, to develop a 12-month planned maintenance project programme, in January of each year. This shall include participating in:

- the preparation and checking of designs and estimates for planned maintenance projects;
- the revision of designs and estimates for planned maintenance projects (where necessary); and
- a post-construction review of each completed planned maintenance project.

This will ensure that we deliver a comprehensive planned service, effectively and efficiently, in full compliance with the requirements of the Highways Act 1980, and the Policies of the London Borough of Merton.

Processes

We have developed, over recent months, robust processes for addressing Cyclical Works programmes for:

- Cleansing and Green Maintenance, based upon our experiences on several other London Boroughs;
- Annual Rolling Programming approach for Capital Investment Schemes (Carriageway resurfacing/Reconstruction; Footway Resurfacing/Reconstruction; Traffic and Parking Scheme Work)

In addition, we have also developed a generic ERP transactional process, addressing the client/contractor works order process.

We believe that our new approach will deliver improved performance against the following KPIs:

3. Number of invoices submitted that are factually correct and submitted within two weeks of completion of work, divided by the total number of invoices submitted, expressed as a percentage;
4. Number of jobs where no damage occurred to statutory undertakers' apparatus (where location information was correct), divided by the total number of Jobs raised on CONFIRM, expressed as a percentage;
6. Number of jobs completed where no NRSWA/Permit Fixed Penalty Notices were issued against Contractor, divided by the total number of Jobs raised on CONFIRM, expressed as a percentage;
9. Number of planned projects completed within stipulated time, divided by the total number of planned projects jobs raised on CONFIRM, expressed as a percentage;