**VOLUME 2**

**Preamble and general service specification**

**TRAFFIC SIGNALS and ancillary equipment maintenance term service contract**

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**PREAMBLE TO THE SERVICE INFORMATION AND SPECIFIC SERVICE SPECIFICATION**

**Introduction**

1. This document comprises General Service Specifications and should be read with Volume 3 Service Information and Specific Service Specification and Volume 2 Works Information - Appendices.
2. The successful tenderer’s responses to Volume 5, Schedule 8 Selection & Awards PAS91 – Requirements for Quality Submission – also form part of the Service Information once the contents of which have been accepted by the Service Manager.
3. **General Service Specifications** are over arching and apply to many parts of the service. They include the objectives and outcomes required to be achieved and the inputs from the Service Manager and Contractor that are required to achieve them. Whilst some key Service Manager inputs are included, it is for the Contractor to determine how to achieve the outcomes and objectives. The Contractor’s Role reflects a minimum standard that is required and it is expected that the Contractor will develop and enhance the activities contained therein in order to meet the objectives and outcomes. In addition, the Contractor is expected to introduce innovation and flexibility to derive best value from the available budgets in the attainment of these objectives and outcomes.
4. **Specific Services Specifications** are those elements of the service that relate to specific areas of service delivery. For ease of reference the Specific Service Specifications are split into four sections as follows: -
5. Generic Clauses;
6. Routine Services;
7. Non-Routine Services;
8. Emergency Services.
9. **Appendices** can amplify one or more areas of a General or Specific Service Specification. They may also act as a stand-alone piece of Service Information. For the avoidance of doubt, Appendices are to be read in conjunction with the whole of the Service Information.
10. The Contractor is responsible for undertaking the matters required to fulfil its role as identified in the General and Specific Services Specifications and where detailed within Appendices and will not be entitled to rely upon any defaults in relation to the Service Manager’s role to restrict / limit its obligations to undertake the role identified for the Contractor (or any liability therefore) except to the extent that the default in respect of performance of the Service Manager’s role directly results in the inability for the Contractor to perform the relevant obligation or function comprised within its role as identified in the specification.

**Structure of General Service Specifications**

1. Individual specifications have been prepared to a common framework, generally under four headings: -
   1. **Objectives** – defines objective(s) together with a general statement of the requirements;
   2. **Required Outcome** – defines requirements to be generated, produced or delivered;
   3. **Contractor’s Role** – a description of some key activities required by the Contractor, but neither a comprehensive nor exhaustive list of all the activities needed to achieve the required outcomes. Where additional input or activity is required (not expressly required under the Service Manager’s role) to achieve the required outcomes these are deemed to be included in the Contractor’s Role;
   4. **Service Manager’s** **Role** – a description of all inputs by the Service Manager.
2. Some clauses may include additional headings: -
   1. **Reference** – documents and publications to which the Contractor has due regard in the delivery of the services. Where the provisions of these documents and publications conflict with the detailed provisions of this contract the latter shall prevail. Where ambiguity remains the Contractor seeks clarification from the Service Manager.
   2. **Definitions** – definitions of key terms specifically used within the General Service. A list of Identified and Defined Terms can also be found detailed within Volume 2 Works Information Appendices; Appendix 01 Identified and Defined Terms. A further list can be found within Volume 0, Conditions of Contract, Z2 Clause 11.2.

**Contractor’s Responsibilities**

1. The following activities are part of the Contractor’s responsibilities: -
   1. Undertake the service in accordance with the requirements of the Service Information and all relevant Appendices (and without limitation thereto in full compliance with the requirements of the Common Constraints as detailed in this Preamble);
   2. Assist the Service Manager with budget development, management and control;
   3. Consult with interested parties and statutory bodies;
   4. Assist the Service Manager in complying with statutory obligations of the Employer;
   5. Produce reports as instructed by the Service Manager,
   6. Provide statistics to the Service Manager relating to performance and any other statistics reasonably required by the Service Manager;
   7. Undertake the service in accordance with the Service Manager’s service standards for the time being applicable;
   8. Plan, programme and prioritise of the works in consultation with the Service Manager and provide full Works Programmes;
   9. Assessment of Service Instructions and Task Orders;
   10. Procurement and effective management of all necessary resources;
   11. Post measurement and valuation of the works;
   12. Supervision of the works, and management of any remedial action;
   13. Preparation and submission of applications for payment and invoices;
   14. Innovate to derive best value from budgets towards achievement of required outcomes and recommendations to the Service Manager;
   15. Reporting and record keeping including the provision of relevant information to keep the Service Manager’s information systems up-to-date;
   16. Supply, maintain and update the Fault Management System;
   17. Issuing Notices/ obtain Permits from the Street Works Authority;
   18. Provide the Service Manager’s staff with all the necessary training and equipment required to interface with the supplied signal equipment to the Service Manager;
   19. Provide a listing of new, replaced and Spares for Traffic Signal & Ancillary Equipment so as to ensure that the Service Manager is kept fully informed of existing inventory on a monthly basis;
   20. Assist the Service Manager in accordance with this contract to comply with the requirements of the New Roads and Street Works Act and the Traffic Management Act;
   21. Join the Service Manager to develop and maintain key performance indicators in respect of various aspects of the service;
   22. Keeping records and providing information to the Service Manager as necessary to assist in the calculation and reporting of Performance Indicators;
   23. Taking all actions required under the conditions of contract which he holds responsibility.

**Service Manager’s Responsibilities**

1. The Service Manager’s responsibilities in provision of the service will generally be: -
   1. Creation and development of policies and strategic planning;
   2. Budget development, management and control of budget virements;
   3. Issuing of Service Instructions and Task Orders as deemed necessary by the Service Manager;
   4. Unless otherwise specified within a Task Order or Service Instruction undertake design;
   5. Responding to Contractor’s planning, programming and prioritisation of works;
   6. Authorise the use of innovative technologies in trials;
   7. Approval of Contractor’s Works Programmes, Task Order programmes, Contractor’s plan and innovations;
   8. Interface with public, emergency services, press, broadcasting media and other authorities and organisations and key service stakeholders, e.g. Members and Committees of Somerset County Council;
   9. Provider of public information and publicity;
   10. Development and maintenance of Performance Indicators in consultation with the Contractor;
   11. Planned and reactive inspections and subsequent communication to Contractor of action required;
   12. Certification of applications for payment;
   13. Technical and financial audit of Contractor’s delivery of the service;
   14. Co-operating with the Contractor to enable improvements to the service;
   15. Taking all actions required under the conditions of contract for which they hold responsibility.

**Common Constraints**

1. These common constraints apply to the Service Information: -
   1. The policies of the Employer in relation to Traffic Control maintenance and improvement;
   2. The provisions of the Contractor’s plan;
   3. The budgets made available by the Employer;
   4. Programme Approval;
   5. International, National and Local Standards and Codes of Practice;
   6. Key Performance Indicators and other indicators;
   7. Required response times;
   8. New Roads and Street Works Act and Traffic Management requirements;
   9. Publisher Copyright;
   10. Legal and other agreements entered into by the authority;
   11. The requirements of “Traffic Sensitive Routes in Somerset” published by Somerset County Council.
2. All above documents are those applying from time to time.

**GENERAL SERVICE SPECIFICATION**

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**GS01 MISSION STATEMENT, OBJECTIVES AND STRATEGIES**

1. **Objectives**
   1. To ensure that the service is delivered having due regard to the Employer’s corporate policies, strategies and objectives as defined by various documents and plans issued by the Employer from time to time.
2. **Required Outcome**
   1. The strategy adopted for delivery of the service complies with current versions of policies, strategies and objectives as detailed within the Instructions for Tendering.
3. **Contractor’s Role**
   1. Undertakes the service having due regard to the required outcome described above, which may be changed and developed during the period of this contract, and in accordance with the provisions of this contract;
   2. Ensures that senior managers are aware of the content of the documents referred to in the required outcome and have due regard to them when delivering the service;
   3. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Provide the Contractor with current versions of the policies, strategies and objectives and any amendments thereof on request;
   2. Assess how updated versions of the documents may have an impact on delivery of the service and discuss with the Contractor;
   3. Fulfils general activities as described in the preamble to this specification.

**GS02 PUBLICITY, PUBLIC INFORMATION AND RESPONSE TO ENQUIRIES AND COMPLAINTS**

1. **Objectives**
   1. Ensure that customers are adequately informed of appropriate issues that relate to traffic signal works, where the Service Manager takes a leading role occasionally supported by the Contractor;
   2. Specific enquiries and complaints are met with a quick response leading to action, where appropriate, again where the Service Manager takes a leading role supported by the Contractor;
   3. Provide information to defend the Council against legal action.
2. **Required Outcome**
   1. All information is to be contemporary and originate from a robust source;
   2. Enquiries, requests and reports from the public, local councils, county councillors, members of parliament, the emergency services, other authorities and organisations and other key service stakeholders are all given a rapid response;
   3. All the above are informed on traffic signal issues through the democratic process, public information and publicity (via the press, the web, roadside information signs, broadcasting media & social media);
   4. Information relating to defending third-party claims against the Employer for alleged failure to fulfil its statutory duties is provided within the time specified by the Service Manager and which are based upon the timescale required by the Woolf Report.
3. **Contractor’s Role**
   1. Assists the Service Manager in their response to enquiries by providing information, advice, research and reports relating to Traffic Signals and Ancillary Equipment within the times specified by the Service Manager;
   2. Interfaces with the Employer’s customers only where agreed with the Service Manger which will generally be associated with actual works start and finish dates, work in progress or similar operational aspects that are under the control of the Contractor;
   3. Assists the Service Manager to provide public information and publicity via the press, the web, broadcasting media & social media (note all press releases, publicity and public information emanating from the Contractor, to be released only by when approved by the Service Manager);
   4. Provides information to the Service Manager when dealing with complaints and enquiries;
   5. Provides information to the Service Manager about Works Programmes;
   6. Provides information to the service Manager about Works Programmes:
   7. Maintains records up to six years after termination of the contract period;
   8. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Responds to enquiries from the public, local councils, county councillors, members of parliament, the emergency services, other authorities, other organisations and other key service stakeholders;
   2. Provides public information and publicity via the press, the web, roadside information signs and broadcasting media;
   3. Records enquiries;
   4. Fulfils general activities as described in the preamble to this specification.

**GS03 CUSTOMER SATISFACTION SURVEYS**

1. **Objectives**
   1. To ensure that projects of work are delivered in accordance with customer expectations subject to the technical, financial and policy requirements described elsewhere in this contract.
2. **Required Outcome**
   1. Customers affected by projects of work are informed about the nature, duration and possible disruption arising from the works;
   2. Customers are informed about changes to Work Programmes in a responsible, appropriate and timely manner;
   3. Customers are provided with a means by which their satisfaction with projects of work may be recorded;
   4. The results of customer satisfaction surveys show continuous improvement.
3. **Contractor’s Role**
   1. In the spirit of the Employer’s 4 C’s (customer focus, can do attitude, collaboration and care and respect), support the Service Manager to maintain customer relations at all times regarding the works to be undertaken;
   2. Takes account of the Service Manager’s requirements for communication with the Service Manager and customers;
   3. Attends meetings (refer to Volume 2 Works information Appendix 03 – Partnering Information) with the Service Manager when requested and agree, to the satisfaction of the Service Manager, the methodology of communication with customers which will generally include the Contractor being responsible for: -
      1. Notifying customers in a responsible way, by an appropriate method and in a timely manner of any changes that will affect them leading up to, during and after the works;
      2. Responding to and managing through to resolution all customer enquiries allocated to the Contractor as and when requested by the Service Manager to include changes to: -
         1. Timing and programming;
         2. Duration;
         3. Access;
         4. Temporary traffic control;
         5. Outcome specification unless originated by the Service Manager.
      3. Advising customers in advance of the timing and duration of activities that may cause a particular nuisance (dust, noise, night-time working etc.).
   4. Provides direct telephone numbers of the Contractor’s site agent, site manager and the out of hours contact number to the Service Manager;
   5. Joins the Service Manager, when requested, in public liaison meetings about proposed or existing works;
   6. Ensures results of surveys are disseminated to the Contractor’s staff and Subcontractors involved in the works;
   7. Ensures that systems and procedures for carrying out works and communicating with customers are constantly reviewed and improved in the light of the result of the surveys;
   8. Monitors improvements;
   9. Maintains records for up to five years from termination of the service period;
   10. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Generally consults and liaises with customers about works that may affect them;
   2. Informs the Contractor of the requirements for communication with customers;
   3. Communicates the details of the customer consultation to the Contractor as deemed necessary and applicable by the Service Manager;
   4. Instructs the Contractor to attend public meetings as and when required by giving the Contractor no less than two Working Days notice;
   5. Issues customer satisfaction surveys using national highway’s best value benchmarking club surveys, or similar, to customers;
   6. Receives returned surveys, analyse and compile reports for each site surveyed;
   7. Provides the results of the surveys to the Contractor;
   8. Jointly agrees with the Contractor the improvements required;
   9. Monitors improvements;
   10. Communicates results of surveys to interested parties as and when required;
   11. Fulfils general activities as described in the preamble to this specification.

**GS04 INTERFACE WITH OTHERS**

1. **Objectives**
   1. To ensure that good working relationships are maintained with Others during service delivery.
2. **Required Outcome**
   1. There is effective interface with Others (e.g. outside agencies and other contractors employed by the Employer) on behalf of the Employer;
   2. The Contractor exercises appropriate authority when dealing with Others in line with instructions from the Service Manager;
   3. The details of the Contractor’s role in relation to working and interaction with Others, such as the Employer’s other service providers and with the Statutory Undertakers, are developed during the course of this contract;
   4. The Contractor conducts himself in accordance with the Employer’s values.
3. **Contractor’s Role**
   1. The Contractor conducts himself in accordance with the Employer’s values;
   2. Develops, maintains and demonstrates knowledge of inter-relationships necessary to liaise with Others on behalf of the Employer;
   3. Deals with Others, with or without the Service Manager, at meetings, in correspondence and day-to-day liaison when required by the Service Manager and in accordance with agreed policies, procedures and protocols;
   4. Takes full account of constraints of Others in the provision of the service;
   5. Maintains records of all communications for up to five years from termination of the service period;
   6. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Works with the Contractor to develop procedures and protocols for the Contractor’s liaison with Others;
   2. Attends meetings, as required;
   3. Fulfils general activities as described in the preamble to this specification.

**GS05 PARTNERING INFORMATION**

To be read in conjunction with, but not limited to, Volume 2 Works Information Appendix 03 – Partnering Information.

1. **Objectives**
   1. The Partners work together in a spirit of mutual trust and co-operation to ensure that the Partnering Objectives are met and the service is delivered in accordance with this contract.
2. **Required Outcome**
   1. Partnering Objectives are achieved through the co-operative working practices of the Partners;
   2. Meetings and workshops are attended by the designated attendees wherever possible;
   3. Discussions held are constructive and informative where Partners contribute equally.
3. **Contractor’s Role**
   1. Nominates representatives to act for them in dealings with the other Partner/s;
   2. Works with the other Partner/s to achieve the Partnering Objectives;
   3. Participates and co-operates in giving advice, information and opinion to other Partner/s;
   4. Attends meetings and workshops in accordance with this contract;
   5. Gives an early warning to the other Partner/s when they become aware of any matter that could affect the successful delivery of the service in accordance with this contract;
   6. Complies with the requirements as detailed within Volume 2 Works Information Appendix 03 – Partnering Information;
   7. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Nominates representatives to act for them in dealings with the other Partner/s;
   2. Works with the other Partner/s to achieve the Partnering Objectives;
   3. Participates and co-operates in giving advice, information and opinion to other Partner/s;
   4. Attends meetings and workshops in accordance with this contract;
   5. Gives an early warning to the other Partner/s when they become aware of any matter that could affect the successful delivery of the service in accordance with this contract;
   6. Complies with the requirements as detailed within Volume 2 Works Information Appendix 03 – Partnering Information;
   7. Fulfils general activities as described in the preamble to this specification.

**GS06 CONTRACT MOBILISATION**

1. **Objectives**
   1. To ensure a smooth transition takes place when arrangements for the delivery of the service changes from the existing contract to this contract with a Contractor appointed as a result of the procurement process.
2. **Required Outcome**
   1. A Contract Mobilisation Programme is produced in accordance with the timescales defined within this specification;
   2. The Contract Mobilisation Programme is regularly reviewed and amended in the run up to the contract start date;
   3. At midnight on **31st March 2022** or as otherwise determined by this contract, arrangements are in place that ensures the following: -
      1. A seamless transfer of responsibility between the outgoing Contractor and the incoming Contractor for service delivery, including the Emergency Services;
      2. Sufficient and appropriate resources are in place to ensure continuous service delivery including the Emergency Services;
      3. Service Instructions and Task Orders have been issued to the Contractor and all necessary orders are created in order to ensure a full commencement of the service;
      4. The identification, preparation and signing of all necessary licences, agreements and the like;
      5. A transfer of responsibilities for assets owned by the Employer;
      6. A transfer of quantified and valued inventory of Employer owned stock;
      7. Information communication technology systems for use by the incoming Contractor are in place and interfaces to the Employer’s systems, where appropriate, are connected and tested and fully operational;
      8. Communications infrastructure to include correspondence, telephones, mobile telephones, facsimile, e-mail has been established and are fully operational.
   4. All other aspects of service transfer that may require managing have been identified, predicted and planned for.
3. **Contractor’s Role**
   1. The Contractor submits a Contract Mobilisation Programme for acceptance by the Service Manager at least three months prior to the starting date, which details how the Contractor will achieve the required outcomes set out in this specification and any other matter that will ensure that the contract mobilisation objectives are met;
   2. Reviews and take account of the relevant elements of the outgoing Contractor’s Contract Demobilisation Plan;
   3. The Contract Mobilisation Programme sets out the proposed arrangements for the Contractor’s role in the transition to the new contract and will fully describe arrangements for the following: -
      1. A seamless transfer of responsibility between the outgoing Contractor and the incoming Contractor for service delivery, in particular the Emergency Service;
      2. A transfer of staff from the outgoing Contractor to the incoming Contractor where TUPE applies;
      3. Sufficient and appropriate resources are in place which enables the Contractor to commence efficient and effective delivery of the service immediately and in particular the Emergency Service, together with all other requirements required to be in place in accordance with this contract;
      4. Receipt of Service Instructions and Task Orders and creation of all necessary orders to ensure a full commencement of the service;
      5. The identification, preparation and signing of all necessary licences, agreements and the like;
      6. A transfer of quantified and valued inventory of Employer owned stock;
      7. Information communication technology systems for use by the incoming Contractor are in place and interfaces to the Employer’s systems, where appropriate, are connected and tested and fully operational to the satisfaction of the Service Manager;
      8. Communications infrastructure to include correspondence, telephones, mobile telephones, e-mail has been established and are fully operational;
      9. Provision of all information and documentation which this Service Information requires the Contractor to provide which includes but is not limited to a listing of all Material and Equipment suppliers the Contractor proposes to use.
   4. The Contractor regularly reviews and maintains the Contract Mobilisation Programme in conjunction with the Service Manager;
   5. Addresses any matters within the Contract Mobilisation Programme that have not become effective at the date of transfer as a matter of urgency;
   6. Liaises with the outgoing Contractor wherever a joint approach and action will benefit the transfer arrangements;
   7. Meets or exceeds any statements provided by the Contractor within their tender document;
   8. Familiarise themselves with the Employer’s current management policies and procedures immediately prior to commencement of service delivery, including records and information in respect of the service, both historical and in progress;
   9. Ensures that all other aspects of service transfer that need consideration and managing have been identified and discussed with the Service Manager;
   10. Provides the Service Manager with access to depots and stock up to one month before commencement of this contract;
   11. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Examines, reviews and accepts the Contract Mobilisation Programme;
   2. Facilitates a smooth transition where appropriate;
   3. Ensures that Service Instructions and Task Orders, where appropriate, are issued to the Contractor in a timely manner for commencement of the service;
   4. Once the Contractor has completed, signed and had approval for all necessary licences, agreements and the like, provides appropriate access to Employer’s information to enable the Contractor to gain full appreciation of current policies and procedures, including records and information in respect of the service, both historical and in progress;
   5. Provides appropriate access, no later than the end of **September 2021**, to the Employer’s information systems for the purposes of testing and proving that the interfaces between the Contractor’s information communication technology systems and the Employer’s are in place and fully operational;
   6. Fulfils general activities as described in the preamble to this specification.

**GS07 PRIORITISATION AND PROGRAMMING OF SERVICES**

1. **Objectives**
   1. To create a framework of disciplines that prioritises and programmes the delivery of services.
2. **Required Outcome**
   1. Services are prioritised and programmed in a manner that has full regard to the Employer’s constraints which are defined as political, practical, safety, engineering and technical matters together with statutory duties and obligations as may be specified by the Service Manager from time to time and, without prejudice to the generality of this definition, the constraints may include: -
      1. Traffic sensitivity of routes as detailed within the employer’s website;
      2. Fulfil the requirements of the Traffic Management Act 2004, part 2 and 3 (TMA), the New Roads and Street Works Act 1991 (NRSWA), The Traffic Management Permit Scheme (England) Regulations 2007(TMPS)
      3. Taking account works already programmed by Others as shown within the Employer’s Highway Schemes Proposal Register (HSPR) and the Street Works Register;
      4. Reducing occupation of the highway to a minimum;
      5. Traffic flow problems;
      6. Vehicle traffic accidents;
      7. Budget and budget management requirements;
      8. Engineering and technical requirements;
      9. Biodiversity;
      10. Resourcing requirements;
      11. Political demand;
      12. Disruption to commercial operations;
      13. Public demand;
      14. Safety of highway users;
      15. Season and weather;
      16. Term and non term time for educational establishments;
      17. Public events and holidays;
      18. Performance measures detailed within this contract.
3. **Contractor’s Role**
   1. Proposes priorities for the execution of works in accordance with the Employer’s constraints as detailed above;
   2. Provides Works Programmes, in a format approved by the Service Manager issued in accordance with this contract;
   3. Provides other programmes within the times specified elsewhere in this contract for review and acceptance by the Service Manager;
   4. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Provides the Contractor with the Employer’s constraints for prioritisation of works applicable from time to time;
   2. Reviews the Contractor’s proposed Works Programmes;
   3. Accepts the Contractor’s Works Programmes, as appropriate;
   4. Fulfils general activities as described in the preamble to this specification.

**GS08 ROAD SAFETY**

1. **Objectives**
   1. To deliver the Employer’s Aims and Outcomes, as described in its current Business Plan.
   2. To reduce road collisions and make the roads of Somerset safer for all.
2. **Required Outcome**
   1. Achieves the Government’s casualty reduction targets by focusing on engineering, enforcement and, above all, education;
   2. Undertake traffic signal works, design and operations in a manor that supports Somerset’s road safety initiatives;
   3. Ensures traffic signal works do not contribute to the cause of vehicle collisions;
   4. Engages, where appropriate, in road safety initiatives.
3. **Contractor’s Role**
   1. Adopts practices that help the Employer to achieve the outcomes of this specification;
   2. Works with the Service Manager in developing traffic signal design and operational activities that supports Somerset’s road safety initiatives;
   3. Ensures traffic signal works do not contribute to the cause of vehicle collisions;
   4. Engages, where appropriate, in road safety initiatives;
   5. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Adopts practices that help achieve the outcomes of this specification;
   2. Works with the Contractor in developing traffic signal design and operational activities that supports Somerset’s road safety initiatives;
   3. Engages, where appropriate, in road safety initiatives;
   4. Fulfils general activities as described in the preamble to this specification.

**GS09 SERVICE DELIVERY PERFORMANCE MANAGEMENT**

1. **Objectives**
   1. To achieve continuous improvement in the delivery of the service;
   2. To measure changes in the performance of the Contractor;
   3. To link performance reward payments to actual performance of the Contractor.
2. **Required Outcome**
   1. Performance is monitored and managed in accordance with this contract;
   2. The Service Manager specifies the performance indicators and their targets;
   3. Some performance indicators are used to calculate the Performance Rewards as defined in the Price List, others exist to measure generally how the Contractor is performing;
   4. The performance indicators maybe changed, deleted or added to in accordance with this contract and as described elsewhere in this contract;
   5. The performance indicators are extracted or derived from the themes in the non-exhaustive list below: -
      1. National Indicators (NI’s);
      2. National and local Customer Satisfaction Surveys;
      3. Other National and Regional indicators where applicable;
      4. Traffic Management NRSWA Key Parity Measures;
      5. The Traffic Management Permit Scheme (England) Regulations 2007(TMPS)Fixed Penalty Notices;
      6. Strategic Corporate Indicators;
      7. Tenderer’s Quality Submission and tender indications and promises;
      8. Operational aspects and general contract services;
      9. Continuous improvement;
   6. The performance indicators are incorporated into the Contractor’s plan;
   7. Contractor’s performance is reported in the Contractor’s plan;
   8. Continuous improvement measures are implemented, monitored and reviewed.
3. **Contractor’s Role**
   1. Agrees targets to cover all aspects of the service (to be included in the Contractor’s plan);
   2. Collects data to support the performance indicators as required by the Service Manager;
   3. Reviews and reports on service performance against targets and required outcomes in accordance with the meeting structure set out in the Partnering Information;
   4. Provides explanations to the Service Manager for any outcomes and targets that have not been achieved;
   5. Puts into place corrective action where required outcomes and targets have not been achieved;
   6. Provides information on the delivery of the service to enable the Service Manager to complete statistics and report on the national and local performance indicators such as those referred to in this contract;
   7. Discusses performance with the Service Manager or other parties, as required by the Service Manager;
   8. Works with the Service Manager to identify, develop, agree and monitor continuous improvements of service delivery;
   9. Provides such information or takes such actions as are necessary for the Service Manager to meet any obligations that it would otherwise have done itself had the service, or any part thereof, been provided directly by the Service Manager;
   10. Assists in “best value review” process, or similar, including attendance at meetings;
   11. Demonstrate improvements;
   12. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Determines the performance indicators and the targets to be used in this contract;
   2. Considers Contractor’s proposals for changing, adding to or deleting performance indicators and targets;
   3. Reviews service performance against targets and required outcomes;
   4. Audits the technical and financial compliance of service delivery;
   5. Reviews the Contractor’s proposals for corrective action where required outcomes and targets have not been achieved;
   6. Discusses performance with the Contractor;
   7. Maintains an up-to-date list of the performance indicators being used;
   8. Works with the Contractor to identify, develop, agree and monitor continuous improvements in delivery of the service;
   9. Sets new performance targets for improvements of service;
   10. Regularly reviews their own procedures to ensure that they continue to promote ‘best value’;
   11. Fulfils general activities as described in the preamble to this specification.

**GS10 MANAGEMENT OF CONTRACT**

To be read in conjunction with, but not limited to, Volume 2 Works Information Appendix 05 – Budget Management and Clause Z26 of Volume 0 – Conditions of Contract.

1. **Objectives**
   1. To ensure that the service is managed and subsequently delivered within a partnering culture and in accordance with this contract;
   2. To ensure proper financial management of the Employer’s budget for delivery of services and to ensure that spending is monitored against the Employer’s budget.
2. **Required Outcome**
   1. Services are delivered by the Contractor efficiently and effectively in order to meet and exceed the requirements of this contract;
   2. Spend profiles are created, maintained and agreed in accordance with this contract.
3. **Contractor’s Role**
   1. Adopts a partnering approach making available staff to attend meetings in accordance with the requirements as detailed within the Partnering Information;
   2. Assists the Service Manager in managing expenditure, providing information as and when required by the Service Manager which includes but is not limited to spend profiles;
   3. Continuously monitors expenditure against spend profiles, reports to the Service Manager and takes corrective action as instructed by the Service Manager;
   4. Provides information to the Service Manager for future budget setting processes as requested;
   5. Provides suitably qualified and experienced staff to manage all aspects of service delivery;
   6. Manages a safe system of work which complies with appropriate and current legislation and best practice;
   7. Manages all other processes and procedures detailed within this contract which the Contractor retains responsibility;
   8. The Contractor shall provide and maintain suitable premises for the safe and secure storage of all plant, materials and equipment. In addition, the premises shall provide sufficient accommodation to house the staff, office equipment and record systems necessary to deliver the service;
   9. The premises shall be staffed during Normal Working Hours to receive instructions from the Service Manager and staff;
   10. The Contractor shall, during Normal Working Hours, afford access to their premises to the Service Manager and/or duly nominated members of staff to inspect records, plant, equipment and/or materials relating to the delivery of the service and attend/hold meetings with the Contractor;
   11. The Contractor’s premises and storage compound/s shall be located such that they are easily accessible to the Service Manager and staff within a distance no greater than fifteen miles by car from County Hall, Taunton;
   12. The Contractor’s premises and storage compound/s are provided such that they fulfil the requirements of this contract;
   13. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Adopts a partnering approach making available staff to attend meetings in accordance with the Partnering Information;
   2. Sets, reviews and updates budget amounts as deemed necessary by the Service Manager;
   3. Amends Service Instructions and issues Task Orders as deemed necessary by the Service Manager;
   4. Manages all other processes and procedures detailed within this contract which the Service Manager retains responsibility;
   5. Fulfils general activities as described in the preamble to this specification.

**GS11 SERVICE ENHANCEMENT**

1. **Objectives**
   1. To deliver the Employer’s Aims, and Outcomes, as described in its current County Plan;
   2. Enhance the service in conjunction with the Service Manager;
   3. Produce predominately cashable efficiency gains.
2. **Required Outcome**
   1. Identifies the requirements for service enhancements;
   2. Proposals for the fulfilling of these requirements is developed, implemented and monitored taking into consideration the Employer’s policies and available budget, user needs and network safety;
   3. There is improved provision of the service with records to demonstrate such improvements;
   4. Identifies and values efficiency gains.
3. **Contractor’s Role**
   1. Adopts practices that help the Employer to achieve the outcomes of this specification;
   2. Maintains an overview of factors affecting the efficiency and performance of the service, for example technical, managerial and environmental and seeks to improve upon such factors;
   3. Advises the Service Manager on developments in best practice and makes detailed proposals on how to implement them;
   4. Identifies and introduces new/alternative materials, products, concepts, processes etc. with the agreement of the Service Manager;
   5. Investigates concept proposals;
   6. Considers improvement proposals made by the Service Manager;
   7. Monitors performance of improvement initiatives and maintains records and reports of such performance;
   8. Maintains and retains records from robust and reliable sources that demonstrate efficiency gains;
   9. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Advises the Contractor of amendments to the Employer’s policies or budget;
   2. Assists the Contractor in identifying any improved practices or procedures of which it has direct knowledge;
   3. Reviews and comments on the Contractor’s proposals;
   4. Investigates and reviews alternative sources of finance;
   5. Approves the Contractor’s proposals, where applicable;
   6. Reviews the performance monitoring records and reports;
   7. Fulfils general activities as described in the preamble to this specification.

**GS12 SUSTAINABILITY**

To be read in conjunction with, but not limited to, Volume 2 Works Information Appendix 15 – Sustainability.

1. **Objectives**
   1. To deliver the Employer’s aims and outcomes, as described in the County Plan, Somerset Sustainable Community Strategy 2008 – 2026 (issued June 2009) and associated supporting documents, in relation to sustainability in its widest sense, and all subsequent revisions and amendments.
2. **Required Outcome**
   1. Achieves, or better, the Employer’s annual sustainability targets;
   2. Complies in all respects with the statutory provisions pertaining to the disposal of waste;
   3. Maximises the use of recycled and secondary materials used.
3. **Contractor’s Role**
   1. Adopts sustainable practices and achieve outcomes set out in the Contractor’s tender;
   2. Assists the Service Manager in exploring ways in which the environmental performance and sustainability of the service might be improved and environmental impact reduced;
   3. Provides the Service Manager with all the information that may reasonably be requested by the Service Manager regarding the environmental impact of the supply and use of materials selected by the Contractor;
   4. Uses secondary or recycled materials wherever economically viable or as instructed by the Service Manager and to meet the recycling targets;
   5. Prepares, maintains and makes regularly available to the Service Manager, an electronic log that records the actions which contribute to this sustainability specification;
   6. Produces a quarterly return quantifying and detailing the waste produced from traffic signal works and, where appropriate and agreed, production of goods and office activities carried out under this contract and the percentage recycled;
   7. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Encourages sustainability in the provision of the service;
   2. Works with the Contractor to identify opportunities to operate more sustainably;
   3. Agrees with the Contractor targets, actions and responsibilities that contribute to the required outcomes of this specification;
   4. Fulfils general activities as described in the preamble to this specification.

**GS13 PROFESSIONAL ADVICE**

1. **Objectives**
   1. To ensure that the Contractor has available suitable professional expertise to provide the Service Manager with advice in their field of knowledge and experience relating to the service within the timescales agreed with the Service Manager.
2. **Required Outcome**
   1. Professional advice is relevant and robust.
3. **Contractor’s Role**
   1. Processes requests for advice from the Service Manager;
   2. Ensures reports are prepared in the format required (written or verbal) and prepared and available to present its content if required;
   3. Ensures recommendations are fully supported by justification;
   4. Is prepared and available to attend public or other meetings to explain advice;
   5. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Instructs requests for advice to the Contractor;
   2. Advises the Contractor of the required report format;
   3. Fulfils general activities as described in the preamble to this specification.

**GS14 THE CONTRACTOR’S PLAN**

To be read in conjunction with, but not limited to, Volume 2 Works Information Appendix 04 – The Contractor’s Plan.

1. **Objectives**
   1. The Contractor’s plan is created, maintained and reviewed by the Contractor and sets out the arrangements for managing the services to be delivered in accordance with this contract.
2. **Required Outcome**
   1. The Contractor’s plan is created, maintained, reviewed and amended in accordance with this contract;
   2. The format and content of the Contractor’s plan is agreed with the Service Manager;
   3. Unless otherwise stated elsewhere in this contract, not later than 30 calendar days before the beginning of each Contract Year (other than the first Contract Year) the Contractor reviews, amends and submits to the Service Manager the revised Contractor’s plan for acceptance;
   4. Service Delivery Statements are created, maintained, reviewed and amended in accordance with this contract.
3. **Contractor’s Role**
   1. Creates, maintains, reviews and amends the Contractor’s plan in accordance with this contract;
   2. Creates, maintains, reviews and amends the Service Delivery Statements in accordance with this contract;
   3. Complies also with the requirements as detailed within Volume 2 Works Information Appendix 04 – The Contractor’s Plan;
   4. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Accepts the Contractor’s plan in accordance with this contract;
   2. Accepts Service Delivery Statements in accordance with this contract;
   3. Complies with the requirements as detailed within Volume 2 Works Information Appendix 04 – The Contractor’s Plan;
   4. Fulfils general activities as described in the preamble to this specification.

**GS15 TRAFFIC MANAGEMENT ACT**

1. **Objectives**
2. Effectively manage and carry out highway works in accordance with the requirements of the New Roads and Street Works Act 1991 (NRSWA), principles of Part 2 and Part 3 of the Traffic Management Act 2004 (TMA), The Traffic Management Permit Scheme (England) Regulations 2015 (TMPS) and associated TMA & Codes of Practice (COP) that places a Network Management Duty on Somerset County Council, as the local traffic authority along with any subsequent revisions and amendments.
3. In addition, comply with the Network Management Duty that requires every local authority to assess its performance in managing its road network and review the effectiveness of its arrangements. Parity, between the treatment of a Statutory Undertaker and a Highway Authority by the Traffic Manager, is an important principle in exercising the duty.
4. **Definitions**
   1. All current New Roads and Street Works Act 1991 (NRSWA), Traffic Management Act legislation (TMA), The Traffic Management Permit Scheme (England) Regulations 2015 (TMPS) definitions, codes of practice and any future amendments to that legislation will apply.
5. **Required Outcome**
   1. Comply with the NRSWA, TMA, TMPS and associated legislation.
   2. Ensure that information is available for the purposes of co-ordination of works and to provide information to customers as required by the Project Manager, about works that may affect them.
   3. Comply with NRSWA and the TMPS so that works for road purposes are treated the same as Street Works.
   4. Failure to comply with the requirements of NRSWA or TMPS, for notifying works or submitting a permit will incur a parity charge in line with current legislation and fixed penalty notice (FPN) charges as per NRSWA and The Traffic Management Permit Scheme (England) Regulations 2015.
6. **Contractor’s Role**
   1. Fulfils the requirements of the Traffic Management Act 2004, part 2 and 3 (TMA), the New Roads and Street Works Act 1991 (NRSWA), The Traffic Management Permit Scheme (England) Regulations 2015 (TMPS) and to treat works carried out by the Principal Contractor on the same basis as Street Works carried out by Statutory Undertakers
   2. Plan and execute the service so that no unnecessary interference with or obstruction to the convenience of the public or access to or use of public or private roads and footpaths access ways or other routes occurs;
   3. The Contractor is to obtain at their own cost utility information to identify apparatus which may be affected by the proposed works. In doing so they contact all applicable Statutory Undertakers and obtains such information and provides it to the Service Manager so that they may incorporate such details within their design. In the event that the information becomes out of date prior to starting works the Contractor obtains up to date utility information accordingly and does so in a timely manner so as to prevent delays to programme. For the avoidance of doubt the Contractor’s costs of obtaining such information is deemed to be included within the rates and Prices within the Price List;
   4. Take an active part in appropriate planning and liaison meetings;
   5. Attend regular and ad-hoc meetings with the Service Manager and or Traffic Manager for the purposes of reviewing the Contractor’s performance in relation to compliance to this specification and to agree any improvement actions that may be needed;
   6. Provide a daily whereabouts Works Programme and other information to the Service Manager in a format suitable for up-loading into the Employer’s web system as required by the Service Manager, or similar, within the times specified elsewhere in this contract if, as and when required by the Service Manager or Street Authority. For the avoidance of doubt the Contractor must provide adequate noticing to the Street Authority in accordance with legislation;
   7. Comply with all relevant Service Manager procedures and processes such as application for a Traffic Regulation Order;
   8. Comply also with the requirements of the preamble to this specification.
7. **Service Manager’s Role**
   1. Fulfil the requirements of the New Roads and Street Works Act 1991 (NRSWA), principles of Part 2 and Part 3 of the Traffic Management Act 2004 (TMA), The Traffic Management Permit Scheme (England) Regulations 2015 (TMPS) and associated TMA & Codes of Practice (COP)
   2. Treat works carried out by the Contractor, as far as reasonably practicable, on the same basis as Street Works carried out by Statutory Undertakers;
   3. Monitor the Contractor’s performance as detailed within this contract;
   4. Advise the Contractor of any amendments to Employer’s policy or procedures that could affect the requirements and mechanisms as currently set out;
   5. Issue information to the customers as detailed within this contract utilising, where appropriate, information provided by the Contractor;
   6. Chair the Traffic Manager Review Meeting (refer to Volume 2 Works Information Appendix 03 – Partnering Information);
   7. Consider the Contractor’s performance as defined elsewhere in this contract;
   8. Fulfil general activities as described in the preamble to this specification.
8. **References**

Current publications of or any subsequent revisions and amendments: -

* 1. New Roads and Street Works Act 1991 (NRSWA);
  2. New Roads and Street Works Act 1991 Code of Practice for the Co- ordination of Street Works and Works for Roads Purposes and Related Matters (Fourth Edition, revised October 2012);
  3. Statutory Guidance for Highway Authority Permit Scheme (October 2015);
  4. HAUC Code of Practice for Inspections (Second Edition 2002);
  5. Diversionary Works Code of Practice for Major Road, Bridge and Transportation Works (June 1992);
  6. HAUC Specification for the Reinstatement of Openings in Highways (Third Edition, 2010);
  7. Safety at Street Works and Road Works – A Code of Practice (2013);
  8. Traffic Management Act 2004 (TMA)
  9. Road Traffic regulation Act 1984
  10. Road Traffic (Temporary Restrictions) Act 1991
  11. The Road Traffic (Temporary Restrictions) Procedure Regulations 1992.
  12. The Traffic Management Permit Scheme (England) Regulations 2007
  13. The Traffic Management Permit Scheme (England) (Amendment) Regulations 2015

**GS16 ROAD WORKS CO-ORDINATION, NOTICING AND PERMITTING**

1. **Objectives**
   1. Assist the Traffic Manager and the Service Manager - Street Works in their duty to secure the expeditious movement of traffic; Comply with the requirements of the New Roads and Street Works Act 1991 (NRSWA), New Roads and Street Works Act 1991 Code of Practice for the Co- ordination of Street Works and Works for Roads Purposes and Related Matters (Fourth Edition, revised October 2012), principles of Part 2 and Part 3 of the Traffic Management Act 2004 (TMA), The Traffic Management Permit Scheme (England) Regulations 2007 (TMPS) and any subsequent revisions and amendments.
   2. Works for road purposes to be treated as far as reasonably practicable the same as Street Works;
   3. Comply as far as reasonably practicable with the requirements of the Department of Transport publication ‘New Roads and Street Works Act 1991 Code of Practice for the Co-ordination of Street Works and Works for Road Purposes and Other Related Matters
2. **Required Outcome**
   1. Road works are co-ordinated and Permits are issued by the Street Authority in accordance with existing legislation
   2. Notices are issued in accordance with Street Works legislation and the Co-ordination CoP;
   3. Works Programmes issued in accordance with this contract to the Street Authority and Service Manager;
   4. Sufficient notice of advance works to comply with the Street Authority’s requirements to enable works to be added, along with Statutory Undertakers' works and Others' works, to the list of works to be discussed at the NRSWA Co-ordination planning meeting or any other interim meeting as required by the Service Manager;
   5. Contractors will have an equivalent duty as Statutory Undertakers under Section 60 of NRSWA to co-operate with the Council's efforts to co-ordinate the execution of works of all kinds.
   6. Failure to comply with the requirements of NRSWA or TMPS, for notifying works or submitting a permit will incur a parity charge in line with current legislation and fixed penalty notice (FPN) charges as per NRSWA and The Traffic Management Permit Scheme (England) Regulations 2007
3. **Definitions**
   1. The NRSWA definitions apply.
4. **Contractor’s Role**
   1. Comply with the requirements and recommendations of the Co-ordination CoP and in particular for this specification: -
      1. Chapter 2 Co-ordination in Practice generally;
      2. Provide information and assistance to pro-actively forward plan works;
      3. Provide to the Service Manager and Street Authority, advance Works Programmes, in a format specified by the Service Manager, at least three weeks in advance of the Somerset Highway Authority and Utilities Committee (Somerset HAUC) Meeting and as otherwise specified within this contract.
   2. Ensure that advance notification is given by electronic means using Street Manager or a Street Manager linked system as specified by the Project Manager for the purpose of managing works applying for permits in accordance with the Project Manager’s instructions and the general provisions of the NRSWA, TMA, TMPS and associated legislation;
   3. Issue temporary traffic signal applications to the Street Authority, with associated traffic management plan, for works where temporary traffic signals are required to facilitate the works;
   4. Monitor the Contractor’s own performance and in particular in relation to Parity Charges and NRSWA Key Parity Measures as considered necessary by the Service Manager and Street Authority;
   5. Provide Works Programmes in accordance with the provisions of this contract;
   6. Comply also with the requirements of the preamble to this specification.
5. **Service Manager’s Role**
   1. Fulfil its role and responsibilities as set out in the TMA, TMPS and the NRSWA;
   2. Treat works carried out by the Contractor, as far as reasonably practicable, on the same basis as Street Works carried out by Statutory Undertakers;
   3. Monitor the Contractor’s performance and in particular in relation to Parity Charges and NRSWA Key Parity Measures considered necessary by the Service Manager and Street Authority;
   4. Advise the Contractor of any amendments to Employer’s policy or procedures that could affect the programming, co-ordinating and noticing mechanisms as currently set out;
   5. Assess Works Programmes submitted by the Contractor;
   6. Fulfil general activities as described in the preamble to this specification.
6. **References**
   1. Current publications of: -
      1. New Roads and Street Works Act 1991 (NRSWA);
      2. New Roads and Street Works Act 1991 Code of Practice for the Co- ordination of Street Works and Works for Roads Purposes and Related Matters (Fourth Edition, revised October 2012);
      3. Statutory Guidance for Highway Authority Permit Scheme (October 2015);
      4. HAUC Code of Practice for Inspections (Second Edition 2002);
      5. Diversionary Works Code of Practice for Major Road, Bridge and Transportation Works (June 1992);
      6. HAUC Specification for the Reinstatement of Openings in Highways (Third Edition, 2010);
      7. Safety at Street Works and Road Works – A Code of Practice (2013);
      8. Traffic Management Act 2004 (TMA)
      9. Road Traffic regulation Act 1984
      10. Road Traffic (Temporary Restrictions) Act 1991
      11. The Road Traffic (Temporary Restrictions) Procedure Regulations 1992.
      12. The Traffic Management Permit Scheme (England) Regulations 2007
      13. The Traffic Management Permit Scheme (England) (Amendment) Regulations 2015

**GS17 TRAFFIC REGULATION ORDERS (TRO)**

1. **Objectives**
   1. Ensure appropriate procedures are in place to process Traffic Regulation Orders (TRO) in a timely manner and in accordance with the requirements of the legal instruments for temporary road closures;
   2. Ensure that works are not delayed through lack of planning;
   3. Notifications and works are carried out in accordance with the Employer’s requirements.
2. **Required Outcome**
   1. Temporary road closures are correctly processed in accordance with Statutory Instruments;
   2. Temporary road closures are identified at an early stage;
   3. Application for all temporary road closures are submitted for processing within required lead-in times so that legal processes are met resulting in the works proceeding at the planned time;
   4. Requirements to consult, advertise and seal orders are achieved.
3. **Contractor’s Role**
   1. Receive recommendations from the Service Manager and liaise directly with the Street Authority to obtain approval for a temporary road closure;
   2. Provide to the Street Authority a draft signing schedule to accommodate the temporary road closure, which includes but is not limited to, a schedule of all signage proposed complete with description and diagram, accompanied by location details as appropriate;
   3. Liaises directly with the Street Authority to agree the sign schedule and pays to the Street Authority their associated costs in checking and subsequently approving the schedule. For the avoidance of doubt these costs are deemed to be included within the rates and Prices within the Price List;
   4. Liaises directly with the Street Authority to ensure that the temporary road closure is suitably advertised. For the avoidance of doubt these costs are deemed to be included within the rates and Prices within the Price List;
   5. Obtains written notification from the Street Authority that the TRO has been sealed;
   6. Obtains approval from the Street Authority that works can commence where appropriate;
   7. Comply with the conditions of the TRO which may include notification to affected properties, posting of public notices and provision of signage;
   8. Amend sign schedules to accord with the Street Authority’s instructions;
   9. Comply also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Advise the Contractor where a TRO may be required to undertake the works and advise the Contractor of any amendments to the Employer’s policies or procedures that could affect the processing of TRO;
   2. Fulfil general activities as described in the preamble to this specification.

**GS18 IDENTIFICATION, DEVELOPMENT AND IMPLEMENTATION** **OF CODES OF PRACTICE AND STANDARDS**

1. **Objectives**
   1. To ensure that the service is delivered not only in accordance with the requirements of this contract but also in accordance with additional codes of practice, standards and guidance that are appropriate and may emerge during the service period.
2. **Required Outcome**
   1. Identification, development and implementation of technical and operational codes of practice (including without limitation design standards, design guides and work practices) in accordance with best practice or Good Industry Practice which supplement and build upon the standards of performance of the service otherwise set out in this contract.
3. **Contractor’s Role**
   1. In consultation with the Service Manager, identify the need for and develop local standards, codes, guides and practices when others are inappropriate;
   2. Implement appropriate international, national and local standards, codes, guides and practices which have been approved by the Service Manager;
   3. Apply the Service Manager’s local standards, codes, guides and practices when other standards, codes, guides and practices are inappropriate;
   4. Comply also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. In consultation with the Contractor, identify the need for and develop local standards, codes, guides and practices when others are inappropriate;
   2. Oversee and assess the success or otherwise of the implementation of local standards, codes, guides and practices;
   3. Adjust, adapt and revise local standards, codes, guides and practices;
   4. Fulfil general activities as described in the preamble to this specification.

**GS19 ASSESSMENT, CERTIFICATION, INVOICING AND PAYMENT OF WORKS**

To be read in conjunction with, but not limited to, Volume 2 Works Information Appendix 07 – Assessment, Certification, Invoicing and Volume 4 Method of Measurement.

1. **Objectives**
   1. To ensure works are assessed correctly and amounts due to the Contractor are paid in accordance with this contract.
2. **Required Outcome**
   1. Service Instructions and Task Orders are assessed using correct quantities, rates and calculations;
   2. Service Instructions and Task Orders not performed in accordance with this contract are excluded from assessments;
   3. The amount due for Service Instructions and Task Orders is assessed by the Contractor and certified by the Service Manager;
   4. Invoices are submitted to the Service Manager in accordance with this contract;
   5. Payments from the Employer to the Contractor are made in accordance with this contract;
   6. The format of all documents used in this process is acceptable to and agreed by the Service Manager.
3. **Contractor’s Role**
   1. Ensures that all staff engaged in the assessment of the amount due for Service Instructions and Task Orders are fully trained in the principles of assessment and the detailed provisions of the Price List including its associated method of measurement;
   2. Employs suitably qualified staff to assess the amount due for each Service Instruction and Task Order and ensures their name is clearly identified on each assessment;
   3. Employs suitably qualified staff to certify the technical compliance of each Service Instruction and Task Order and ensures their name is clearly identified on each certification of technical compliance;
   4. Ensures that a comprehensive breakdown of the works completed is detailed for each Service Instruction and Task Order updating records as appropriate;
   5. Ensures that applications for payment include only the valuation of Service Instructions and Tasks that have been assessed in accordance with this contract;
   6. Ensures that invoices include only the valuation of Service Instructions and Task Orders that have been certified in accordance with this contract;
   7. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Approves format of applications for payment and invoices;
   2. Prepares and implements plan of auditing the Contractor’s assessment of the amount due;
   3. Certifies all amounts assessed within **10** days of the due date for payment;
   4. Note, the date on which payment becomes due (the due date) is **21** days after the assessment date (please refer to Volume 0 Conditions of Contract, clause Y2.2);
   5. Processes invoices in accordance with this contract;
   6. Fulfils general activities as described in the preamble to this specification.

**GS20 CONTRACT DEMOBILISATION**

1. **Objectives**
   1. To ensure a smooth transition takes place when arrangements for the delivery of the service changes from this contract to the successor arrangements.
2. **Required Outcome**
   1. A Contract Demobilisation Plan is produced in accordance with the timescales defined within this specification;
   2. The Contract Demobilisation Plan is regularly reviewed in the run up to the end of the service period;
   3. The services are provided in an effective and efficient manner during the transfer;
   4. At the end of the service period, or as otherwise determined by this contract, arrangements are in place that ensures the following: -
      1. A seamless transfer of responsibility and works in progress between the outgoing Contractor and the incoming Contractor for service delivery, particularly with regard to the Emergency Service;
      2. A transfer of responsibilities for assets owned by the Employer;
      3. A transfer of quantified and valued inventory of Employer owned stock.
   5. All other aspects of service transfer that may require managing have been identified, predicted and planned for.
3. **Contractor’s Role**
   1. The Contractor submits a Contract Demobilisation Plan for acceptance by the Service Manager at least six months (or as otherwise instructed) prior to the end of the service period, which details how the Contractor will achieve the required outcomes set out in this specification and any other matter that will ensure that the contract demobilisation objectives are met. Note that the successful Contractor will be given access to relevant parts of this plan in order to facilitate a smooth transition;
   2. The Contract Demobilisation Plan sets out the proposed arrangements for the Contractor’s role in the transition from this contract to the successor arrangements and will fully describe arrangements for the following: -
      1. A seamless transfer of responsibility between the outgoing Contractor and the incoming Contractor for service delivery, particularly with regard to the Emergency Service;
      2. A transfer of staff from the outgoing Contractor to the incoming Contractor where TUPE applies;
      3. A transfer of works in progress;
      4. A transfer of responsibilities for assets owned by the Employer;
      5. A transfer of quantified and valued inventory of Employer owned stock;
      6. The removal of Contractor owned materials and plant;
      7. Information communication technology systems;
      8. Transfer of data, records and information to the Employer;
      9. Any other arrangements required and requested to be included by the Service Manager.
   3. The proposals and actions in the Contract Demobilisation Plan are reviewed and subsequently amended, in conjunction with the Service Manager, at monthly intervals leading up to the end of the service period;
   4. Liaises with the incoming Contractor wherever a joint approach and action will benefit the transfer arrangements;
   5. Ensures that all other aspects of service transfer that need consideration and managing have been identified and discussed with the Service Manager;
   6. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Examines, reviews and accepts the Contract Demobilisation Plan and facilitates a smooth transition where appropriate;
   2. Fulfils general activities as described in the preamble to this specification.

**GS21 CDM – HEALTH, SAFETY AND WELFARE ARRANGEMENTS**

To be read in conjunction with, but not limited to, clause Z15 on the conditions of contract and SS01, Section 09 - Health and Safety.

No specific reference has been made to the Health and Safety at Work Etc Act 1974 within this specification as it is detailed elsewhere in this contract.

1. **Objectives**
   1. To implement suitable management arrangements to ensure that health, safety and welfare on site is maintained in accordance with this contract.
2. **Required Outcome**
   1. Works undertaken are managed and subsequently carried out safely and in accordance with appropriate legislation including without limitation Construction Design Management Regulations 2015, approved codes of practice, guidance and agreed policies and procedures;
   2. The aim is to ensure the health, safety and welfare of all those involved in the execution of the work covered by this contract and of anyone else affected by the activities undertaken.
3. **Contractor’s Role**
   1. Undertakes the duties of Contractor on all projects and Principal Contractor whereby the project involves more than one contractor or elements that are subcontracted.
   2. Undertakes the duties of Designer where specified on a Task Order;
   3. Fulfils the duties and responsibilities detailed within Volume 3 Service Information and Specific Service Specification SS01, Section 09 - Health and Safety
   4. Complies also with the requirements of the preamble to this specification.
4. **Service Manager’s Role**
   1. Undertakes the duties of the Client in respect of Service Instructions and Task Orders on behalf of the employer,
   2. Undertakes the duties of Designer in respect of preparing a design that eliminates or reduces risks that may arise during the construction phase / and subsequent maintenance of the installation for improvement works instructed through this contract.
   3. Where the project involves more than one contractor or elements that are subcontracted the Service Manager undertakes the duties of Principal Designer.
   4. Fulfils the duties and responsibilities detailed within SS01, Section 09 - Health and Safety;
   5. Fulfils general activities as described in the preamble to this specification.

**GS22 SUB-CONTRACTING**

To be read in conjunction with, but not limited to, Z13, clauses 26 of Volume 0 conditions of contract

1. **Objectives**
   1. To ensure that Subcontractors engaged by the Contractor provide services in accordance with this contract.
2. **Required Outcome**
   1. Subcontractors engaged by the Contractor have been vetted and approved by the Contractor in respect of all aspects of their business that are relevant to the delivery of services;
   2. These provisions apply equally to sub-Subcontractors.
3. **Contractor’s Role**
   1. Complies with their responsibilities under clause Z13 of Volume 0 conditions of contract;
   2. Has in place a procurement / competency checking process that includes, but without limitation, initial and ongoing checks to ensure that public and employer liability insurances are held, health and safety risk assessments are completed, that the sub-contractor is competent to undertake the task, appropriate training has been given to all staff and recorded and accurate records are kept of all work undertaken for a period not less than twelve months;
   3. Maintains a list of accepted Subcontractors which is updated and submitted to the Service Manager whenever Subcontractors are added or deleted;
   4. Complies also with the requirements of the preamble to this specification;
4. **Service Manager’s Role**
   1. Complies with their responsibilities under clause Z13 of Volume 0 conditions of contract;
   2. Fulfils general activities as described in the preamble to this specification;