

Data protection Z11

Z11.1 The *Client* and the *Contractor* each comply with their obligations under the Data Protection Legislation as independent Controllers (as defined in the Data Protection Legislation) of personal data respectively processed by them in that capacity in connection with the contract and provide reasonable assistance to the other to do so.

Z11.2 The *Contractor*:

- ensures it does not knowingly or negligently do or omit to do anything which places the *Client* in breach of the *Client's* obligations under the Data Protection Legislation; and
- warrants that it has given all and any notifications and obtained all and any registrations that are required by the Data Protection Legislation for the *Contractor* to process personal data for the purpose of performing its obligations under the contract.

Z11.3 Without prejudice to the generality of Z11.1, if at any time the objective nature of the data processing activities carried on by the Parties in connection with the contract dictates that the *Client* is the controller, and the *Contractor* is the processor of personal data processed by the *Contractor* under the contract the following apply:

- the *Client* is responsible for the compliance obligations imposed on a controller by the Data Protection Legislation in relation to that personal data,
- the *Contractor* is responsible for the compliance obligations imposed on a processor by the Data Protection Legislation in relation to that personal data; and
- The *Contractor* as soon as reasonably practicable after being required to do so by the *Client* enters into a data processing agreement with the *Client* on terms that are compliant with the Data Protection Legislation and otherwise in such form as the *Client* may reasonably require and the *Contractor* only processes that personal data in accordance with that data processing agreement and the written instructions of the *Client*.

Freedom of information Z12

Z12.1 The *Contractor* acknowledges that the *Client* is subject to the FOIA and the EIR. The *Contractor* assists and co-operates with the *Client* and ensures that its Subcontractors and agents do so to enable the *Client* to comply with the *Client's* Information disclosure requirements under the FOIA and the EIR.

Z12.2 The *Contractor* ensures that it and its Subcontractors

- transfer any Request for Information received to the *Client* as soon as practicable after its receipt and in any event within two working days,
- do not respond directly to any Requests for Information unless

- expressly authorised to do so by the *Client*;
 - provide the *Client* with a copy of all Information in their possession, power or control in the form that the *Client* requires within five working days (or such other period as the *Client* specifies) of the *Client* requesting that information and
 - provide all assistance the *Client* reasonably requests to enable the *Client* to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.
- Z12.3 The *Contractor* acknowledges that the *Client* is responsible for determining, at the *Client's* absolute discretion (having regard to the Codes of Practice)
- whether any information is exempt from disclosure under the FOIA,
 - in the case of a qualified exemption whether the public interest in disclosing the information is outweighed by the public interest in maintaining the exemption and
 - whether any information is to be disclosed in response to a Request for Information.
- Z12.4 If the *Contractor* considers that all or any Confidential Information provided to the *Client* under this contract is a "trade secret" under section 43(1) of FOIA, or a duty of confidentiality applies under section 41(1) of the FOIA, or is otherwise exempt from disclosure under the FOIA, the *Contractor* ensures that the relevant information and the claimed exemption is clearly identified as such to the *Client*. Despite such identification, the *Client* determines at its absolute discretion whether such Information and/or any other information is exempt from disclosure or is to be disclosed in response to a Request for Information.
- Z12.5 Where the *Client* receives a Request for Information relating to any Confidential Information, the *Client* (unless the *Client* has decided not to disclose that information either because the FOIA does not apply or because it is exempt from disclosure under the FOIA) where reasonably practicable
- notifies the *Contractor* of that Request for Information in accordance with Part VII of the Code of Practice issue by the Secretary of State under section 45 of the FOIA and
 - considers any representations made by *Contractor* before disclosing that Confidential Information under the FOIA.
- Z12.6 The *Contractor* acknowledges that the *Client* may, acting in accordance with the Code of Practice, be obliged under the Codes of Practice, the FOIA, or the EIR to disclose Information
- without consulting with the *Contractor* or
 - following consultation with the *Contractor* and having considered its views.
- Z12.7 If the *Client* decides to disclose any Confidential Information under the FOIA, the *Client* shall use all reasonable endeavours to notify the *Contractor* of this decision before making the disclosure.

	Z12.8	Where the <i>Contractor</i> holds information on behalf of the <i>Client</i> the <i>Contractor</i> ▪ has regard to the Codes of Practice issued under section 46 of the FOIA, ▪ complies with any practice recommendation issued to it under section 48 of the FOIA and ▪ complies with any retention and destruction of information policy which the <i>Client</i> notifies to the <i>Contractor</i>.
	Z12.9	The <i>Contractor</i> ▪ ensures that all Information produced under the contract or relating to the contract is retained for disclosure and ▪ permits the <i>Client</i> to inspect such information during normal working hours as the <i>Client</i> requires.
Contractor to comply with special requirements in relation to statutory bodies	Z13	
	Z13.1	The <i>Contractor</i> complies with the special requirements as set out in the Scope in relation to the organisations as set out in the Scope. Compliance with the special requirements does not relieve the <i>Contractor</i> of any of its other obligations and liabilities under the contract and compliance by the <i>Contractor</i> with its other obligations and liabilities under the contract does not relieve the <i>Contractor</i> of its responsibility to comply with the special requirements.
TUPE and pensions	Z14	
	Z14.1	The <i>Client</i> and the <i>Contractor</i> agree that where the identity of a contractor (including the Incumbent Contractor) of any service which constitutes or will constitute part of the <i>service</i> is changed as a result of entering into or pursuant to the contract (including upon termination of the contract) then the change constitutes a Relevant Transfer.
	Z14.2	The <i>Contractor</i> acknowledges and accepts that under the TUPE Regulations the contracts of employment of the Transferring Employees have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the TUPE Regulations) from the Transfer Date as if originally made between the Transferring Employees and the <i>Contractor</i> .
	Z14.3	In the event that the <i>Contractor</i> enters into any subcontracts in connection with the contract, it imposes obligations on its Subcontractors in the same terms as those imposed on it in relation to the TUPE Regulations and pensions in this contract and ensures that each Subcontractor complies with such terms. The <i>Contractor</i> indemnifies the <i>Client</i> and keeps the <i>Client</i> indemnified in full from and against all direct, indirect or consequential liability or Losses awarded against or incurred or paid by the <i>Client</i> as a result of any breach by the <i>Contractor</i> of this clause or in connection with any failure on the part of a Subcontractor to comply with such terms.

- Z14.4 The *Contractor* is responsible for all emoluments and outgoings in respect of all Relevant Employees employed by the *Contractor* or any Subcontractor, including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions, pension contributions and otherwise, which are attributable in whole or in part to the period after the *starting date* (including any bonuses, commission, premiums, subscriptions and any other prepayments which are payable before the *starting date* but which are attributable in whole or in part to the period after the *starting date*). The *Contractor* indemnifies and keeps the *Client* indemnified and harmless from and against all Losses and other liabilities which the *Client* may incur in respect of the same.
- Z14.5 The *Contractor* fully and accurately discloses to the *Client* (and ensures that any relevant Subcontractor fully and accurately discloses) any and all information in relation to all personnel engaged in Providing the Service and all information that the *Client* may reasonably request in relation to the Staff within two weeks of the *Client's* request. This includes
- a list of employees employed by the *Contractor*, or any Subcontractor,
 - a list of agency workers, agents and independent contractors engaged by the *Contractor*,
 - the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those personnel,
 - the age, gender, salary or other remuneration, date of continuous employment commenced and, if different, the commencement date, accrued holiday entitlement, pension details, location, retirement, enhancement rates, and any other factors affecting their redundancy and pension entitlements and any outstanding claims arising from employment of the Staff,
 - the terms and conditions of the employment/engagement of the Staff, their job titles and qualifications,
 - details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened and
 - details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- Z14.6 Where the *Contractor* provides information in relation to Staff and the *Contractor* or Subcontractor makes or becomes aware of any changes or discovers new information, the *Contractor* notifies the *Client* within one week of any such change or discovery.
- Z14.7 At the time of providing the information in relation to Staff, the *Contractor* warrants the completeness and accuracy of all such information. The *Contractor* authorises the *Client* to use any and all of that information provided to the *Client* as it considers necessary for the purposes of its business or for informing any tenderer for any services which are substantially the same as the *service* (or any part thereof).
- Z14.8 The *Client* may use the information in relation to Staff it receives from the *Contractor* for purposes related to the TUPE Regulations and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Service Period. The *Contractor* provides the Replacement Contractor with such assistance as it reasonably requests.

Z14.9 The *Contractor* indemnifies and keeps indemnified and holds the *Client* (and any Replacement Contractor) harmless from and against all Losses which the *Client* or any Replacement Contractor may suffer or incur as a result of or in connection with

- the information in relation to Relevant Employees provided by the *Contractor* in accordance with the contract,
- any claim or demand by any Relevant Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) in each and every case arising directly or indirectly from any act, fault or omission of the *Contractor* in respect of any Relevant Employee on or before the end of the Service Period,
- any failure by the *Contractor* to comply with its obligations under Regulation 13 or 14 of the TUPE Regulations or any award of compensation under Regulation 15 of the TUPE Regulations save where such failure arises from the failure of the *Client* or a Replacement Contractor to comply with its duties under Regulation 13 of the TUPE Regulations,
- any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Relevant Employees as defined under the TUPE Regulations arising from or connected with any failure by the *Contractor* to comply with any legal obligation to such trade union, body or person and
- any claim by any person who is transferred by the *Contractor* to the *Client* and/or a Replacement Contractor whose name is not included in the list of Relevant Employees as defined under the TUPE Regulations.

Z14.9A Where any claim or demand is made by a Relevant Employee against the *Contractor* in respect of any act or omission of an Incumbent Contractor (which the *Contractor* is liable for under the TUPE Regulations) and the Incumbent Contractor has undertaken in its contract with the *Client* to bear the risk of such claim or demand the *Client* shall use reasonable endeavours to procure that the Incumbent Contractor complies with that obligation and shall, to the extent that it can, pass the benefit of any recovery under that provision to the *Contractor*.

Z14.10 The *Contractor* complies with the Pension Act 2004, the Transfer of Employment (Pension Protection) Regulations 2005 and the Pensions Act 2008 in respect of Relevant Employees who are not Transferring Original Employees.

Z14.11 The *Contractor* ensures that, in accordance with the Pensions Direction, a Transferring Original Employee is granted

- pension rights that are broadly comparable to or better than those he/she has as an employee of the Incumbent Contractor or
- continued access to the Local Government Pension Scheme for those employees who at the Transfer Date are members of that pension scheme

and is granted terms and conditions of employment which allow the Transferring Original Employee to enforce the protection afforded under the Pensions Direction.

Z14.12 Terms in the contract relating to the TUPE Regulations and pensions apply during the Service Period and indefinitely thereafter.

Z14.13 The *Contractor* undertakes to the *Client* that, during the twelve (12) months prior to the end of the Service Period, the *Contractor* does not (and ensures that any Subcontractor does not) without the prior consent of the *Client* (such consent not to be unreasonably withheld or delayed).

- amend or vary (or purport or promise to amend or vary) the terms and conditions of the employment or engagement including for the avoidance of doubt pay of any Relevant Employees (other than where such amendment or variation has previously been agreed between the *Contractor* and the Relevant Employees in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the *service*),
- terminate or give notice to terminate the employment or engagement of any of the Relevant Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capacity),
- transfer away, remove, reduce or vary the involvement of any of the Relevant Employees from or in the Provision of the Services other than where such transfer or removal
 - was planned as part of the individual's career development,
 - takes place in the normal course of business and
 - shall not have any adverse impact upon the delivery of the *service* by the *Contractor*, provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the *service* and
- recruit or bring in any new or additional individuals to Provide the Service who were not already involved in Providing the Service prior to the relevant period.

Z14.14 The *Contractor* confirms that it shall comply fully with its obligations under the TUPE Regulations in respect of providing information to any subsequent contractor (including any Replacement Contractor). The *Contractor* warrants that any information provided in accordance with Regulation 11 of the TUPE Regulations is accurate and complete.

Z14.15 The *Contractor* indemnifies and keeps the *Client* and any Replacement Contractor indemnified in full from and against direct, indirect or consequential liability or Loss awarded against or incurred or paid by the *Client* or any Replacement Contractor as a result of or in connection with

- the employment or termination of employment of any Relevant Employee or employee of any Subcontractor during any period prior to and including the End Date and
- any claim brought against the *Client* or any Replacement Contractor as a result of the *Contractor's* failure to comply with any of its obligations under the TUPE Regulations and the contract.

Z14.16 Notwithstanding any provisions of the contract, for the purposes of terms in the contract relating to the TUPE Regulations and pensions and in accordance with the Contracts (Rights of Third Parties) Act 1999, the Parties accept that any Replacement Contractor is entitled to enforce the benefits conferred to it under the contract. If the Parties rescind the contract or vary it in accordance with the relevant provisions of the contract or terminate the contract, the consent of any Replacement Contractor is not required for such rescission, variation or termination.

End Date Z15

Z15.1 At the End Date, the *Contractor* transfers to the *Client* or Replacement Contractor, or such person as the *Service Manager* instructs, the benefit and burden of any subcontract, if

- the *Service Manager* notified the *Contractor* when it accepted a proposed Subcontractor that the *Client* may require that subcontract to be novated to the *Client* or Replacement Contractor at the End Date and
- the *Service Manager* instructs this.

The *Contractor* enters into any novation agreement the *Client* requires for this purpose and requires the Subcontractor also to do so.

Z15.2 The *Contractor*

- remains liable for any breach, act, fault or omission of the *Contractor* or a Subcontractor in relation to any subcontract before the End Date and
- warrants at the End Date to the *Client* for the benefit of the *Client*, and any person to which the benefit and burden of the subcontract is transferred, (except as the *Contractor* notifies the *Client* and any replacement to the *Contractor* in writing on or before the End Date) that
 - the *Contractor* has not given or received notice of any material breach or of termination of any subcontracts and
 - the *Contractor* is not in breach any subcontracts (other than any breach which is minor and capable of remedy without cost).

Best Value Z16

Z16.1 The *Contractor* throughout the Service Period but only to the extent of its obligations in the contract makes arrangements to secure a continuous improvement in the way the *Contractor* and its Subcontractors (if any) Provide the Service having regard to a combination of economy efficiency and effectiveness.

Z16.2 If the *Client* reasonably so requests the *Contractor* undertakes or refrains from undertaking any actions to enable the *Client* to comply with Best Value including

- supporting and assisting the *Client* in meeting Best Value in the way the *Contractor* Provides the Service and
- complying with requests from the *Client* for information, data or other assistance to achieve Best Value.

Modern slavery Z17

	Z17.1	The <i>Contractor</i> warrants that neither it nor any of its employees • have been convicted of any offence involving slavery or human trafficking or • have, to the best of the <i>Contractor's</i> knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
CDM Regulations	Z18	
	Z18.1	If the <i>Contractor</i> is named as the <i>principal designer</i> in respect of the <i>service</i> or part of the <i>service</i> , it • warrants that it has the skills, knowledge, experience and organisational capability to act as the principal designer under the CDM Regulations in a manner that secures the health and safety of any person affected by the <i>service</i> or part of the <i>service</i> and • performs all the functions and obligations required to be performed by the principal designer under the CDM Regulations.
	Z18.2	If the <i>Contractor</i> is named as the <i>principal contractor</i> in respect of the <i>service</i> or part of the <i>service</i> , it • warrants that it has the skills, knowledge, experience and organisational capability to act as the principal contractor under the CDM Regulations in a manner that secures the health and safety of any person affected by the <i>service</i> or part of the <i>service</i> and • performs all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.
	Z18.3	The <i>Contractor</i> advises and supports the <i>Client</i> to assist the <i>Client</i> in performing the duties imposed by the CDM Regulations as a "client" as defined in the regulations.
Recovery of sums due from the <i>Contractor</i>	Z19	
	Z19.1	Any amount recoverable from or payable by the <i>Contractor</i> may be deducted from any amount due to the <i>Contractor</i> under the contract or any other contract with the <i>Client</i> .
Lincolnshire County Council as Regulatory Authority	Z20	

Z20.1 Lincolnshire County Council as a regulatory authority and as *Client* under the contract are separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.

Where statutory consents must be obtained from Lincolnshire County Council in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees. Lincolnshire County Council's appointment of the *Contractor* and any instruction under the contract does not constitute statutory approval or consent.

An action by Lincolnshire County Council as a regulatory authority is not in its capacity as *Client* and is not a compensation event.

Malicious software Z21

Z20.1 The *Contractor* ensures anti-virus software is updated as frequently as is necessary in order to provide protection against the latest threats and deletes Malicious Software from the ICT Environment.

Z21.2 If Malicious Software is found, the Parties co-operate to reduce the effect of Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the *Client's* Personal Data or any other data provided by the *Client*, assist each other to mitigate any losses and to restore the *service* to its desired operating efficiency.

Any cost arising out of the actions of the Parties in this assistance is borne

- by the *Contractor* where the Malicious Software originates from the *Contractor's* software, third party software licenced to the *Contractor* or the *Contractor's* Personal Data or other data provided by the *Client* whilst all such *Client's* Personal Data and other data was under the control of the *Contractor*; and
- by the *Client* if the Malicious Software originates from the *Client's* software, third party software licenced to the *Client* or the *Client's* Personal Data whilst all such *Client's* Personal Data and other data was under the control of the *Client*.

**Local Government and Social Care
Ombudsman Z22**

Z22.1 The *Contractor* fully co-operates with any enquiry or investigation by the Local Government and Social Care Ombudsman or the *Client* which in any way concerns, affects or relates to the *service*. This includes providing access to

- the originals or copies of documents, letters, notes, minutes, records or any other information (whether held or stored electronically, in hard copy format or otherwise) which relate to the investigation,
- premises, Equipment (including IT hardware and software) or other assets used by the *Contractor* Providing the Service and
- the *Contractor's* Staff Providing the Service (including management or supervisory staff) who may be the subject of, or be named in any enquiry or investigation by, the Local Government and Social Care Ombudsman (including providing suitable facilities for interviewing the employees).

	Z22.2	The <i>Contractor</i> pays to the <i>Client</i> the whole or an appropriate part of any compensation paid or the value of any other benefit given by the <i>Client</i> to any person following a report or investigation by the Local Government and Social Care Ombudsman which clearly identifies the <i>Contractor</i> or any Subcontractor as being wholly or partly responsible for any maladministration or other failure and recommends compensation to be paid.
	Z22.3	If the <i>Contractor</i> disputes the amount of any compensation paid or the value of any benefit given by the <i>Client</i> , following a Local Government and Social Care Ombudsman report or investigation, the assessment of that amount or value is referred to the dispute resolution procedure in the contract.
Publicity and Branding	Z23	
	Z23.1	The <i>Contractor</i> does not • make any press announcements or publicise this contract in any way, without the approval of the <i>Client</i>. • use the <i>Client's</i> name or brand in any promotion or marketing or announcement of the contract without approval of the Client. The <i>Client</i> is entitled to publicise the contract in accordance with any legal obligation upon the <i>Client</i>, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
Financial Standing	Z24	
	Z24.1	The <i>Client</i> may terminate the <i>Contractor's</i> obligation to Provide the Service (which shall take effect as termination under reason R11) where in the reasonable opinion of the <i>Client</i> there is a material detrimental change in the financial standing and/or the credit rating of the <i>Contractor</i> which: • adversely impacts on the <i>Contractor's</i> ability to perform its obligations under this contract; or • could reasonably be expected to have an adverse impact on the <i>Contractor's</i> ability to perform its obligations under this contract.

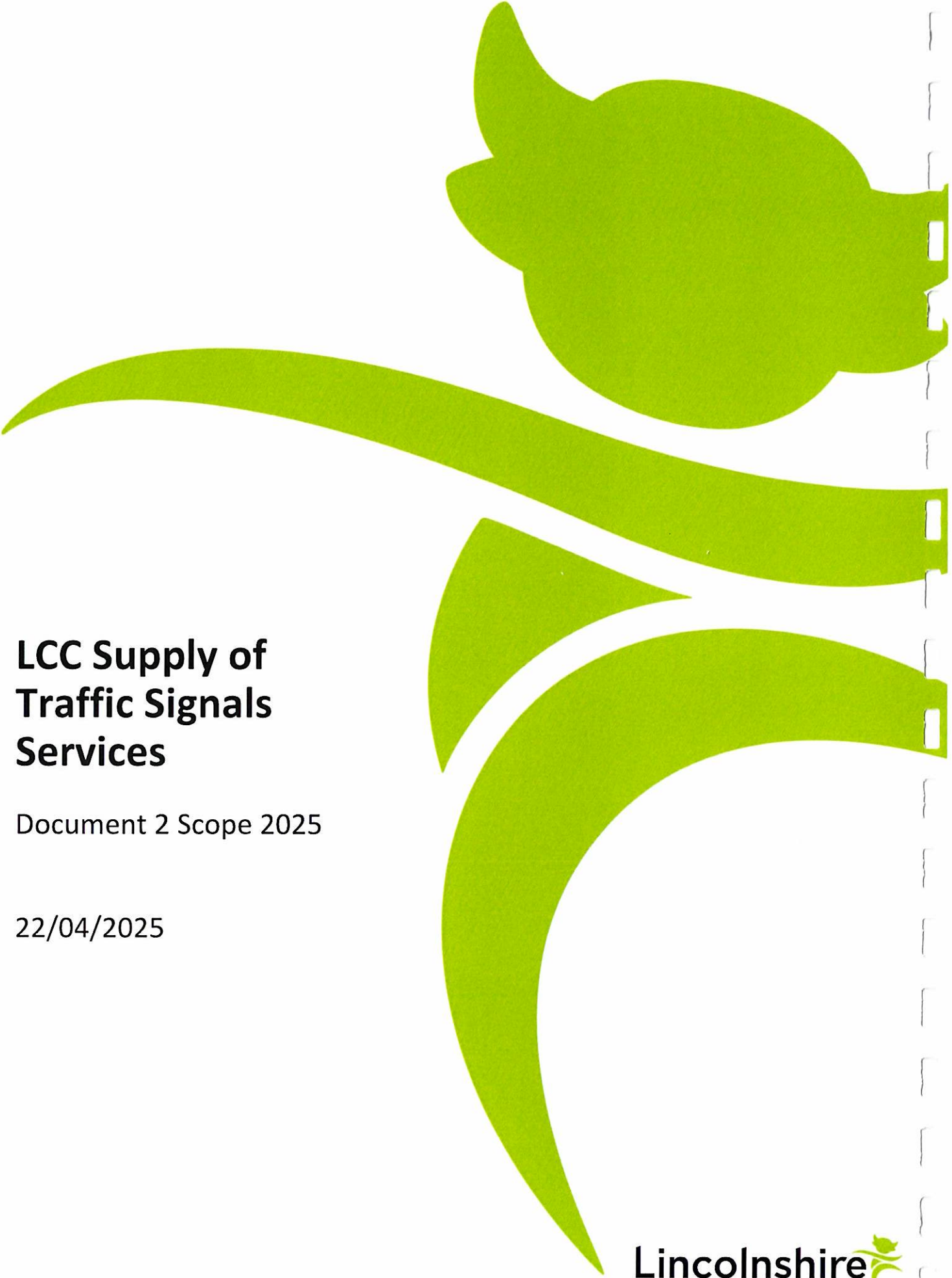
Fair Payment Z25.1 The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Service Manager*.

- Z25.2 The *Contractor* includes in the contract with each Subcontract.
- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
 - a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and
 - a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Contractor*.

**Details of people
entering the
Affected Property**

- Z26
- Z26.1 The Contractor submits to the Service Manager details of people who are to be employed by it and its Subcontractors in Providing the Service. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the Service Manager.
- Z26.2 The Service Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted to the Affected Property.
- Z26.3 Employees of the Contractor and its Subcontractors are to carry a Client's pass and comply with all conduct requirements from the Client whilst they are on the parts of the Affected Property identified in the Scope.
- Z26.4 The Contractor submits to the Service Manager for acceptance a list of the names of the people for whom passes are required. On acceptance, the Service Manager issues the passes to the Contractor. Each pass is returned to the Service Manager when the person no longer requires access to that part of the Affected Property or after the Service Manager has given notice that the person is not to be admitted to the Affected Property.
- Z26.5 The Contractor does not take photographs of the Affected Property or of work carried out in connection with the works unless it has obtained the acceptance of the Service Manager.
- Z26.6 The Contractor takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

SCHEDULE B – SCOPE



LCC Supply of Traffic Signals Services

Document 2 Scope 2025

22/04/2025

CONTENTS

CONTENTS ii

S 000	IDENTIFIED AND DEFINED TERMS	8
S 100	DESCRIPTION OF THE SERVICE	9
S 105	Description of the <i>service</i>	9
S 110	Overall objectives	9
S 200	GENERAL CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE SERVICE	10
S 201	Use of the Affected Property	10
S 205	General constraints	10
S 206	Permitted access routes to and from a Site	11
S 210	Not used	11
S 211	<i>Client's</i> and Other's policies	11
S 212	Complaints and customer care	12
S 213	Contract branding	12
S 215	Security and protection of Affected Property	12
S 220	Security and identification of people	13
S 225	Protection of Affected Property	13
S 226	Conservation areas	14
S 227	Permits and licences	14
S 230	Protection of the work on the Affected Property	14
S 245	Consideration of Others	14
S 250	Industrial relations	14
S 255	Control of <i>Contractor's</i> personnel	14
S 256	Staff competency and training	15
S 260	Cleanliness	15
S 265	Waste materials	15
S 270	Deleterious and hazardous materials	15
S 300	CONTRACTOR'S DESIGN	16
S 305	Design submission procedures	16
S 310	<i>Client's</i> requirements	16
S 400	CONTRACTOR'S PLANS	17
S 405	Plan requirements	17
S 406	<i>Client</i> documents to be used	17
S 410	Methodology statement	17
S 415	Work of the <i>Client</i> and Others	17
S 420	Information required	17
S 425	Revised plan	17

S 500	QUALITY MANAGEMENT	18
S 505	Samples	18
S 510	Quality Statement	18
S 515	Quality management system	18
S 600	AUDITS, TESTS AND INSPECTIONS	19
S 605	Tests and inspections	19
S 610	Management of tests and inspections	19
S 615	<i>Client's</i> audits	19
S 616	<i>Contractor's</i> own accreditation and internal audits	20
S 619	Mobilisation and demobilisation audits	20
S 620	<i>Service Manager's</i> procedures for inspections and watching tests	20
S 700	MANAGEMENT OF THE SERVICE	21
S 701	Delegation of powers	21
S 703	Meetings	21
S 705	Management team	21
S 710	Communications	21
S 711	Dispute management	21
S 712	<i>Client's</i> ICT systems	21
S 713	<i>Contractor's</i> ICT systems	23
S 715	Payment provisions	24
S 716	Forecasts	24
S 717	Performance management	24
S 718	Not used	24
S 719	Refresh Procedure	24
S 720	Defects Correction period	25
S 800	WORKING WITH THE CLIENT AND OTHERS	26
S 801	Working with Others	26
S 802	Working with Others – adjacent highway authorities	26
S 803	Working with Others – other contractors	26
S 805	Sharing the Affected Property with the <i>Client</i> and Others	26
S 810	Co-operation	27
S 810	Co-ordination	27
S 820	Authorities and utilities service providers	27
S 900	SERVICES AND OTHER THINGS TO BE PROVIDED	28
S 901	Office accommodation, depot and storage areas	28
S 905	Services and other things for the use of the <i>Client</i> , <i>Service Manager</i> or Others to be provided by the <i>Contractor</i>	28
S 910	Services and other things to be provided by the <i>Client</i>	28
S 915	Access to information at the end of the Service Period	28
S 920	Equipment provided by the <i>Client</i>	28

S 1000	HEALTH AND SAFETY	29
S 1001	Incident and claim notification	29
S 1002	Near miss reporting	29
S 1005	Health and safety requirements	29
S 1010	Method statements and risk assessments	29
S 1015	Legal requirements	29
S 1020	Health and safety inspections	29
S 1025	As –Built Drawings	30
S 1100	SUBCONTRACTING	32
S 1105	Restrictions or requirements for subcontracting	32
S 1110	Acceptance procedures	32
S 1300	ACCOUNTS AND RECORDS	33
S 1305	Additional records	33
S 1400	ULTIMATE HOLDING COMPANY GUARANTEE (Option X4)	34
S 1600	WORK CALL OFF ARRANGEMENTS	35
S 1700	TASK ORDER	36
SI 1705	Programme arrangement	36
SI 1710	Methodology statement	36
SI 1715	Work of the <i>Client</i> and Others	36
S 1800	CLIENT'S SERVICE SPECIFICATION AND DRAWINGS	37
S 1805	<i>Client's</i> service specification	37
S 1810	Drawings	37
SCHEDULE 1	– DESCRIPTION OF THE SERVICE	38
General Background Information		43
Description of the County of Lincolnshire	43	
Organisational Context and Operational Structure		44
Political Structure	44	
Place Directorate Structure	44	
Highways Management in Lincolnshire	44	
Teams	44	
Client and Contract Management	46	
Plans, Policies and Strategies		48
Lincolnshire County Council Business Plan	48	
Service Plans	48	
Local Transport Plan 5	48	
Highways Asset Management Plans & Policies	48	
Highway Asset Management	49	

A - Structure Charts	51
SCHEDULE 2 – AREA NETWORK INFORMATION	53
LCC Network Hierarchy	56
Carriageway Hierarchy	57
Footway Hierarchy	60
Cycle Hierarchy	62
SCHEDULE 3 – PREMISES TO BE PROVIDED BY THE CLIENT	74
SCHEDULE 4 – CLIENT'S OBJECTIVES FOR THE SERVICE	77
SCHEDULE 5 – LIMITATIONS ON ACCESS TO THE AREA NETWORK	80
SCHEDULE 6 – CLIENT'S AND OTHER'S POLICIES	83
SCHEDULE 7 – STAFF COMPETENCY AND TRAINING	85
SCHEDULE 8 – CLIENT'S MANAGEMENT PROCEDURES	92
A - Management of the Service	89
A1 - Management Team	89
A2 - Communication Procedures	98
A3 - Meetings	99
A4 - Delegation of Powers – Service Manager	102
A5 - Delegation of Powers – Contractor	111
B – Scheme management	113
B1 - Scheme's management procedures	113
C – Financial management	114
C1 - Financial forecasting	114
C2 - Payment provisions	114
D - Contract Performance Management	115
Alliance working	115
Performance Measurement	118
Alliance Performance	122
Client Performance	123
Contractor Performance Indicators	124
Highway Works	124
Traffic Signals	126
Professional Services	128
E – Health and safety	130
E1 - Method statements	130
F – Accounts and records	131

F1 - Accounts and records	131
G - Task Orders	134
G1 - Work call off arrangements	134
G2 - Works Order programme	136
G3 - Works Order methodology statements	136
SCHEDULE 9 – CONTRACTOR'S PLANS	137
SCHEDULE 10 – SERVICES AND OTHER THINGS TO BE PROVIDED	141
SCHEDULE 11 – FORM OF ULTIMATE HOLDING COMPANY GUARANTEE	142
SCHEDULE 12 – PERFORMANCE MEASURES ASSESSMENT METHODOLOGY	151
Alliance Performance Indicators	151
Indicator Reference: Alliance KPI 1	151
Indicator Reference: Alliance KPI 2	154
Indicator Reference: Alliance KPI 3	156
Indicator Reference: Alliance KPI 4	159
Indicator Reference: Alliance KPI 5	162
Indicator Reference: Alliance KPI 6	164
Indicator Reference: Alliance KPI 7	167
Indicator Reference: Alliance KPI 8	169
Indicator Reference: Alliance KPI 9	171
Client Performance Indicators	176
Indicator Reference: Client PI 1	176
Indicator Reference: Client PI 2	178
Indicator Reference: Client PI 3	181
Indicator Reference: Client PI 4	184
Indicator Reference: Client PI 5	186
Indicator Reference: Client PI 6	189
Indicator Reference: Client PI 7	192
Indicator Reference: Client PI 8	195
Indicator Reference: Client PI 9	197
Indicator Reference: Client PI 10	199
Traffic Signals Term Contract Performance Indicators	202
Indicator Reference: TSTC PI 1	202
Indicator Reference: TSTC PI 2	204
Indicator Reference: TSTC PI 3	206
Indicator Reference: TSTC PI 4	208
Indicator Reference: TSTC PI 5	210

Indicator Reference: TSTC PI 6	212
Indicator Reference: TSTC PI 7	215
Indicator Reference: TSTC PI 8	217
Indicator Reference: TSTC PI 9	219
Indicator Reference: TSTC PI 10	222

SCHEDULE 13 – THE *CONTRACTOR*'S SCOPE IS THE RESPONSE FROM TENDERED QUALITY QUESTIONS

224

SCOPE

S 000 IDENTIFIED AND DEFINED TERMS

In this document the terms identified have the following meanings:

Area Network is detailed in schedule 2.

Client's Premises comprise offices, depots and storage areas and are detailed in schedule 3.

Site is an area of the Area Network, which the *Contractor* has occupied in order to deliver the *service*.

Service Budget is the annual budget which the *Client* has allocated to cover payments to the *Contractor* for delivering the *service* for the year.

The *Contractor's* plans are the plans to be produced by the *Contractor* as required by S 400.

The Quality Statement is the document produced by the *Contractor* in response to the Instructions for Tenderers as part of their tender submission.

A Public Sector Body is any organisation defined as a public body by the Office of National Statistics (ONS) by reference to the European System of Accounts 1995 in accordance with EU requirements (or UK equivalent).

Financial Year is the *Client's* accounting period starting on the 1st April and ending on the 31st March.

S 100 **DESCRIPTION OF THE *SERVICE***

S 105 **Description of the *service***

A detailed description of the *service* is contained in schedule 1.

S 110 **Overall objectives**

The *Client's* objectives for the *service* are described in schedule 4.

S 200 GENERAL CONSTRAINTS ON HOW THE *CONTRACTOR* PROVIDES THE *SERVICE*

S 201 Use of the Affected Property

Area Network

The Area Network is described in schedule 2.

The *Client* provides access to the Area Network to the *Contractor*, as necessary to Provide the Service, subject to any limitations set out in schedule 5.

Adjoining or related property

The *Client* provides access to adjoining or related property, as necessary for the *Contractor* to Provide the Service, subject to the limitations and constraints detailed in schedule 5 or the Task Order.

S 205 General constraints

Without prejudice to any other constraints detailed within the Contract Data, Scope and Lincolnshire County Council Traffic Signals Specification. The *Contractor* complies with the following general constraints while Providing the Service.

Traffic Safety and Management

Constraints detailed in Lincolnshire County Council Traffic Signals Specification Clause 4046.

Information Boards

The information boards shall comply with Standard Drawings SD/1/23, SD/1/24 and SD/1/25 and be provided for all Task Order activities

For all sites requiring a permit, a permit board will be erected as required within the Lincolnshire Highway Permit Scheme to Standard Drawing SD/1/24.

Temporary Diversion for Traffic

Constraints detailed in Lincolnshire County Council Traffic Signals Specification Clause 4046

Progress Photographs

Constraints detailed in Lincolnshire County Council Traffic Signals Specification Clause 4040

Permitting

Detailed in Lincolnshire Permit Scheme, see Schedule 6.

Contractors Office, Client Establishments

Constraints detailed in Lincolnshire County Council Traffic Signals Specification Clause 4014

Noise and vibration

Constraints detailed in Lincolnshire County Council Traffic Signals Specification Clause 4044.

Working hours

Constraints detailed in the Lincolnshire County Council Traffic Signals Specification Clause 4020, contract documents and Price List.

Vehicle Operator Licences

It is the responsibility of the Contractor to obtain and manage Operator Licences (O Licences) relating to the service.

Storage of fuel and chemicals

The *Contractor* provides suitable facilities for the storage of fuel and chemicals to prevent unauthorised access and spillages during their storage and transfer. The facilities will include suitable measures to contain any spillages. The *Contractor* provides suitable Materials, Equipment and trained personnel to clean up any spillages of the fuel and chemicals being stored.

Pollution, ecological or environmental impacts

The *Contractor* complies with statutory requirements in Providing the Service.

S 206 Permitted access routes to and from a Site

All traffic accessing a Site is to be routed via the A or B Class highway network to the closest point to the site's access, keeping the distance travelled on lower standard highways to a minimum, unless otherwise agreed with the Service Manager.

The *Contractor* will take reasonable measures to prevent damage to the Area Network and any adjoining or related property resulting from vehicles accessing a Site to perform the *service*. Where damage does occur, the *Contractor* will reinstate the Area Network and any adjoining or related property to its pre-works condition on completion of performing the *service*.

S 210 Not used

S 211 Client's and Other's policies

The *Contractor* complies with the *Client's* and Others' policies as set out in schedule 6.

S 212 Complaints and customer care

The *Contractor* deals with any complaints received from whatever source in a prompt, courteous and efficient manner and in accordance with the *Client's* service standards for complaints as set out in the Scope.

The *Contractor* keeps a record of all complaints received and of the action taken in relation to such complaints. This record is kept available for inspection by the *Service Manager* at all reasonable times. The *Contractor* notifies the *Service Manager* of all complaints received and of all steps taken in response to them.

The *Contractor* complies with the *Client's* policy on handling complaints and customer care, as set out in schedule 6.

S 213 Contract branding

All vehicles used by the *Contractor* for maintenance activities shall display Lincolnshire County Council branding.

These vehicles shall be free from markings identifying any company except Lincolnshire County Council and the logo used shall be in accordance with the current LCC Brand Guidelines and approved by the LCC Digital Engagement Team (digital@lincolnshire.gov.uk).

S 215 Security and protection of Affected Property

Refer to S 225.

S 220 Security and identification of people

The *Contractor* discloses to the *Service Manager* the names, addresses and sufficient information, including any applicable criminal convictions of which the *Contractor* is aware, about an employee, or any Subcontractor to enable appropriate checks to be made on a person before they are involved in Providing the Service. The *Contractor* discloses to the *Service Manager* any applicable criminal convictions of an employee, or Subcontractor used in Providing the Service of which the *Contractor* becomes aware during the Service Period.

If the nature of the *service* means that any employee of the *Contractor* or Subcontractor are exempt from Section 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 the *Contractor* ensures that that employee or Subcontractor provide information in accordance with the Act and (Exception) Order about any convictions which would otherwise be deemed to be spent.

The *Service Manager* may require any employee or Subcontractor who has any current criminal convictions or are exempt from Section 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 to be removed from the Affected Property or any other Premises owned or occupied by the *Client*.

The *Contractor* ensures that all employees involved in Providing the Service within the United Kingdom are eligible to work in the United Kingdom.

The *Contractor* undertakes appropriate checks to confirm the identity of their employees.

The *Service Manager* may require the *Contractor* to confirm that these checks have been completed prior to the *Service Manager* giving an employee access to either their physical assets or their IT systems.

S 225 Protection of Affected Property**Sites**

The *Contractor* implements appropriate measures at Sites to prevent unauthorised access to the Area Network when undertaking the *service*. The *Contractor* provides suitable measures to protect against any hazards resulting from the works to prevent injury or damage.

The *Contractor* takes suitable measures to ensure any parts of the Area Network not affected by the works are not harmed or damaged by *Contractor* or a Subcontractor.

Parts of the Area Network comprise or are adjacent to scheduled ancient monuments, sites of special scientific Interest, sites of outstanding natural beauty and other designations, as detailed in schedule 2. Additional constraints apply when performing the *service* in these parts of the Network Area, as detailed in schedule 2. The *Contractor* will not undertake invasive works upon these parts of the Area Network, unless instructed to do so in a Task Order. The *Contractor* will comply with the special requirements detailed in the Task Order.

The *Contractor* will submit details of their proposals including any protection measures to the *Service Manager* for acceptance if the *Contractor* in Providing the Service intends to use Equipment that is heavier than the designed service loads for the carriageway and structures.

S 226 Conservation areas

The *Contractor* complies with the *Client's* policy for working in conservation areas in Providing the Service, as detailed in schedule 6. The current conservation areas are detailed in schedule 2. The *Contractor* will comply with the special requirements detailed in the Task Order.

S 227 Permits and licences

The *Contractor* obtains all necessary permits and licences required through legal obligation or through their own health and safety process to enable the *service* to be undertaken.

S 230 Protection of the work on the Affected Property

Refer to S 225.

S 245 Consideration of Others

Refer to S 800.

S 250 Industrial relations

The *Contractor* complies with the *Client's* and Others' policies on industrial relations as set out in schedule 6.

S 255 Control of *Contractor's* personnel

The *Contractor's* personnel Provide the Service with consideration to the needs of all users of the highway and adjoining property. Special attention will be given to the needs of those individuals or groups facing greater social or economic barriers

The *Contractor's* personnel carry out the *service* in a respectable and safe standard of dress. Lewd or derogatory behaviour and language will not be tolerated under threat of severe disciplinary action. Pride in the management and appearance of the Area Network and the surrounding environment will be shown at all times.

The *Contractor* complies with the *Client's* policy on Drugs and Alcohol, as set out in schedule 6.

S 256 Staff competency and training

The *Contractor* ensures that all staff employed in Providing the Service meet the minimum competency requirements for their role included in schedule 7.

The *Contractor* maintains records to demonstrate that all staff employed in Providing the Service are competent persons for the role that they are undertaking either through qualification, knowledge or prior experience, and maintain their competence through appropriate training and development. The *Contractor* holds these records so they are available for inspection by the *Service Manager*.

These records will include copies of all relevant qualifications or certificates held by staff employed to deliver the *service*, in compliance with this clause.

The *Contractor* complies with the *Client's* requirements for staff training, including joint training initiatives, detailed in schedule 7.

S 260 Cleanliness

The *Contractor* maintains the area where they are working in a clean and tidy condition.

The *Contractor* maintains all vehicles used in Providing the Service in a clean and smart condition.

The *Contractor* takes suitable measures to ensure the Area Network is kept free of mud and other debris from the *Contractor's* vehicles in order to keep the Area Network clean and safe for other users. The *Contractor* will take suitable measures to clean the affected Area Network to ensure the safety of users, in the event of mud or other debris being deposited on the Area Network by the *Contractor's* vehicles.

S 265 Waste materials

The *Contractor* will deal with waste materials in accordance with the Lincolnshire County Council Traffic Signals Specification as referenced in S 1805.

S 270 Deleterious and hazardous materials

The *Contractor* will deal with waste materials in accordance with the Lincolnshire County Council Traffic Signals Specification.

S 300 CONTRACTOR'S DESIGN

S 305 Design submission procedures

The design submission procedures will be in accordance with the *Client's* procedures for the management of schemes detailed in schedule 8.

S 310 *Client's* requirements

The *Contractor* will be required to undertake the design of the following parts of the *service*:

- Traffic Management
- Electrical Design

Or when required by the Task Order:

- Parts of the *service* not listed above.

The *Contractor* completes any design work in accordance with the *Client's* requirements as detailed in the Lincolnshire County Council Traffic Signals Specification or in the Task Order.

Where the *Contractor* is not required to undertake the design, the *Contractor* assists in the design development process. This may include advice, for example, on matters relating to the design components of the *service*, buildability, materials, construction techniques, programme, cost and risk. The aim of the advice is to reduce health & safety risks, promote sustainability, value engineering, option selection, managing risk, time and cost management. This advice will be provided in line with the *Client's* procedures for the management of schemes detailed in schedule 8.

S 400 CONTRACTOR'S PLANS

S 405 Plan requirements

The *Contractor* prepares the *Contractor's* plans in accordance with the requirements in schedule 9.

S 406 *Client* documents to be used

The *Contractor* prepares the *Contractor's* plans based on the data supplied in the latest versions of the *Client's* documents included in schedule 9.

S 410 Methodology statement

The *Contractor* prepares methodology statements for the delivery of the *service* as required in schedule 8.

S 415 Work of the *Client* and Others

The *Contractor* details in the *Contractor's* plans how works will be managed to avoid conflicts with the *Client* and Others working on the Affected Property as detailed in S 800.

S 420 Information required

Information to be provided as part of the *Contractor's* plans is detailed in schedule 9.

S 425 Revised plan

The *Contractor* updates the *Contractor's* plans required as detailed in schedule 9.

In the event of changes to the Service Budget within the financial year, the *Contractor* works with the *Service Manager* to mitigate any negative impact on the level of *service*, due to the change in Service Budget. The *Contractor* revises the *Contractor's* plans to reflect the agreed changes.

In the event of the *Service Manager* instructing a change to the Scope, the *Contractor* revises the *Contractor's* plans to reflect the change.

All plans will have a unique reference number and a system of recording revisions which includes a brief description of the changes.

S 500 QUALITY MANAGEMENT

S 505 Samples

The *Contractor* provides samples when requested by the *Service Manager* and as stated in the Lincolnshire County Council Specification for Traffic Signals Clause 4080.

S 510 Quality Statement

The Quality Statement is the quality plan which the *Contractor* is required to prepare in accordance with the Invitation to Tender and the Conditions of Contract.

S 515 Quality management system

The *Contractor* shall operate an externally audited quality management system certified to the principles set out in the current version of BS EN ISO 9001.

The *Contractor* allows the *Client* to inspect, check and audit its quality system at any time during the works period during normal office hours on reasonable prior notification.

The *Contractor* allows the *Service Manager* access at any time while the *Contractor* is Providing the Service to premises owned or occupied by the *Contractor* to examine, test or check any properties, Equipment, documentation or anything else used in Providing the Service.

The *Contractor* gives all reasonable assistance the *Service Manager* requires in carrying out quality assurance monitoring. The *Contractor* co-operates with the *Service Manager* and permits it to test, take measurements, samples and photographs of any premises, Equipment or Plant and Materials used or proposed to be used in Providing the Service.

In addition, the *Contractor* operates a quality management system for Providing the Service in accordance with Lincolnshire County Council Traffic Signals Specification as referenced in S 1805.

S 600 AUDITS, TESTS AND INSPECTIONS

S 605 Tests and inspections

The *Contractor* undertakes testing and inspections as defined in a Task Order

S 610 Management of tests and inspections

Tests and Inspections will be managed to ensure compliance with test and inspections as defined in the Task Order and completed in a time which does not delay completion.

S 615 *Client's* audits

The *Contractor* provides all facilities and allows the *Client*, the *Client's* auditors, or anyone with a statutory or other legal right to inspect or audit the *Client* full access to conduct any audit investigation of the contract. This includes access to

- all premises owned or occupied by the *Contractor*,
- all documents in the possession, custody or control of the *Contractor* used in Providing the Service,
- any other information (whether held or stored electronically, in hard copy format or otherwise) relating to audit,
- all technology, resources, systems and procedures used or to be used in Providing the Service and
- the *Contractor's* employees, Subcontractors, the Subcontractors' employees and key persons who are Providing the Service (including providing suitable facilities for interviewing them).

Throughout the contract period and the 6 years following the End Date

- the *Contractor* gives the *Service Manager* or any member of the *Client's* internal audit team or external auditors immediate access to, permission to copy and remove any copies of, and if the *Client* reasonably instructs, permission to remove the originals, of
 - any books, records and information in the possession or under the control of the *Contractor* or any Subcontractor which in any way relate to the *service* or
 - any such data and any such information stored on the *Contractor's* or a Subcontractor's computer system and
- the *Contractor* does not and ensures that its Subcontractors do not destroy any such books, records or information without the approval of the *Service Manager*.

The *Client* normally provides 7 days' notice of such audits to the *Contractor*; however, the *Client* reserves the right to undertake unannounced audits. *Client's* audits are additional to and do not in any way supersede the requirement for *Contractor's* audits.

Where there is data identified within Contract Data Part Two as *commercially sensitive information*, the *Client* will treat it as such by not disclosing it to Others; and Subcontractors or suppliers to the *Contractor*.

S 616 Contractor's own accreditation and internal audits

All accreditation certificates are submitted to the *Service Manager* within one month of receipt. Reports and results from both internal and external accreditation audits will be shared with the *Service Manager* within one month of receipt.

If accreditation to a prescribed accreditation body is rescinded or a major non-conformance is identified in an audit, the *Contractor* notifies the *Service Manager* within one week of notification. The *Contractor* also provides details of the proposed remedial action plan to address the issues raised in the audit or to re-attain accreditation to a prescribed accreditation body and agrees a programme with the *Service Manager* for the remedial actions

S 619 Mobilisation and demobilisation audits

A mobilisation audit is conducted by the *Contractor* at least six weeks prior to the *starting date* to ensure compliance with the mobilisation plan and to confirm all necessary systems and resources will be in place at the *starting date*. This audit is undertaken by a team independent to the *Contractor's* project staff.

The scope of the mobilisation audit includes compliance with contract requirements and progress in setting up systems and processes for the management of the contract. A report recording the audit findings will be prepared and issued to the *Service Manager* within 5 working days of the completion of the audit. The *Contractor* will take appropriate corrective actions prior to the *starting date* to address issues raised in the audit.

The *Contractor* undertakes a demobilisation audit six months prior to the end of the Service Period. This audit will ensure compliance with the demobilisation plan and that all documents, files, Equipment and any other items required to be handed over to the *Client* or new service provider at the end of the Service Period, should be ready for handover.

The demobilisation audit will be undertaken by a team independent to the *Contractor's* project staff. A report recording the audit findings will be prepared and issued to the *Service Manager* within 5 working days of the completion of the audit. The *Contractor* will take appropriate corrective actions prior to the end of the Service Period to address issues raised in the audit. If non-compliances are identified in the demobilisation audit, the *Service Manager* may request that a further demobilisation audit is undertaken by the *Contractor*.

S 620 Service Manager's procedures for inspections and watching tests

The *Service Manager* advises the *Contractor* of any *Contractor* audits, tests and inspection that they or their representative intends to witness. The *Contractor* takes measures to facilitate any such request.

S 700 MANAGEMENT OF THE SERVICE

S 701 Delegation of powers

The actions that the *Service Manager* has delegated to the *Service Manager's* staff are set out in the table "Delegation of Powers – Service Manager" in schedule 8.

S 703 Meetings

The planned meetings for which the *Contractor* is expected to provide suitable attendees are detailed in schedule 8.

The *Contractor* will be expected to support the *Client* with suitable attendees at ad-hoc meetings related to the provision of the *service*, when instructed by the *Service Manager*. The *Contractor* will also provide relevant documentation and other information to support any ad hoc meetings when requested by the *Service Manager*.

S 705 Management team

The proposed management structure for the *contract* including the *Client's* management structure is detailed in schedule 8.

The *Client's* management structure may change during the Service Period; the *Service Manager* advises the *Contractor* of any proposed changes. The *Contractor* advises the *Service Manager* in advance of any changes to the *Contractor's* management structure. Any changes to the *Client's* or *Contractor's* key people, as included in Contract Data Part One and Two, shall be undertaken in accordance with the contract.

S 710 Communications

The *Contractor* follows the communication procedures detailed in schedule 8.

S 711 Dispute management

The *Client* expects the Parties to take a collaborative attitude in resolving disputes to minimise abortive time and costs being incurred by all.

In the first instance, the *Client's* preference is that the Parties follow the informal dispute resolution hierarchy as detailed in schedule 8.

Any informal dispute resolution methods included in the dispute resolution hierarchy do not affect either Parties' right to use the dispute resolution methods detailed in the contract.

S 712 *Client's* ICT systems

Imtrac

The Contractor will be required to operate and integrate the Imtrac Traffic Signals Fault Management System as described in the Lincolnshire County Council Specification for Traffic Signals Works Clause 4024.

Confirm

The *Client* uses the enterprise asset management software known as Confirm (created by Brightly). The successful *Contractor* will be required to operate with this system.

The *Client* will provide 5 Confirm Host, 5 Confirm Connect and 1 Confirm Workzone licences free of charge to the *Contractor* to deliver the *service*. Additional licences can be purchased from the *Client* by request and will be subject to the overarching *Client* agreement with Brightly.

The *Client*'s Confirm system is accessed via an internet connection as a Citrix published application. It is expected that the *Contractor* will provide suitable connections to the internet with suitable bandwidth and maintain appropriate local connectivity software (currently Citrix Receiver) to permit working on this service.

The *Contractor* commits to using Confirm for the delivery of the *service*. This includes:

- provide for Orders/early warnings/compensation events/tracking/completion, streetworks/permits compliance and invoicing processing, budget and account management;
- Updating fault and service requests by providing real time information along with images data and photographs (Including before and after photographs as specified in the Lincolnshire County Council Traffic Signals Specification) for customers via the Highways Web Portal.
- maintain complete and up-to-date records to assist with third party claims process and ensure data is accessible by the *Client* for 21 years post the service date including post contract end which may include data transfer to the *Client*;
- provide GIS capability to track and locate services, vehicles, and projects;
- maintain secure full records of the work undertaken by the *Contractor* to provide the service with asset, inventory and condition data. Including issuing the *Client* with data required for future BIM implementation.
- data and systems of the solutions "technology stack" and operation must comply with security protocols in which the *Client* operates including the new General Data Protection Regulations May 2018 including holding a valid PSN Compliance Certificate;
- work with the *Client* to produce an integrated system that can be accessed through the *Client*'s website to provide a seamless service to the customer;
- *Contractor* will have permission to update asset attributes and complete condition surveys where appropriate.
- The *Contractor* will adopt the contract management processes contained within the Highways Works Ordering End to End Process document identified in Schedule 8 and commit to ongoing process review and improvement throughout the life of the contract.

- The *Contractor* shall implement prior to the starting date, a system to deal with the *Client's* requirements to have a totally electronic Ordering process within Confirm.

S 713 *Contractor's* ICT systems

In addition to the requirements in S 712, the *Contractor* implements and maintains an ICT system or systems in connection with the provision of the *service* that is, or are, compatible with, and input relevant information records into, the *Client's* ICT system or systems for:

- monitoring the progress and cost of the *service* and progress against the relevant Annual Plan,
- maintaining up to date records of the state and condition of the Area Network, and
- the storage of all reports and records produced in relation to the performance of the *service*.

All information stored on ICT systems maintained by the *Contractor* in connection with Providing the Service is in a format that can be accessed by the *Client* and is capable of being transferred to the *Client* or a third Party at the expiry or earlier termination of this contract. The *Contractor* ensures that all necessary licences are in place in relation to software provided by the *Contractor* under this contract to enable the *Client* to continue to operate any ICT system or systems utilising such software without infringing any copyright or Third Party rights.

The *Contractor* provides the *Client* with access to the *Contractor's* ICT systems and ensures the compatibility of its ICT systems with the *Client's* ICT systems. The *Contractor* grants, or procures the grant of, licences to enable the *Client* to access and use the ICT systems developed, procured or otherwise provided from time to time by the *Contractor* in Providing the Service.

The *Contractor* complies with the *Client's* ICT policies (as the same may be updated from time to time), including but not limited to information security policies and procedures in respect of communications, access controls and the safeguarding of any information and data relating to the *Client's* business.

The *Contractor* stores information and data which relates to the *Client* and the *service* only as necessary for the *Contractor* to Provide the Service where the *Contractor*:

- stores any such information and data it takes responsibility for preserving the integrity of such information and data and prevents its corruption or loss, and

- backs up any such information and data on a secure system which complies with the *Client's* ICT policies (as the same may be updated from time to time).

The *Contractor* gives appropriate training to its people and, where relevant, any Subcontractors so that when they are Providing the Service they have knowledge of and are competent to use the ICT systems maintained by the *Contractor* and or the *Client* (as the case may be).

The Parties may enter into appropriate service level agreements in respect of their respective ICT systems (hardware and or software) during the *Contractor's* mobilisation period and prior to the *starting date*.

S 715 Payment provisions

The *Contractor* will comply with the *Client's* requirements for the assessment, certification, invoicing and payment of the works detailed in schedule 8.

S 716 Forecasts

The *Contractor* will provide financial forecasts for the *Client* for the provision of the *service* as detailed in schedule 8.

S 717 Performance management

The *Contractor* will monitor, record and report its performance in Providing the Service against the contract performance measures (CPM) requirements detailed in schedule 8. The *Contractor's* will maintain sufficient performance records to allow all performance reporting and CPM scores to be fully audited. These records will be available for inspection and audit by the *Service Manager*. The *Service Manager* will instruct the *Contractor* to amend the performance reporting if the records do not substantiate the *Contractor's* performance reporting or CPMs scores.

S 718 Not used

S 719 Refresh Procedure

The Parties shall carry out a review of the contract during year three (3), and timescales thereafter as defined in Schedule 8, for the purposes of:

ensuring the Parties remains focused on delivering the Client Objectives for the Service;

providing an opportunity to complete a thorough review of the arrangements in their entirety; and

deciding on potential extension of the contract in line with Schedule 8

On or before 1st April in each year identified in schedule 8, the Parties shall address the following aspects of the contract by:

looking back:

- (a) doing a root and branch review of the *services*, including performance data and benchmarking;
- (b) reviewing the processes and systems used;
- (c) identifying the areas in which the contract has not worked well;
- (d) collecting customer and community feedback on service levels and Client Objectives for the Service.

looking forward:

- (a) engaging with elected members to review the Client Objectives for the Service required;
- (b) identifying the available budgets and setting new services levels (where applicable);
- (c) engaging with customers to agree where priorities are;
- (d) reviewing who does what and redesigning the contract;
- (e) any necessary contract changes;
- (f) setting new targets and agreeing where any investments should be made to develop the *services* and the Parties;
- (g) implementing mutually agreed improvements in the areas where the contract has not worked well.

The aspects identified in this section shall be reported and escalated on or before 1st July in each refresh year to the Alliance Strategic Board for consideration.

S 720 Defects Correction period

The *defects correction period* is

Category of Defect	<i>Defect correction period</i>
Emergency Defects	attend and make safe within 2 hours, correct within 24 hours
Non-Emergency Defects	attend and make safe within 12 Contract hours, correct within 32 Contract hours

S 800 WORKING WITH THE *CLIENT* AND OTHERS

S 801 Working with Others

This clause is written for Others (third parties) not specifically dealt with by later clauses. Examples of Others dealt with under this clause are:

- Network users – drivers, cyclists, pedestrians, horse riders, bus companies, haulage companies;
- Adjacent property owners / occupiers – residents, businesses;
- Interest groups – business representation groups, special interest groups, action groups, parish councils, district councils, MPs, MEPs etc.

The *Contractor* in Providing the Service complies with the *Client's* policies on working with Others. The *Contractor* undertakes all the tasks identified to be undertaken by the *Contractor* and assists the *Client* in completing any task identified for completion by the *Client*, such as but not limited to the provision of information and data, and attending meetings.

S 802 Working with Others – adjacent highway authorities

The *Client* shares administrative borders with a number of other highway authorities. The *Contractor* liaises and works with these authorities in Providing the Service to minimise the disruption to the Area Network, the neighbouring highway authority's network and the network users as detailed in schedule 2.

S 803 Working with Others – other contractors

The *Client* has a number of other contractors which provide services within the Area Network. The *Contractor* co-operates with these other contractors to ensure that their service continues to be provided in a safe, efficient and timely manner throughout the *service period*.

S 805 Sharing the Affected Property with the *Client* and Others

In Providing the Service under the contract, the *Contractor* complies with the *Client's* requirements for access to the Area Network detailed in schedule 5.

S 810 Co-operation

Refer to S 801 to 805 and 820.

S 810 Co-ordination

Refer to S 801 to 805 and 820.

S 820 Authorities and utilities service providers

The *Contractor* complies with the special requirements for statutory undertakers detailed in schedule 5.

S 900 SERVICES AND OTHER THINGS TO BE PROVIDED

S 901 Office accommodation, depot and storage areas

The *Contractor* provides additional office accommodation, depots and storage areas, beyond the Premises provided by the *Client*, as required to Provide the Service. Any additional office accommodation, depots and storage areas shall be in accordance with the *Contractor's* proposals included in the Quality Statement.

S 905 Services and other things for the use of the *Client*, *Service Manager* or Others to be provided by the *Contractor*

The services and other things for the use of the *Client*, *Service Manager* and Others to be provided by the *Contractor* are detailed in schedule 10.

S 910 Services and other things to be provided by the *Client*

The *Client* provides services and other things as detailed in schedule 10.

The *Contractor* uses any services provided by the *Client* in an efficient and appropriate manner to benefit the provision of the service.

The *Client* provides the stock of Plant and Materials listed in schedule 10 at the start of the Service Period. Quantities will be measured jointly and the condition confirmed at the start of the Service Period.

The *Contractor* provides the Plant and Materials listed in schedule 10 at the end of the Service Period. Quantities will be measured jointly and condition confirmed at the end of Service Period.

S 915 Access to information at the end of the Service Period

Access to information at the end of the Service Period will be in accordance with the demobilisation plan.

S 920 Equipment provided by the *Client*

The *Client* provides Equipment as detailed in schedule 10.

The *Contractor* will enter into lease agreements in accordance with the terms set out in schedule 10 for the Equipment provided by the *Client*, on or before the *starting date*. The *Contractor* will maintain and operate the Equipment in accordance with the lease agreements, and will only use the Equipment for the provision of the service.

S 1000 HEALTH AND SAFETY

S 1001 Incident and claim notification

The *Contractor* informs the *Service Manager* of an incident resulting in reportable injuries under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to any person working to deliver the *service* as soon as possible after the incident (and in any event within 24 hours).

If a claim is made against the *Contractor* arising out of or in connection with Providing the *Service*, the *Contractor* notifies the *Service Manager* of the claim within 7 days of its receipt and includes full details of the claim.

S 1002 Near miss reporting

The *Contractor* undertakes the collection of data on 'near miss' reports arising out of or in connection with the *service* and submits a monthly summary report to the *Service Manager*.

S 1005 Health and safety requirements

The *Contractor* complies with the *Client's* policy on health and safety, as set out in schedule 6.

S 1010 Method statements and risk assessments

One month in advance of the *starting date* the *Contractor* prepares and submits detailed method statements and risk assessments to the *Service Manager* for acceptance for the operations listed in schedule 8

Task Order specific method statements and risk assessments will be requested by the *Service Manager* during the *Service Period*.

S 1015 Legal requirements

The *Client* is a commercial client under the CDM Regulation 2015.

The *Contractor* in delivering the *service* undertakes the role of Principal Contractor under the CDM Regulations 2015.

The *Contractor* when instructed to undertake design works as part of a Task Order or as defined by this Scope undertakes the role of Principal Designer under CDM Regulations 2015.

S 1020 Health and safety inspections

The *Contractor* arranges for at least quarterly inspections of the *service* to be carried out by their safety officer/advisor and for a written report of each inspection to be submitted to the *Service Manager*. These reports also record any other health and safety inspections undertaken.

Where other inspections for health and safety purposes are undertaken by the *Contractor* these are notified to the *Service Manager*, if remedial actions are required.

S 1025 As –Built Drawings**General**

During the Service Period, the *Contractor* (as Principal Contractor) shall provide the *Client* with as-built drawings and health and safety file information in accordance with the HSE Guidance on the Construction (Design and Management Regulations) 2015. Whilst as-built drawings shall normally only be provided to the *Client* where construction drawings are issued as part of the Task Order, other health and safety file information shall be provided to the *Client* wherever pertinent information exists.

As-Built Drawings

As much as-built and other health and safety file information as practicable shall be provided by the *Contractor* (as Principal Contractor) as updates to the construction drawings within four weeks of the works. These drawings shall include any changes to dimensions, revisions to specified materials not instructed by the *Client*, any residual hazards such as shallow / unrecorded utility equipment or subsurface voids and other pertinent health and safety file information.

Other Health and Safety File Information

Where it is not practicable to supply all health and safety file information on as-built drawings (or no construction drawings were provided as part of the Task Order), an electronic version of the pertinent information is required, to be supplied in 'Adobe pdf' format within 4 weeks of completion of the works. Photographs shall be included to clarify any information.

Where the Task Order covers more than one location, a separate sub-section must be produced for each location. Separate sub-sections shall also be produced for structures.

The following information shall be provided by the *Contractor* as requested on a Task Order basis:

- Residual Hazards (such as shallow / unrecorded utility equipment or subsurface voids)
- Materials, including details of sub-contractors and suppliers
- Product data
- Plant and Equipment, including operation and maintenance manuals
- Type and location of ducts and cables
- Electrical Testing Reports

To ensure up to date information is provided for the Health and Safety File, As Built Drawings are prepared by the Client based on information provided by the Contractor. The Contractor is required to assist the Client in a timely manner in order to provide accurate as built drawings as soon as possible after the completion of the work in the task order. Instructions will be provided by the Client on a scheme-by-scheme basis with regard to the information required to produce the As Built Drawings.

S 1100 SUBCONTRACTING

S 1105 Restrictions or requirements for subcontracting

Small and medium enterprises and local businesses

The *Contractor* will actively try to use small and medium enterprises (SME) and local businesses in the Providing the Service, in line with the proposals included in the Quality Statement provided in the tender submission.

Supply chain management

The *Contractor* is to manage the supply chain in accordance with the proposals included in the Quality Statement. The supply chain comprises the suppliers and Subcontractors engaged by the *Contractor* to Provide the Service. The *Contractor* manages the supply chain proactively to deliver the *Client's* objectives for the service. The supply chain will:

- Never jeopardise or compromise health and safety,
- Be committed to reducing costs,
- Never jeopardise or compromise quality,
- Ensure that frequently used items of Materials and Plant are always available,
- Make a fair and predictable profit, and,
- Be engaged on back-to-back terms, where appropriate.

S 1110 Acceptance procedures

Acceptance procedures will be in accordance with the contract.

S 1300 ACCOUNTS AND RECORDS

S 1305 Additional records

The *Client's* additional requirements for accounts and records to be kept by the *Contractor* are detailed in schedule 8.

S 1400 ULTIMATE HOLDING COMPANY GUARANTEE (Option X4)

If required, the *Contractor* completes the parent company guarantee at the same time as entering into the contract using the form in schedule 11.

S 1600 WORK CALL OFF ARRANGEMENTS

The *Service Manager* will issue Task Orders to the *Contractor* when instructing the works to be undertaken under the contract. The proposed system for the issuing of Task Orders is detailed in schedule 8.

S 1700 TASK ORDER

SI 1705 Programme arrangement

The *Contractor* complies with the *Client's* requirements for the arrangement of the Task Order programme detailed in schedule 8.

SI 1710 Methodology statement

The *Contractor* complies with the *Client's* requirements for Task Order Methodology Statements detailed in schedule 8.

SI 1715 Work of the *Client* and Others

Where the work of the *Client* or Others is required to complete a Task Order the *Contractor* identifies:

- The work to be carried out by the *Client* or Others,
- Contact details for the work and
- Its potential effect on the Task Order and programme in terms of:
 - Cost,
 - Time,
 - Additional risks,
 - Additional health and safety liabilities during the works,
 - Any mitigation measures agreed, and
 - Any residual risk to the Task Order or Affected Property.

S 1800 *CLIENT'S SERVICE SPECIFICATION AND DRAWINGS*

S 1805 *Client's service specification*

The *Contractor* complies with the *Client's* Specification provided in Lincolnshire County Council Traffic Signals Specification.

S 1810 *Drawings*

The Contractor complies with the *Client's* Drawings as listed in Lincolnshire County Council Traffic Signals Specification Clause 4012 and provided in the data room.

SCHEDULE 1 – DESCRIPTION OF THE SERVICE

The description of *service* is as follows:

Traffic Signal Term Contract Overview

The contractor is required to provide a comprehensive service for the maintenance and improvement of all traffic signals on the Lincolnshire Highway Network. The traffic signal contractor shall provide all the resources required to provide the service which includes a 24-hour, 365 day a year call out service for traffic signal faults and damage.

The Traffic Signal Term Contractor is required to provide all of the site-based maintenance and improvements activities for Lincolnshire County Council and will work closely with the in-house team and other contractors to deliver the whole service.

Expanded Scope

a) Core Maintenance Activities:

The Contractor is required to provide the following services:

- Attendance to and clearance of traffic signal faults.
- Emergency response to repair damage and defects deemed to be unsafe.
- Changes to controller configurations.
- Manage the process (including scheduling, operation & payments) for switch offs and switch-ons for LCC & third parties.
- Installation cleaning.
- Installation safety checks.
- Installation condition assessments.
- Checking broadband and mobile phone connectivity and liaising with third party communications providers.
- Maintenance of a Tidal Flow system.
- First line maintenance of LCC's CCTV assets
- Temporary traffic management for traffic signal works.
- Deployment of an emergency generator during periods of extended power loss at priority locations.

b) Capital Improvement Schemes:

The Contractor is required to carry out traffic signal improvement schemes as follows:

- Full replacement of traffic signal installations.
- Partial refurbishment of traffic signal installations.
- New traffic signal installations for LCC Capital Improvement Schemes (including section 278 schemes)

c) Contractors Design:

The Contractor is required to provide the following design services:

- Electrical design for traffic signal installations and cable systems.
- Traffic Management schemes for traffic signal operations.
- Option to provide traffic signal design services to include (but not limited to) ACAD drawings, capacity analysis, completion of MCH forms etc

Lincolnshire Traffic Signal Service Overview:

The main services provided by Lincolnshire County Council are as follows:

- Operation and maintenance of traffic signal installations.
- A central control room that manages the traffic signals and provides a response to incidents occurring on the highway network.
- Traffic signal design and works supervision.
- Commissioning of new traffic signal installations.
- Traffic Control CCTV cameras.
- 24 hour call out service for traffic signal faults and damage.

The site works carried out for the above activities are provided by external contractors. This includes all the work from this term contract. In addition, the maintenance of control room specialist hardware and software is currently provided by Yunex and CCTV cameras are maintained by Global Vision.

The in-house client service focusses on managing the contracts, agreeing budgets and programmes of work plus operating the traffic control systems in the control room. The client team instructs and directs the work carried out by the term contractor. The design of new traffic signal installations is carried out in-house.

Improvement schemes can be multidisciplinary projects that include traffic signals such as large civil engineering projects, development schemes and transport planning work.

Lincolnshire Traffic Signal System Operations:

The existing Urban Traffic Management and Control system is a Yunex Stratos hosted service system.

Approximately 190 traffic signal installations (over half of all Lincolnshire traffic signal installations) are connected to the Stratos system, of which 105 are set-up to be controlled and optimised by SCOOT. The main SCOOT regions lie within Lincoln, Boston & Grantham. FUSION will also be running some of the more critical sites and this will continue to be rolled out during the lifetime of this contract.

All the remainder of LCC's traffic signal installations are remotely monitored through a separate mobile phone-based monitoring service (Metron).

The control room located in Lancaster House has access to CCTV feeds from 104 traffic control cameras in Boston, Grantham, Holdingham and Lincoln plus access to some additional cameras operated by Lincolnshire district councils.

The above systems are available to the highways Weekend and Overnight Duty Officers who are responsible for incident management at these times of day. They can also be accessed remotely by signals engineers and other authorised personnel.

Asset Maintenance:

Asset Maintenance operations are carried out in accordance with national guidelines and the Lincolnshire County Council Highways Infrastructure Asset Management Plan.

Reactive maintenance is carried out based on traffic signals faults detected by traffic signal monitoring systems and potential faults and problems raised by members of the public. Once a need for a service response is identified by Client officers in the signals team a fault is raised to the Traffic Signals Term Contractor through the Term Contract Fault Management System.

Planned maintenance work is identified through annual inspections and condition assessment reports carried out by the Traffic Signals Term Contractor. In addition, data from the Lincolnshire Fault Management system is used to prioritise planned maintenance work. Programmes of maintenance work are planned out and agreed by the start of each financial year.

Communications Technology:

The telecommunication systems used for traffic signal installations is provided by broadband based telecoms, wireless connectivity, 4G/5G routers plus mobile phone based services. The skills required from the Term Contractor include a detailed understanding of broadband telecoms, IT hardware and software systems and how they all work together in a UG405 compliant environment.

Traffic Signal Improvement Schemes:

Traffic Signal designs are carried out in compliance with national standards and the Lincolnshire County Council Traffic Signal Design Guide.

Capital schemes are identified through the Lincolnshire Highways Asset Management Plan and generally involve replacing time expired traffic signal installations and upgrading them to current operational standards. Additional schemes are carried out from external budgets in conjunction with larger County Council Capital improvement schemes and private developer improvement schemes.

Expenditure Through the Term Contract:

Contract Year	Committed Value
2013/14	£1,532,000
2014/15	£1,552,000
2015/16	£1,439,000

2016/17	£1,225,000
2017/18	£1,258,900
2018/19	£1,258,095
2019/20	£1,270,404
2020/21	£1,735,233
2021/22	£1,399,616
2022/23	£1,563,379

The above expenditure does not represent all of the LCC budget allocations for traffic signals.

Traffic Signals Budget Allocations:

Contract Year	Revenue	Capital	Total
2013/14	£833,471	£600,000	£1,433,471
2014/15	£835,805	£590,000	£1,425,805
2015/16	£844,171	£590,000	£1,434,171
2016/17	£843,151	£590,000	£1,433,151
2017/18	£875,106	£590,000	£1,465,106
2018/19	£900,397	£590,000	£1,490,397
2019/20	£945,867	£590,000	£1,535,867
2020/21	£959,763	£995,000	£1,954,763
2021/22	£1,036,544	£995,000	£2,031,544
2022/23	£1,141,097	£2,905,439	£4,046,536
2023/24	£1,141,097	£2,654,000	£3,795,097
2024/25	£1,198,000	£1,126,000	£2,324,000
2025/26	£1,194,000	£1,385,000	£2,579,000

NOTE: Capital allocation included one-off investments of £1.7m 2022/23 and £1.7m 2023/24

Traffic Signal Faults:

Traffic Signal Faults will be issued to the Contractor through the Lincolnshire County Council Imtrac system. Fault data from previous years is as follows:

Fault Summary	2020/21	2021/22	2022/23	2023/24	2024/25
Emergency	267	296	346	346	306
Standard	1457	1482	1698	1939	1733
Total	1724	1778	2044	2285	2039
Number of Installations	312	314	316	317	328
Faults per Installation	5.5	5.7	6.5	7.2	6.2
% Emergency Faults	15.5%	16.7%	16.9%	15.2%	15.0%
% Outside Normal Hours	4.4%	5.3%	5.6%	4.3%	26.1%

Temporary Switch Offs/Switch Ons:

Traffic Signal Installation switch off/switch on Task Orders to the Contractor will be issued through Confirm. The

number of Switch offs/switch-ons Task Orders from previous years is as follows:

Contract Year	Number	% Outside Normal Hours
2020/21	219	25.1%
2021/22	203	29.6%
2022/23	234	29.5%
2023/24	225	40.9%
2024/25	200	33.0%

General Background Information

Description of the County of Lincolnshire

Lincolnshire is the second largest county in geographical area. It is a predominantly rural county, with a diverse and dispersed population.

Lincolnshire has approximately 9000km of roads, 1800 bridges and 3000 culverts serving a population of the order of 743,400.

Less than 60km of the road network in the county is dual carriageway consisting mainly of the A1 and a section of the A46 (the only remaining Trunk roads) which account for well over half this figure. The remaining dual carriageway roads comprise a number of relatively short sections of which only Sleaford Bypass, A46 Lincoln Relief Road (part) and the A631 Gainsborough Relief Road exceed 2km in length.

The population of the county is mainly centred on the ancient city of Lincoln and the towns of Grantham and Boston, while the remainder are clustered around market towns and villages. The county's population density of approximately one person per hectare is in consequence very low and less than half the comparable figure for Great Britain. The distances between settlements in Lincolnshire and the relatively poor provision of public transport have combined to produce a high dependency upon the car and road freight.

The east coast of the county increases its population significantly at the peak of the holiday season each year.

The economy of the county is traditionally based on agriculture, food processing, engineering and related support industries. Service Sector employment is growing throughout the county. Major sectors include distribution, medical and health care services, hotels and catering with tourism being a major employer, especially on the east coast. Arable farming forms the basis of the county's rural economy. There are significant numbers of RAF establishments within the county which have an effect on local commerce.

Lincolnshire County Council is the Lead Local Flood Authority (LLFA) and the highway authority responsible for the development, improvement and maintenance of the highway network within the county.

Much of the road network in the county does not meet current design standards in terms of alignment, width, visibility and junction layout to enable current and prospective traffic needs to be met.

Organisational Context and Operational Structure

Political Structure

Lincolnshire County Council is made up of 70 councillors and since May 1997, Lincolnshire County Council has been controlled by a Conservative Administration. The improvement of the county's highway network is a key priority for this Administration. Elections to the Council are due to take place in May 2025. The County Council's view is that it is important to maintain a local approach to service delivery in order to best meet the needs of its service users.

Place Directorate Structure

Lincolnshire County Council's services are divided into 5 directorates; Children's Services, Adult Care and Community Wellbeing, Fire and Rescue, Resources and Place. The Place Directorate is further divided into 3 service areas; Highways, Growth and Communities. The majority of the works under this contract will be procured by the Highways Service.

Highways Management in Lincolnshire

The Highways Service operates under an Assistant Director who is responsible for the service as a whole. The service is then divided into four service areas.

Below is a brief description of the functions and teams that are relevant to this Contract.

Teams

Operational Asset Management

The Operational Asset Management (OAM) function is responsible for scheme selection, prioritisation, design and supervision of all one-off schemes not carried out by Minor Repairs teams or managed by TSP (which delivers the more complex schemes). The works are carried out by three distinctive teams that will specialise in Surface Treatments, Surfacing and Patching and Minor Works and Traffic.

The function also manages all highway cyclical maintenance and takes overall budgetary responsibility for Minor Repairs to ensure consistency is achieved within Local Highways Management.

The Asset Management Team is responsible for producing plans for the Local Highways Teams to assist them to target and prioritise maintenance in their areas.

Highways Assessment and Laboratory (Lincs Laboratory)

The Laboratory provides a comprehensive range of services for the department and other clients including:

- Laboratory and Site Testing
- Ground Investigation and Geotechnical engineering
- Pavement and Materials Engineering
- Pavement Investigation and Design
- Development and management of LCC Highway Specifications
- Highway Condition Surveys including CVI, FNS and Deflectograph
- Traffic Data Collection and Surveys

The Laboratory is responsible for monitoring the engineering condition of the whole of the highway and footway network. It is also responsible for developing and maintaining the asset data management system and the highway maintenance scheme identification and prioritisation programmes.

Lincolnshire Road Safety Partnership

The Lincolnshire Road Safety Partnership was formed in June 2000 and now comprises the following organisations under a multi-agency partnership:

- Lincolnshire Police / Police and Crime Commissioner
- Lincolnshire County Council
- Highways England
- Lincolnshire Fire and Rescue
- East Midlands Ambulance Service

Its vision is to make significant year on year reductions in those killed or injured on Lincolnshire's roads through a sustainable, co-located road safety partnership delivering targeted interventions focussed on education, engineering, and enforcement.

The Partnership identifies and implements an annual programme of engineering safety schemes as funding allows, completes safety audits on all modifications to the highway network in accordance with LCC policy and provides safety audit recommendations to create a safer highway network for people to travel.

It also maintains and validates a joint collision database providing an evidence based approach to analysing and developing road safety initiatives.

Technical Services Partnership (TSP)

The Technical Services Partnership (TSP) is the provider of professional engineering consultancy services to Lincolnshire County Council and other clients. TSP is a combination of the Council's own Design Services and the services provided by the private sector consultancy partner. There is a 'mixed economy' in the County's offices, with both organisations working together in integrated teams with integrated management. There is also a 'top up' arrangement whereby the professional services consultancy partner provides additional capacity or capability through their own offices and specialisms.

The main service areas included in TSP are:

- Roads
- Structures
- Traffic Signals
- Drainage
- Street Lighting
- Signs and Markings

All the main service areas within TSP provide project management, feasibility, planning, design, procurement, construction supervision and contract management in relation to their specialist area. These are supported by a specialist CAD team and other support services.

In addition, the Structures, Traffic Signals and Street Lighting teams undertake specialist asset management including asset planning, inspections and management of maintenance programmes. The Traffic Signals team is also responsible for the operation of the traffic signals installations, assisting with the network management function.

Through TSP, the professional services consultancy partner is able to provide a range of additional services. These include transport planning, environmentalists, archaeology, planners etc.

Traffic Signals (as part of TSP)

The Traffic Signals team design, maintain and operate the County Council's traffic signal installations and computerised traffic signal systems to assist the safe and efficient use of the highway network by all road users.

Client and Contract Management

The Client and Contract Management team provide an effective client function which reflects our desire to reduce potential barriers between client and consultancy relationships. The Contract Team delivers consistent management and advice on the variety of contractual arrangements undertaken within the Service Area. Target cost and performance management including open book accounting and the Service Manager team falls within the scope of this function, as does procurement of major schemes. The Client team provides:

- high level management and disaggregation of the overall highways budget;
- management, maintenance, support and development of Confirm and other IT systems based in the highway maintenance service; and
- management, review and updates to all the data held on highway asset management systems.
- Civil Parking Enforcement (CPE) fulfils one of the key objectives of the County Council, which is to manage traffic congestion. The enforcement of parking restrictions is a key component of effective traffic management and key to improving traffic flow. The rules and regulations in place are fair but firm and our ultimate aim is

to assist motorists to park, pick up, set down, load and unload conveniently and lawfully. Parking enforcement is carried out to improve congestion, improve traffic flow, provide better parking for local shops and assist with pedestrian safety.

- A focal point through which clients appraise and brief service delivery teams, monitoring progress and reporting on schemes

Local Highways Management

Local Highways Management is responsible in the identification of maintenance works through Safety inspections, liaising with the local community, scheme promotion and identification, and responding to flooding events. The function also deals with the statutory duties on behalf of Lincolnshire County Council as the Highway Authority. Local Highways Management are responsible for all complaints and insurance claims that are generated as a direct result of their area of speciality.

Duties include:

- Highways Act enforcement
- Involvement in District emergencies which may be out of office hours
- Raising works orders for minor highways and environmental improvements
- Public interface on all Highway Services
- Investigation (looking at issues raised and commissioning technical support)
- Decision making (within policy and budgeted programmes, making local decisions and helping to shape the Council's overall programme)
- Proactive investigation (planned inspections, counts, surveys)

Network Resilience

The Network Resilience function is comprised of three key services:

- Winter maintenance,
- a 24 hours service raising works orders for emergency response defects and
- Major Emergency Incident Response coordination.

The Network Resilience team works closely with all internal functions and external delivery providers to deliver a service that is efficient and effective.

Streetworks and Permitting

Streetworks and Permitting co-ordinate and manage the inspection and compliance of all Street-works and Permit activity on the highway in order to minimise disruption to the travelling public. They Liaise with the Local Highways Management, Operational Asset Management, Network Resilience, Technical Services Partnership and other internal and external works promoters in the assessment and authorisation of proposed works by third parties on the highway network.

Duties include:

- Operating the Lincolnshire Permit Scheme.
- Meeting NRSWA duties
- Liaising with works promoters
- All NRSWA and Permit Inspections

- Co-ordination and forward planning of all major utility, LCC, Events and private contractor projects.
- Management and monitoring of NRSWA duties including defect process, coring programmes, NRSWA inspection programme and S74 process.
- Liaison with County Council officers for any permit conditions prior to granting or refusing of permits.
- Carrying out the approval and inspection of licences for skips, scaffolding, vehicle cross-overs, hoardings, street cafes and materials on the highways that are issued under the Highways Act management of all Events that affect the Highway.
- Approval and booking of all Temporary Traffic Signals and Road Closure applications.

Plans, Policies and Strategies

Lincolnshire County Council Business Plan

Lincolnshire County Council is the largest employer and largest provider of services in the county. The Business Plan details how the County Council will manage its business and deliver services. The Council outlines all of its Commissioning Strategies and measures the Performance compared to the Targets set out to be achieved for each Strategy.

Service Plans

Service plans within the County Council show in more detail how services or groups of services are delivered and how they contribute to the council's overall vision and priorities. The successful partners will be expected to contribute to the successful delivery of the County Council's aims and objectives and to facilitate its work with its external and other partners.

Local Transport Plan 5

The need for local transport authorities to prepare a statutory Local Transport Plan (LTP) was first set out in the Transport Act 2000. This required authorities to produce a plan setting out their policies and programmes for transport, together with a set of targets against which to monitor progress. This 5th Lincolnshire Local Transport Plan (LTP5) was adopted 2022/23 and builds on the strategies and policies adopted during the first 4 LTPs. It can be found in the data room.

Highways Asset Management Plans & Policies

Lincolnshire County Council currently has three documents outlining how to accurately categorise and explain Highways Asset Management in line with Best Practice, as outlined by the Department for Transport and the Highways Maintenance Efficiency Programme (HMEP). The first element of Asset Management is the Highways Infrastructure Asset Management Policy, which outlines the overarching principles of our approach to Asset Management. The second tier of describing our methods is the Highways Infrastructure Asset Management Strategy, which outlines our long-term strategies for maintaining the assets to its maximum potential, thereby achieving optimum

lifecycle planning and aligning ourselves to the overarching principles set out in the Policy.

The Highways Infrastructure Asset Management Plan can be defined as the document which outlines our operational approach towards achieving both sets of goals explained in the Policy and Strategy through fixed policy requirements and standards. The document runs alongside the Network Management Plan, which focuses more on network availability whilst the Asset Management Plan looks at the maintenance of the network.

Highway Asset Management

It is widely accepted that transport infrastructure is vital to the economic well-being of the county. Lincolnshire County Council has a duty to maintain a sizeable highway asset, valued at over £9bn, which is used by all members of the community on a daily basis. The management of this asset has a significant impact on the county's residents, businesses and visitors. It is important to recognise how much we all depend upon our highway network to sustain our economic and transportation needs and develop a strategy that uses the resources available in an efficient, responsible and sustainable way.

However, there is a growing realisation that this vital and valuable network is not receiving the attention and funding required to keep it in an optimal state of repair. The main challenges facing Lincolnshire in its duty to maintain, operate and improve its highway asset are inadequate budgets, limited resources, significant maintenance backlog, increased accountability and increasing public expectations.

Due to the geographical size of Lincolnshire, the County Council manages one of the largest highway assets in the country. The quality and reliability of the asset data varies between asset groups, ranging from a detailed street lighting inventory to very limited data on underground drainage systems.

The Association of Directors of Environment, Planning and Transport (ADEPT) define asset management as:

"A strategic approach that identifies the optimal allocation of resources for the management, operation, preservation and enhancement of the highways infrastructure to meet the needs of current and future customers."

The Highways sector usually recognises the work undertaken by HMEP (Highways Maintenance Efficiency Programme) as best practice. This is a sector-led transformation programme, sponsored and funded by the Department for Transport. It is designed to maximise returns from highways investment and help to improve efficiency and effectiveness of the local highways sector which it is aimed at. HMEP has developed a series of products to inform highways authorities of examples of best practice and recommendations which should lead to an improved highway maintenance service and

better value for money for taxpayers. Lincolnshire County Council uses these tools of Best Practice to shape its organisation and its methods for delivering the service.

Lincolnshire County Council has been at the forefront of the development of an Asset Management led approach to the maintenance of highways infrastructure assets. This approach is encouraged by central government, who in December 2014 announced that the capital settlement for local highway authorities would include an incentivised funding element for authorities who were able to demonstrate that they had adopted an asset management based approach to the management of their infrastructure assets.

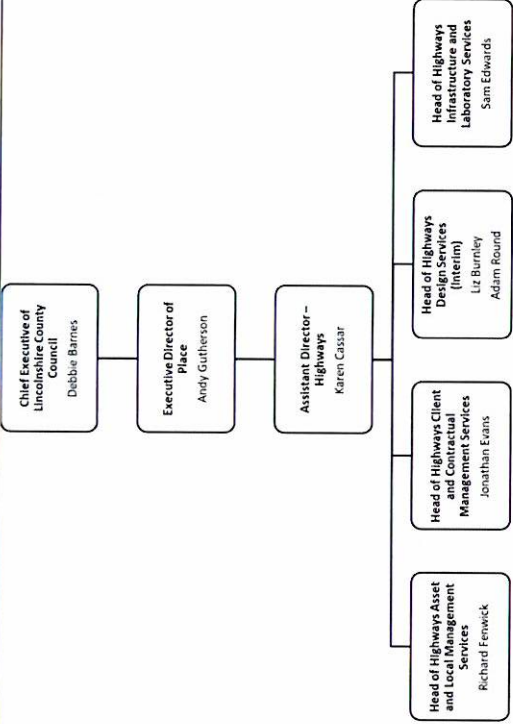
Lincolnshire County Council's asset-led approach has already fostered results throughout the years, notably through our efforts to align ourselves with the Department for Transport's requests through the Self-Assessment Process. These efforts enabled us at the time to become one of the first Counties to be accredited with a Band 3-status for the DfT, receiving maximum funding as a consequence and maintaining this level in all subsequent iterations of the funding mechanism.

The other main sources of funding for the highway asset are Local Transport Plan (capital), County Roads Maintenance (revenue) and various income streams. The major LTP blocks of major schemes and integrated transport are normally ring-fenced for improvement schemes. The remaining capital and revenue funding is included in the annual maintenance budget model process. The funding is disaggregated as follows:

Environmental maintenance	Grass cutting, weed spraying, tree and shrub maintenance and rights of way maintenance budgets are allocated by quantity (where known) or asset length.
Safety maintenance	Road gully, catch pit and sign cleaning budgets are allocated by quantity and schedule of rates. Road markings and studs are allocated by length, hierarchy and situation (urban/rural) factors Street lighting, traffic signals and road signs are allocated using historic factors
Other maintenance	Fees, Licences, Payments to Third parties, Highways Asset Management Systems Support, machine and visual condition inspections and inventory collection.
Winter	This budget is ring-fenced for all winter related activities, including gritters, salt, weather forecasting and equipment, precautionary salting and snow clearing

A - Structure Charts

Full size copies are located in the Data Room.

Name	Sample Image
Senior Highways Structure Chart	 <pre>graph TD; A["Chief Executive of Lincolnshire County Council Debbie Barnes"] --> B["Executive Director of Place Andy Gutherson"]; B --> C["Assistant Director - Highways Karen Cassar"]; C --> D["Head of Highways Asset and Local Management Services Richard Fenwick"]; C --> E["Head of Highways Client and Contractual Management Services Jonathan Evans"]; C --> F["Head of Highways Design Services (Interim) Liz Burnley Adam Round"]; C --> G["Head of Highways Infrastructure and Laboratory Services Sam Edwards"];</pre> Senior Highways Structure Chart
Place Senior Management Structure	Place SMLT Structure Chart

Highways Design Services	TSP Structure Chart
Highways Client and Contractual Management Services	Client and Contract Management Structure Chart
Highways Asset and Local Management Services	Operational Asset Management Structure Chart LRSP Local Highways Management Services (currently unavailable)
Highways Infrastructure and Laboratory Services	Highways Infrastructure and Lab Structure Chart

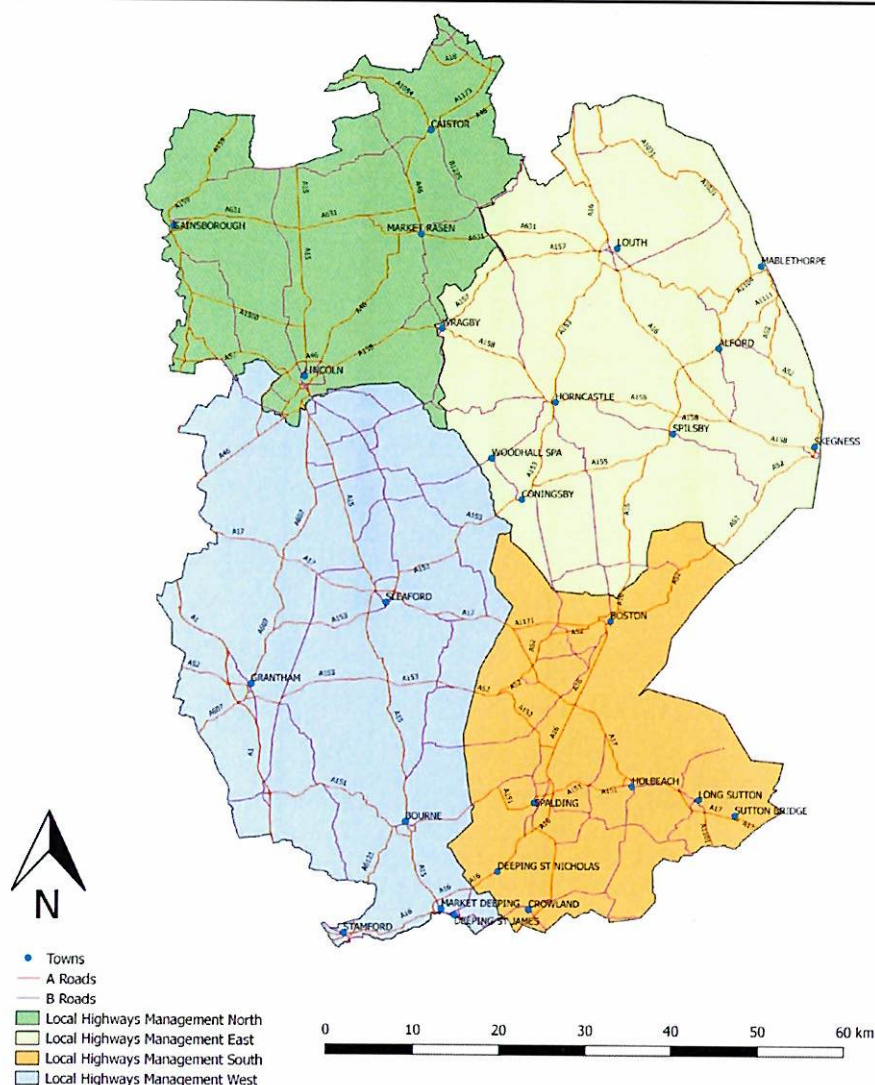
SCHEDULE 2 – AREA NETWORK INFORMATION

1.0 Area Network

The *Client's* Authority Area comprises all Council adopted roads and footways including Public Rights of Way and the installations at specifically located sites listed in this Schedule.

The County comprises 4 Highway Areas. Each Highway Area is further sub-divided into a number of Maintenance Areas as indicated on the plans attached to this Schedule.

Lincolnshire A and B Class Road Network, Major Towns and Area Boundaries



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings.

The *Client* shares administrative borders with the following other highway authorities.

North Lincolnshire
 North East Lincolnshire
 Norfolk
 Cambridgeshire
 Peterborough
 Northamptonshire
 Rutland
 Leicestershire
 Nottinghamshire

Traffic Signals Asset Types (From 1st April 2026)

JUNCTIONS:			Total	154
Junction Size	Peds/Cycles	Head Types	Count	
Large	Far Side	LED	1	
Large	Far Side	Tungsten	2	
Large	None	LED	1	
Large	None	LED-ELV	4	
Large	Puffin	LED-ELV	43	
Large	Puffin	LED	16	
Large	Toucan	LED	9	
Large	Toucan	Tungsten	2	
Large	Toucan	LED-ELV	9	
Small	Far Side	LED	2	
Small	Far Side	Tungsten	1	
Small	None	LED-ELV	21	
Small	None	LED	7	
Small	Puffin	LED	6	
Small	Puffin	LED-ELV	26	
Small	Puffin	Tungsten	2	
Small	Toucan	LED-ELV	2	

CROSSINGS:			Total	177
Crossing Type	Single/Double	Head Types	Count	
Pelican	Single	Tungsten	1	
Pelican	Single	LED	1	
Puffin	Dual	LED	5	
Puffin	Dual	LED-ELV	4	
Puffin	Single	LED	42	
Puffin	Single	LED-ELV	84	
Toucan	Dual	LED	1	
Toucan	Dual	LED-ELV	5	
Toucan	Single	LED	17	
Toucan	Single	LED-ELV	17	
OTHER:			Total	4
Canwick Road Lincoln Tidal Flow System (LED)			1	
Green Wave Panels			3	
TOTAL OF ALL TRAFFIC SIGNAL ASSETS				335
Large Junction = 10 Poles or greater Small Junction = Less than 10 poles				

A list of the assets is provided within the data room and should be used as a guide to the overall distribution on the network. The work required to these assets is described in the Lincolnshire County Council Traffic Signals Specification.

6.0 Details of Environmental Constraints when delivering the service on the Area Network

The *Contractor* will take into account the impact of environmental constraints while delivering the *service* upon the Area Network. Detailed information relating to Scheduled Ancient Monuments, sites of Special Scientific Interest, sites of Importance for Nature Conservation, Environmentally Sensitive Areas, Areas of Outstanding Natural Beauty, National Parks, National Nature Reserves, Local Nature Reserves and the like within the Authority Area is all in the public domain and summarized in the table below. Those environmental constraints that are not in the public domain are set out below.

Designated Sites

This table below shows the different types of designated sites in Lincolnshire.

Designations	Further information can be found at the following links:
Areas of Outstanding Natural Beauty (AONBs)	https://www.lincswolds.org.uk/
National Parks	N/A
Environmentally Sensitive Areas (ESAs)	N/A
Local Nature Reserves (LNRs) National Nature Reserves (NNRs) Sites of Special Scientific Interest (SSSIs) Sites of Importance for Nature Conservation (SINCs)	https://glnp.org.uk/ https://designatedsites.naturalengland.org.uk/SiteList.aspx?siteName=&countyCode=27&responsiblePerson=&DesignationType=All

LCC Network Hierarchy

Lincolnshire is a large but sparsely populated county with a greater than average length of road per head of population. Clearly it is not practicable to develop and maintain the whole of the road network to the same standards.

The County Council has therefore designated a hierarchy of road types with each highway link being allocated to one of the types. The types reflect the roles of different roads and distinguish the following characteristics:

- Rural or Urban
- Through routes or access links

There are also separate hierarchies for footways and cycleways based upon these principals.

Carriageway Hierarchy

LCC Local Standard	National Standard
Major Road Network Local Highways Authority selected A roads that have a strategic importance which links areas across the UK. These routes encounter constant high levels of traffic and should be easily accessible and identifiable. Further consideration to be made is the traffic generated by seaside tourism during the vacation months, which creates the need for robust routes to seaside attractions. They will be the primary component of our resilient network and subsequently our precautionary salting network. <i>Major Road Network in Lincolnshire to include:</i> ▪ A15 (M180 to Sleaford) ▪ A16 ▪ A17 ▪ A52 (Boston – Skegness) ▪ A57 (A1 – Lincoln) ▪ A46 (Lincoln Saxilby Road Roundabout to Nettleham Road roundabout) ▪ A151 ▪ A158	Category 2 - Strategic Route <i>Trunk and some Principal "A" roads between Primary Destinations</i> Routes for fast moving long distance traffic with little frontage access or pedestrian traffic. Speed limits are usually in excess of 40 mph and there are few junctions. Pedestrian crossings are either segregated or controlled and parked vehicles are generally prohibited.

LCC Local Standard	National Standard
Hierarchy 1 Major long distance, inter-urban routes, which either: – Provide a network of routes for traffic passing through the county, – Link major urban areas (over 8000 population) to areas outside the county Particularly for long distance through industrial and commercial traffic.	Strategic Route <i>Trunk and some Principal “A” roads between Primary Destinations</i> Routes for fast moving long distance traffic with little frontage access or pedestrian traffic. Speed limits are usually in excess of 40 mph and there are few junctions. Pedestrian crossings are either segregated or controlled and parked vehicles are generally prohibited.
Hierarchy 2 The remaining inter-urban routes of more than local importance by virtue of their role in handling substantial flows of long distance traffic between: – Adjacent towns within the county. – Lincolnshire towns near the county boundary and nearby centres of populations in adjacent counties. Hierarchy MRN, 1 and 2 roads comprise the County’s strategic road network	Main Distributor <i>Major urban and Inter-Primary links. Short to medium distance traffic.</i> Routes between Strategic Routes and linking urban centres to the strategic network with limited frontage access. In urban areas speed limits are usually 40mph or less, parking is restricted at peak times and there are positive measures for pedestrian safety.
Hierarchy 3 Local roads which provide a good quality connection between the main settlements (population of 500 plus) to the MRN, H1 and H2 Roads, including rural bus routes and links to major HGV generators.	Secondary Distributor <i>B and C class roads and some unclassified urban routes carrying bus, HGV and local traffic with frontage access and frequent junctions</i> In rural areas these roads link the larger villages and HGV generators to the Strategic and Main Distributor Network. In built areas these roads have 30 mph speed limits and very high levels of pedestrian activity with some crossing facilities including zebra crossings. On-street parking is generally unrestricted except for safety reasons.

LCC Local Standard	National Standard
Hierarchy 4 Classified roads, which link the smaller villages and settlements to the MRN, H1, H2 or H3 roads.	Link Roads <i>Roads linking between the Main and Secondary Distributor Network with frontage access and frequent junctions</i> In rural areas these roads link the smaller villages to the distributor roads. They are of varying width and not always capable of carrying two way traffic. In urban areas they are residential or industrial inter-connecting roads with 30 mph speed limits random pedestrian movements and uncontrolled parking.
Hierarchy 5 Unclassified roads, which link the smaller villages and settlements to the MRN, H1, H2 or H3 roads.	Link Roads <i>Roads linking between the Main and Secondary Distributor Network with frontage access and frequent junctions</i> In rural areas these roads link the smaller villages to the distributor roads. They are of varying width and not always capable of carrying two way traffic. In urban areas they are residential or industrial inter-connecting roads with 30 mph speed limits random pedestrian movements and uncontrolled parking.
Hierarchy 6 Urban and rural back roads whose main purpose is to provide access to residential properties or provide access to agricultural land.	Local Access Road <i>Roads serving limited numbers of properties carrying only access traffic.</i> In rural areas these roads serve small settlements and provide access to individual properties and land. They are often only single lane width and unsuitable for HGVs. In urban areas they are often residential loop roads or cul-de-sacs.

LCC Local Standard	National Standard
Hierarchy 7 Minor paved rural and small roads which includes overgrown vegetation on the carriageway. They serve a very limited number of properties or provide access to agricultural land. They include Gated roads and restricted access roads.	Minor Roads <i>Little used roads serving very limited numbers of properties.</i> They are locally defined.
Hierarchy 8 The remaining Unclassified Roads, which although we are liable for maintenance are unpaved. They are considered as Restricted Byways.	Minor Roads <i>Little used roads serving very limited numbers of properties.</i> They are locally defined.

Footway Hierarchy

LCC Local Standard	National Standard
Type 1 Main Shopping Areas Footways in the main shopping street of the urban areas of towns listed in the structure plan Pedestrianised shopping streets in the urban areas of towns listed in the structure plan. <i>Note: Type 1 status will not be extended beyond the main shopping street area merely because there are other shops or a proliferation of public buildings etc. outside the main shopping centre.</i>	Category 1 – Primary Walking Routes Busy urban shopping and business areas and main pedestrian routes.
Type 2 Busy Urban Areas Footways along main pedestrian routes just outside the main shopping area but within the central urban areas of towns listed in the	Category 2 – Secondary Walking Routes Medium usage routes through local areas feeding into primary routes, local shopping centres etc

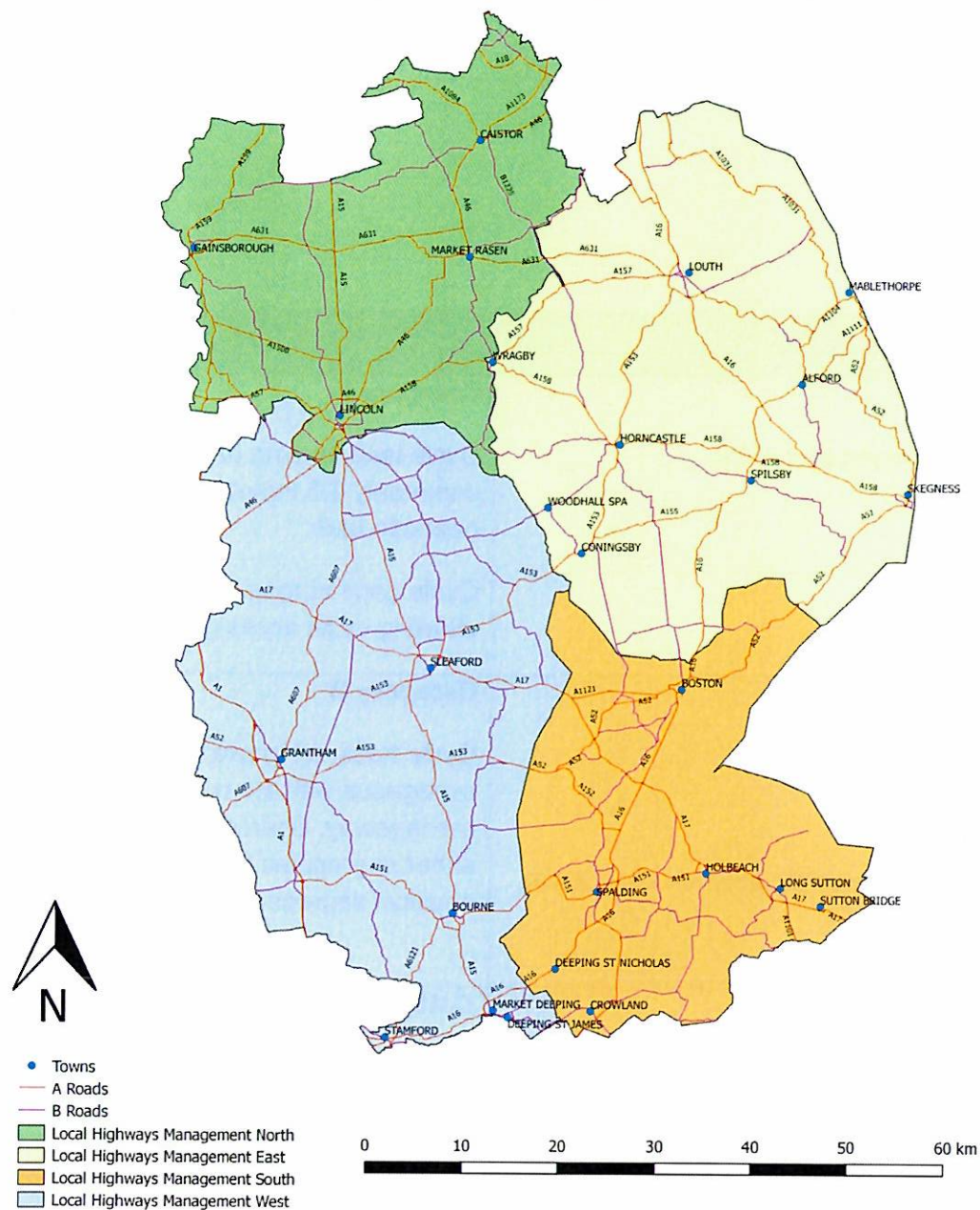
structure plan. Local shopping parades in settlements not listed in the structure plan where there is a linear shopping development to 10 retail units or more within a 100 metre length. Central urban footways remote from the carriageway linking main shopping areas (type 1) to other areas e.g. pedestrian access to car park etc. <i>Note: Where there are groups of shops, schools, public buildings or a local shopping centre remote from the main shopping area or central urban area within a settlement, footway within the remote area would also attract a Type 2 rating. This may include the main route between the two centres if pedestrian volumes are particularly high.</i>	
Type 3 Less Used Urban and Busy Rural Main pedestrian routes outside central urban areas where pedestrian volumes are relatively lower than those within the central urban areas. Local pedestrian routes within central urban areas. Main pedestrian routes through large villages where linear shopping development is less than 10 retail units per 100 metre length. Any other flagged footway.	Category 3 – Link Footways Linking local access footways through urban areas and busy rural footways
Type 4 Lightly Used Footways Rural footways between villages.	Category 4 – Local Access Footways Footways associated with low usage, short estate roads to the main routes and cul-de-sacs.

Flexible footways on local access roads, cul-de-sacs and shared surface roads.	
Flexible footways in small villages.	
Flexible footways on industrial estates (irrespective of location).	

Cycle Hierarchy

Local Standards	National Standards
Type 1 Cycle lanes forming part of the Carriageway	Category A Cycle lane forming part of the carriageway, commonly 1.5 metre strip adjacent to the nearside kerb. Cycle gaps at road closure point (no entries allowing cycle access)
Type 2 Shared segregated cycle / pedestrian facilities Shared unsegregated facilities in urban areas	Category B Cycle track, a highway route for cyclists not contiguous with the public footway or carriageway. Shared cycle/pedestrian paths, either segregated by a white line or other physical segregation, or unsegregated.
Type 3 Shared unsegregated facilities in rural areas and other cycle tracks that are not contiguous with the public footway or carriageway.	Category C Cycle trials, leisure routes through open spaces necessarily the responsibility of the highway authority, but may be maintained by an authority under other powers and duties.

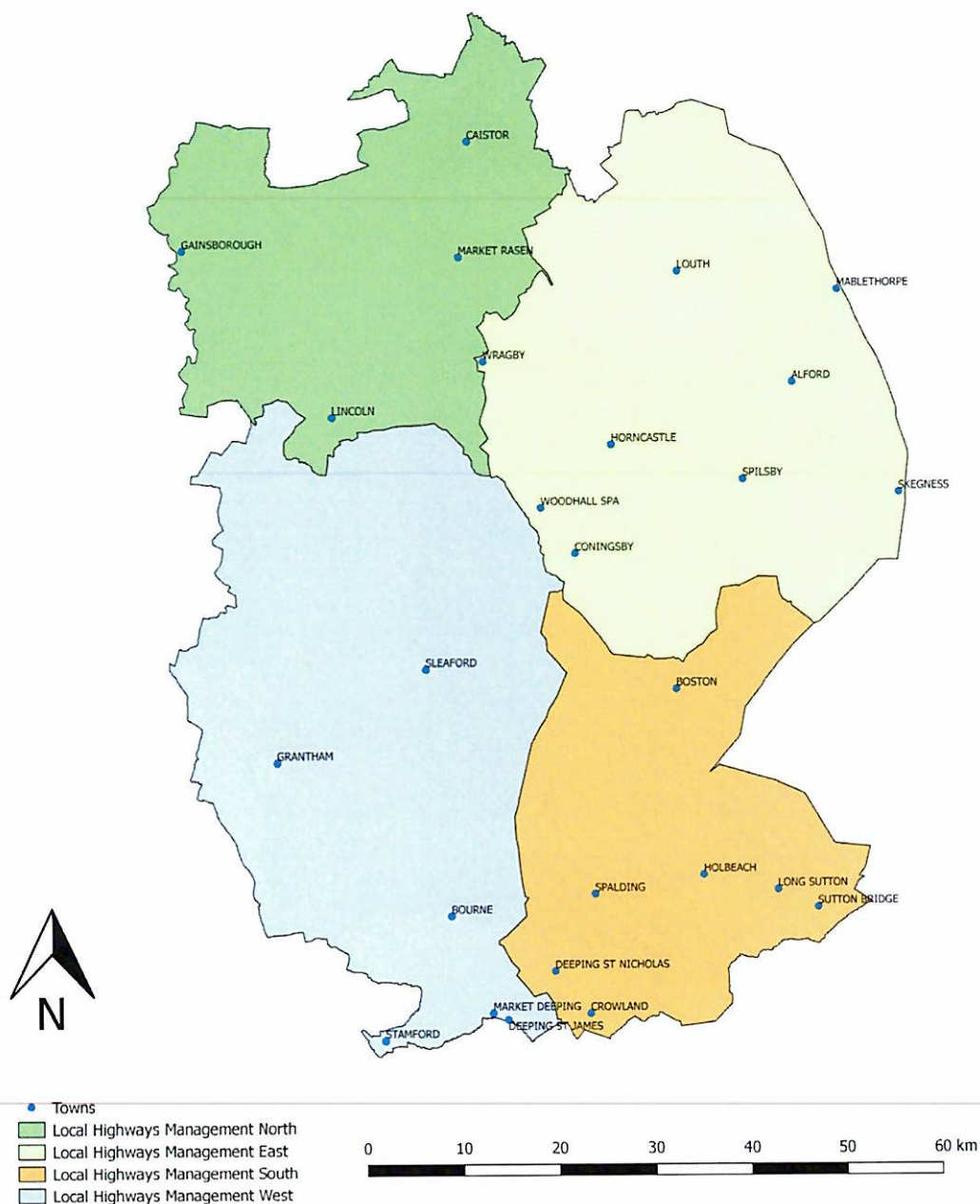
Local Highways Management Areas



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings

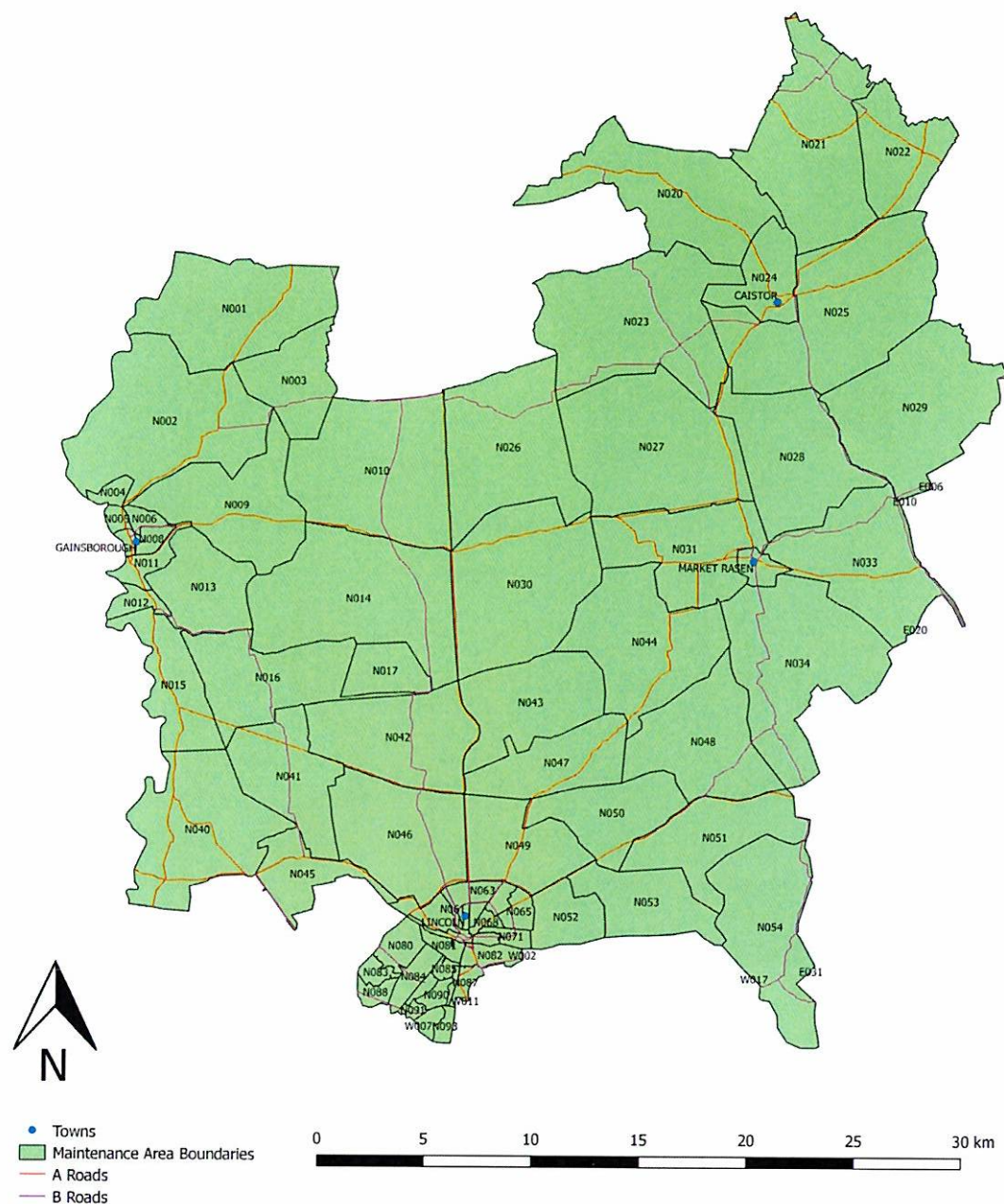
Local Highways Management Areas



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings

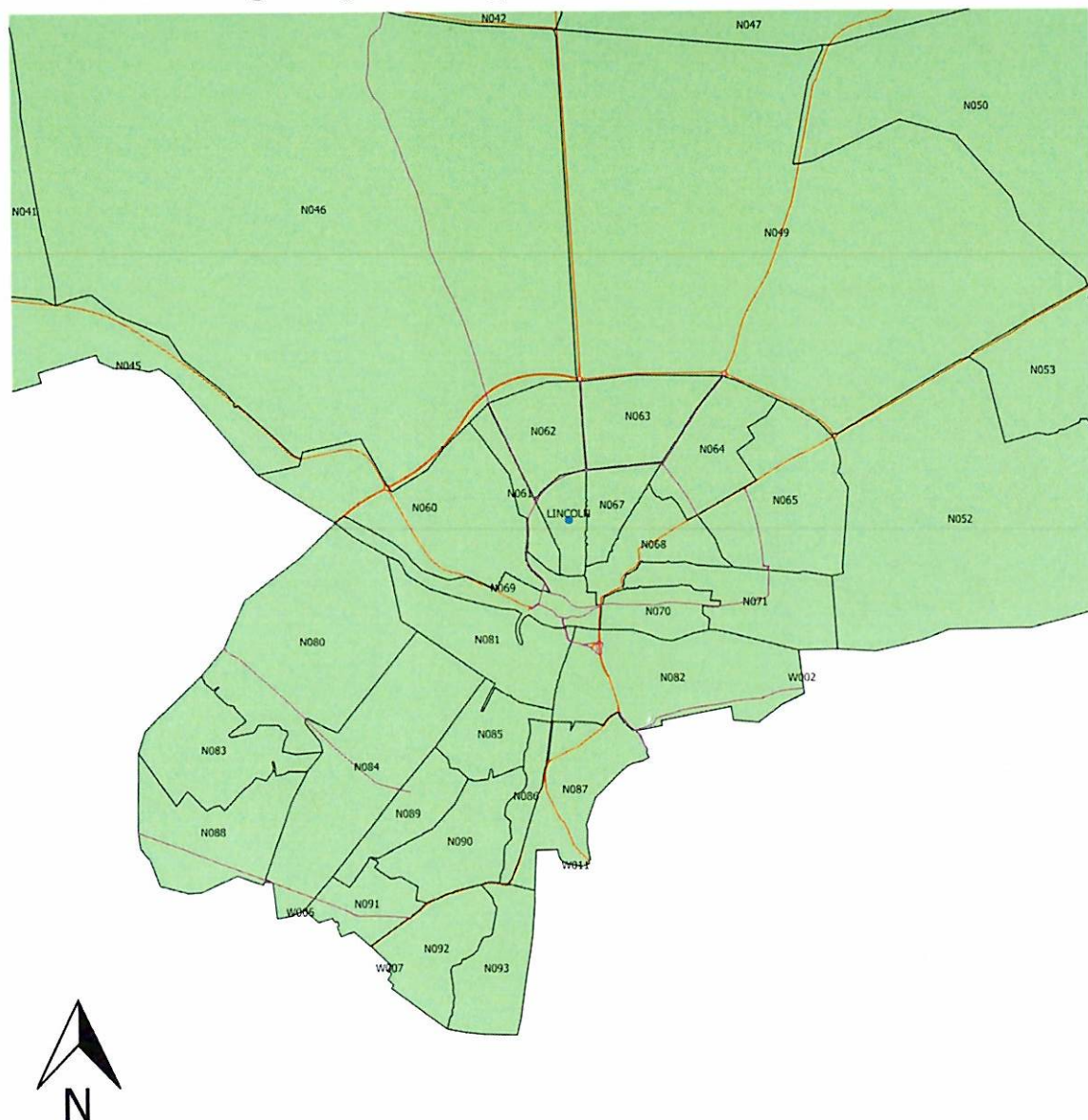
Local Highways Management Area North



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings.

Local Highways Management Area North (Lincoln)



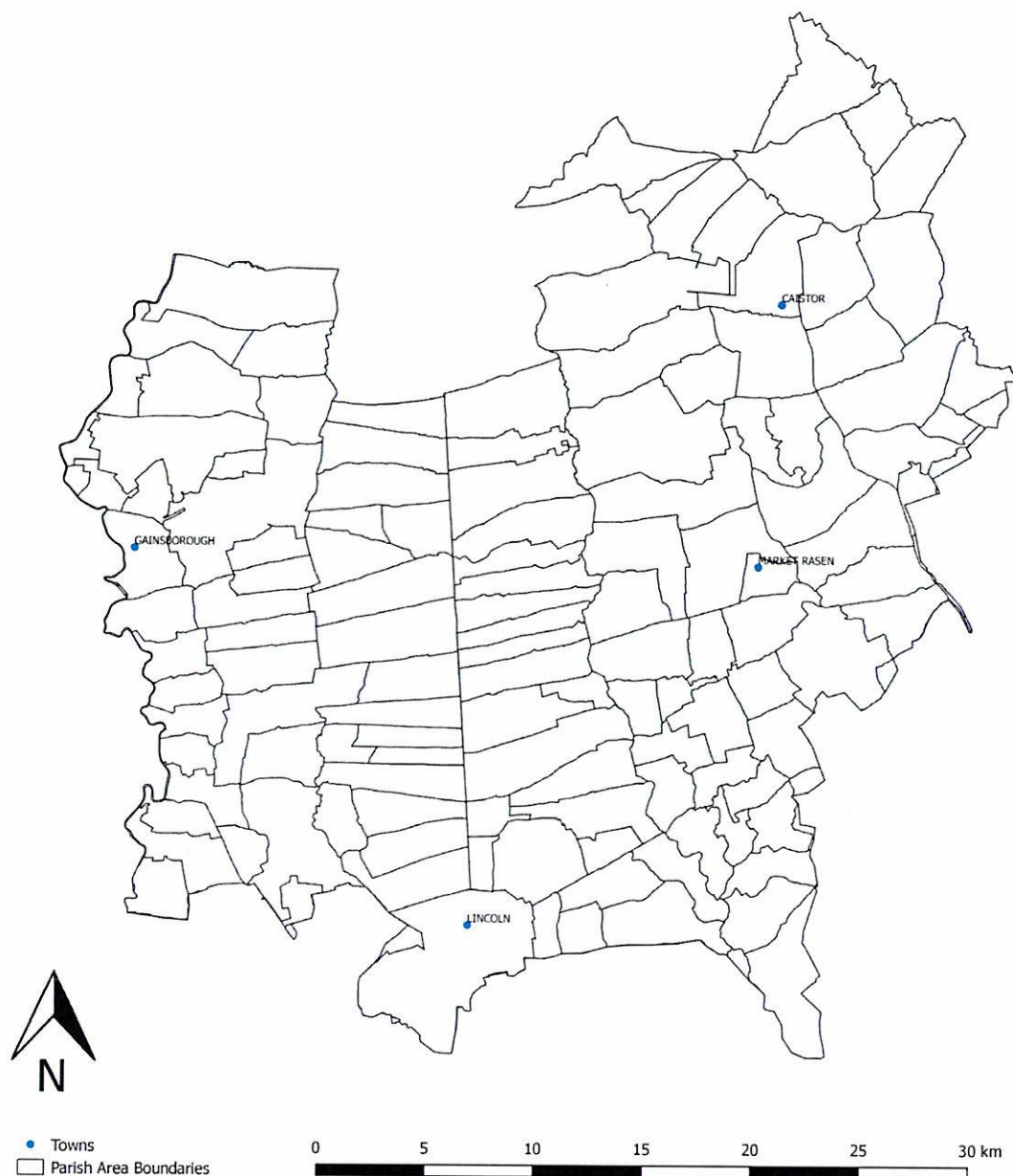
- Towns
- Maintenance Area Boundaries
- A Roads
- B Roads

0 1 2 3 4 5 6 km

LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings

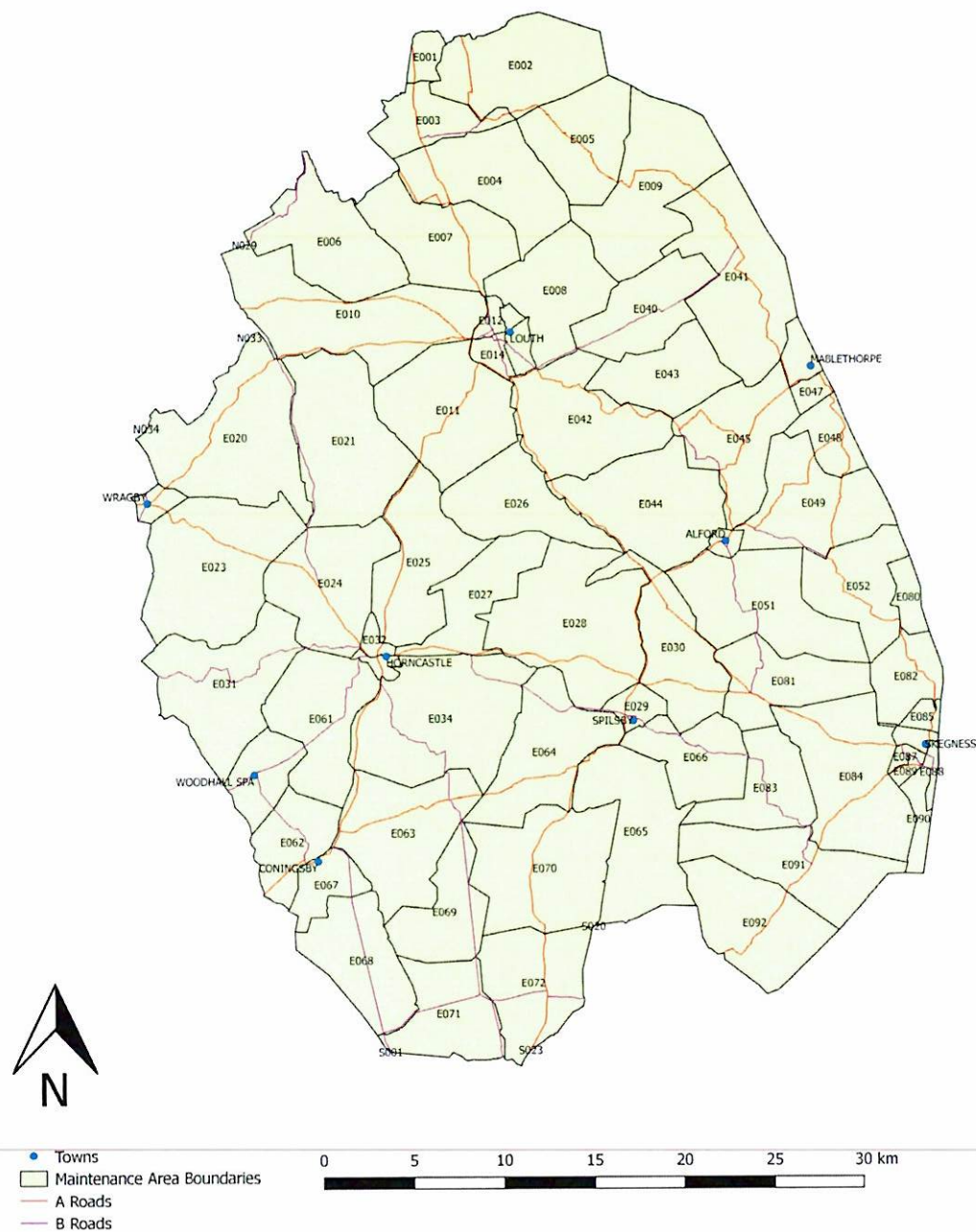
Local Highways Management Area North Parishes



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings.

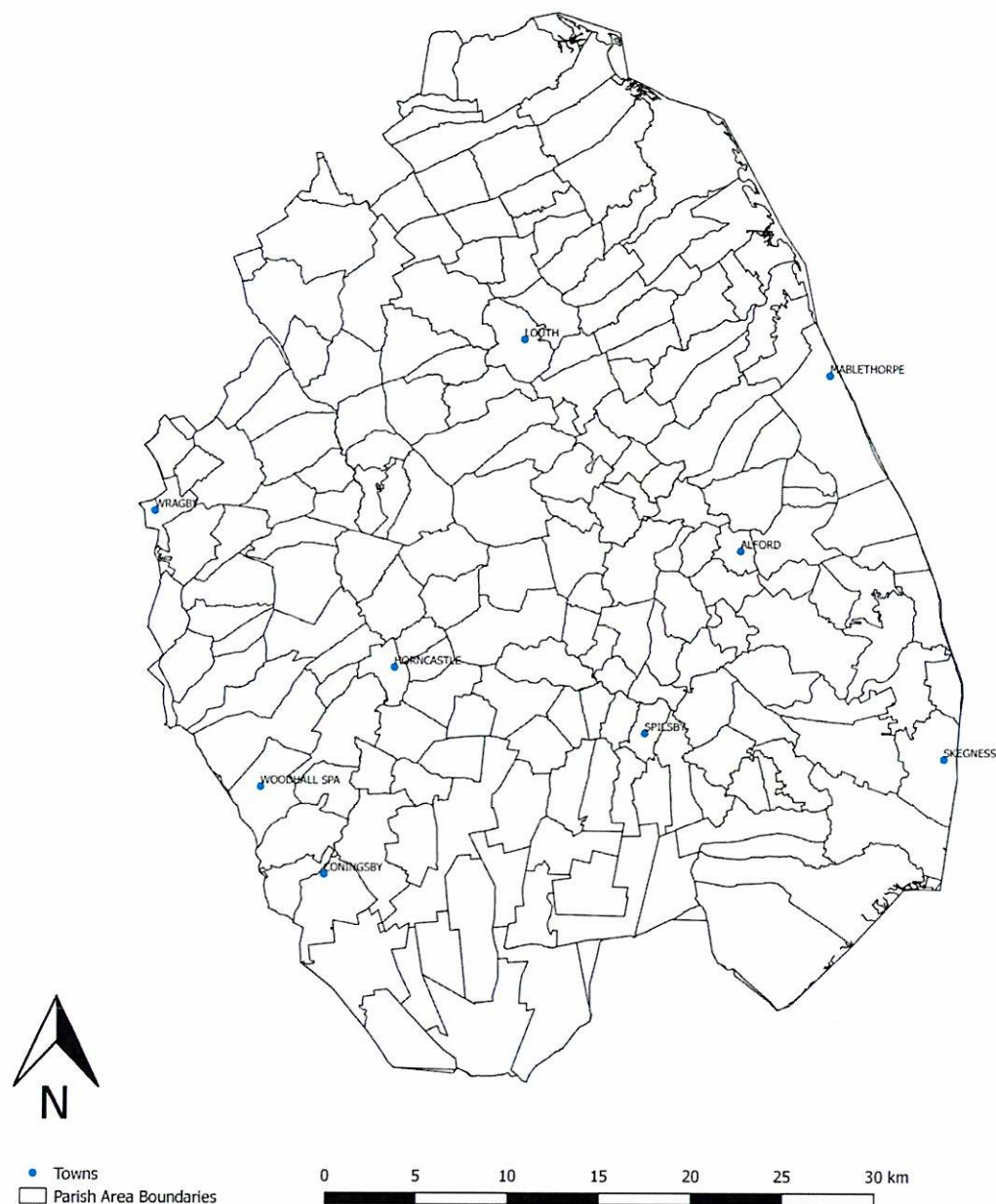
Local Highways Management Area East



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings

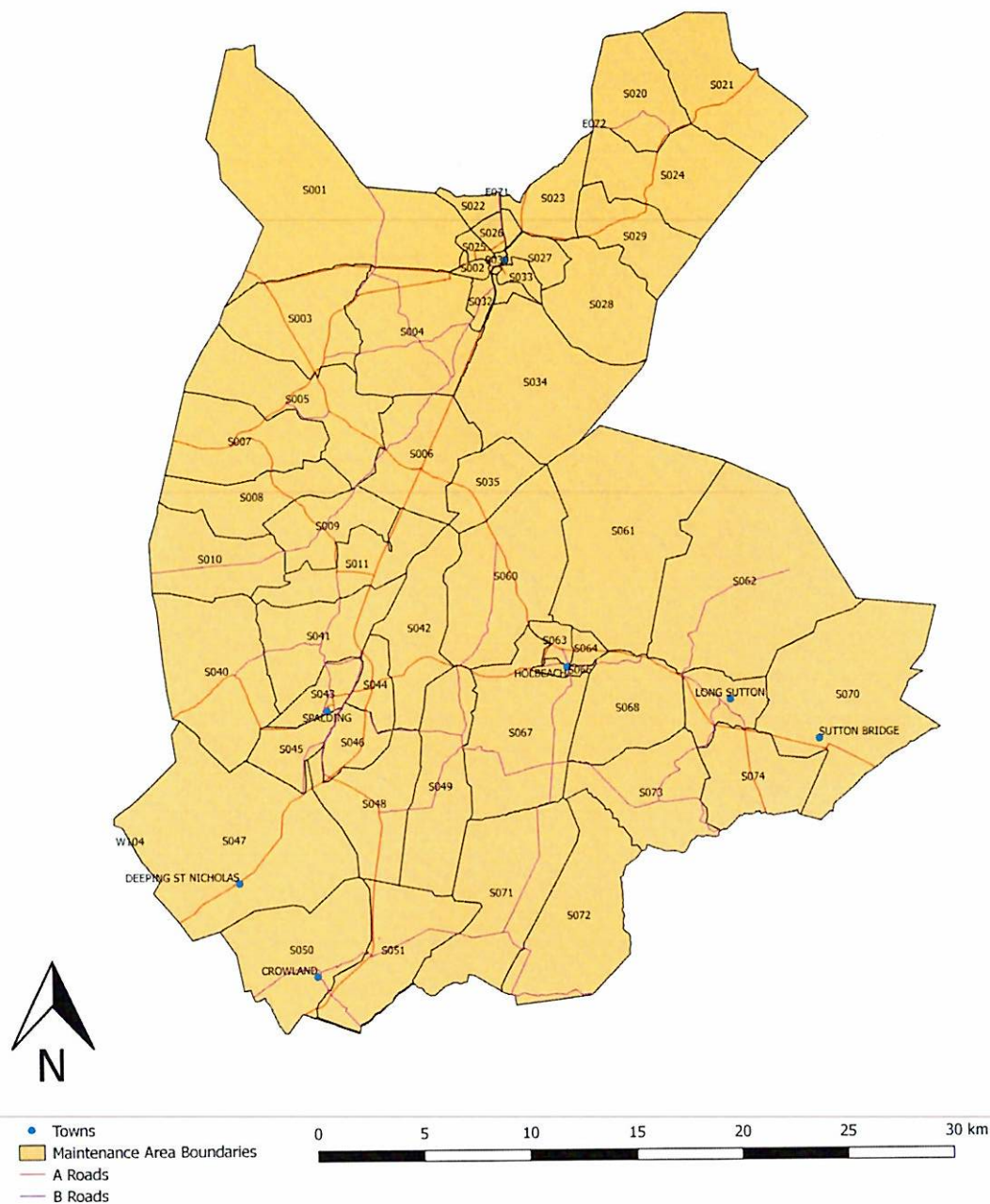
Local Highways Management Area East Parishes



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings

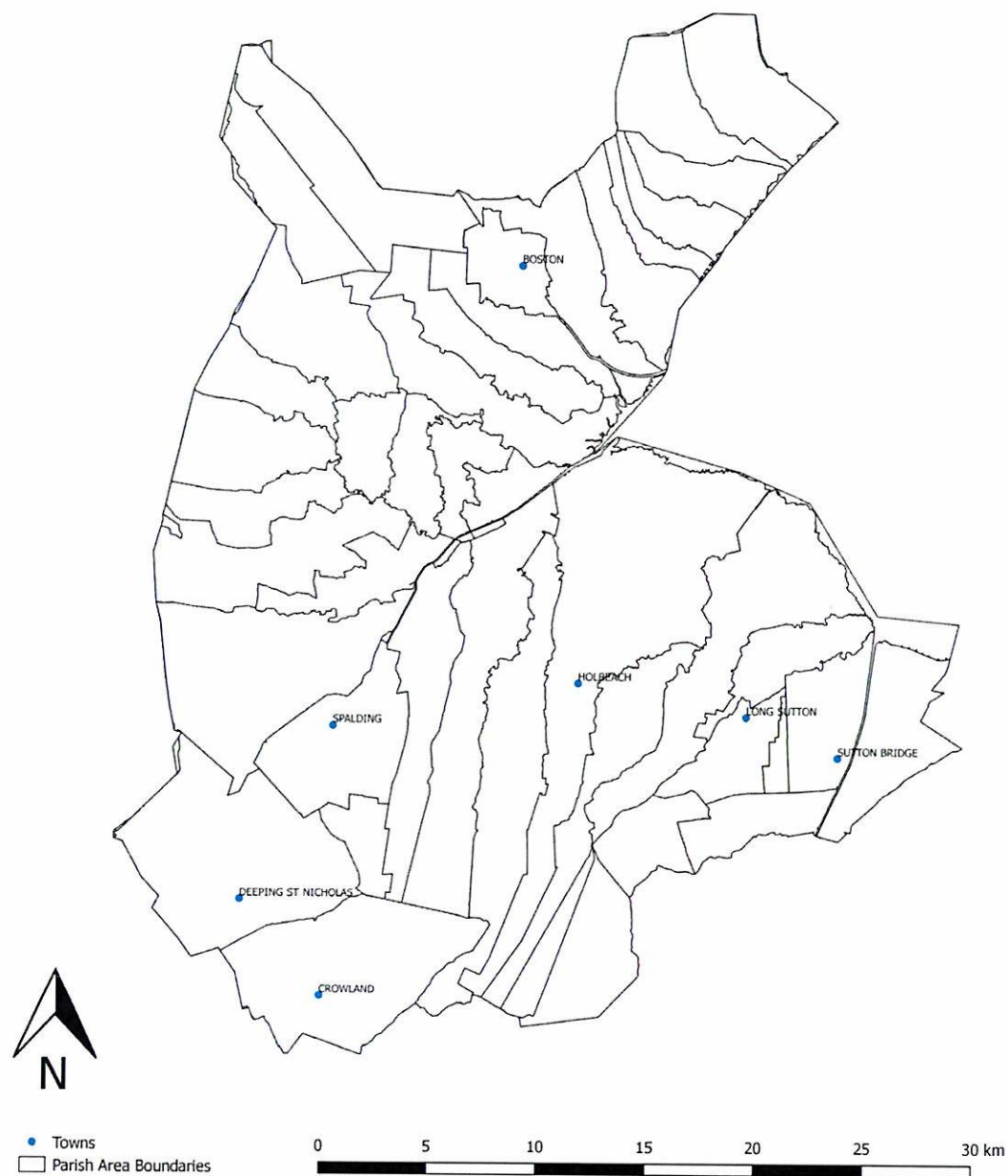
Local Highways Management Area South



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings

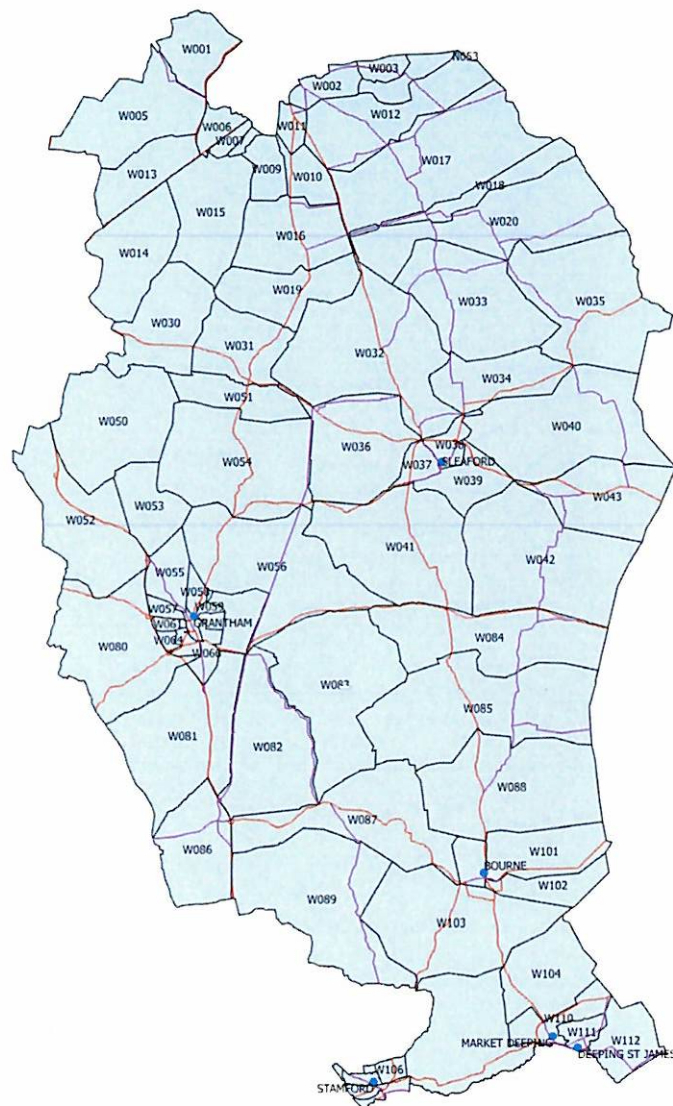
Local Highways Management Area South Parishes



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings.

Local Highways Management Area West



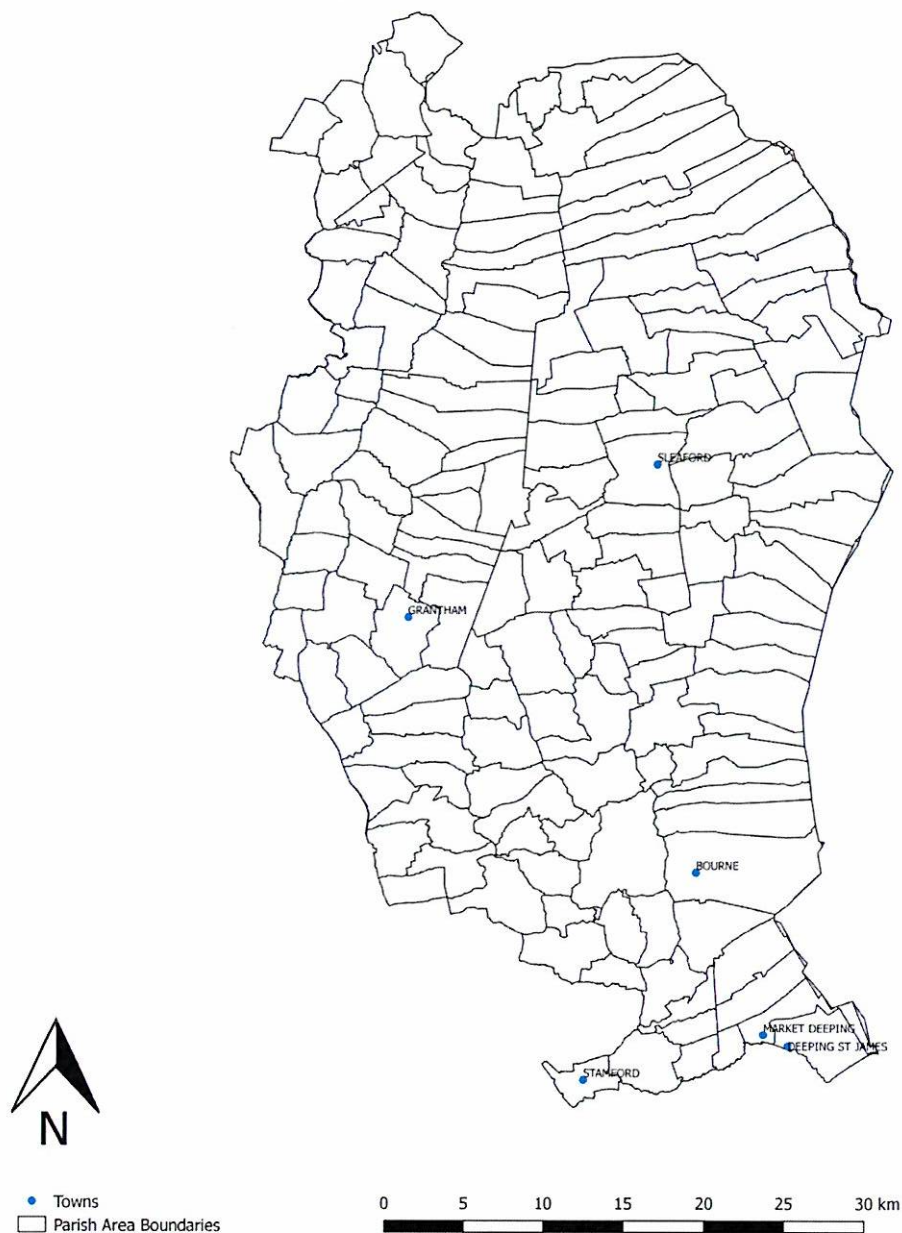
- Towns
- Maintenance Area Boundaries
- A Roads
- B Roads

0 5 10 15 20 25 30 km

LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings.

Local Highways Management Area South Parishes



LINCOLNSHIRE COUNTY COUNCIL - OS LICENCE 100025370

Reproduced from the OS Mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings.

SCHEDULE 3 – PREMISES TO BE PROVIDED BY THE CLIENT

Details of the Premises to be provided by the *Client* for the *Contractor's* use are detailed as follows:

If not detailed in the Lease or Licence, the Occupancy Dates are in accordance with the Service Period.

The form of the Leases and Licences to be entered into by the *Contractor* for each of the Premises to be provided by the *Client* are located in the data room.

Plans of the properties, are located in the data room.

With the exception of site visits, access will not be permitted before the *Starting Date*

1.0 Office accommodation provided by the Client

General Notes for Office Accommodation

a)	Expense for services (such as gas/electricity/heating oil/drainage) will be paid for by the Client unless specified otherwise within the relevant Licence.
b)	No health and safety issues known
c)	The Client's property offices are responsible for handling any maintenance issues not directly caused by the provider

1.1 The office accommodation to be provided by the Client is listed below:

Name	Address	Easting/ Northing	Details of any other users of the property, including rights of access	Touch down point
Lincoln Campus	Within LCC Campus County Offices Newland LN11YL	E - 497275 N - 371516	(desks to be provided for 2 staff – exact location not yet determined)	Guest passes

2.0 Depots provided by the Client

General Notes for Depots

a)	LCC Property Services will pay for services (such as gas/electricity/heating oil/drainage) with the provider paying for a Utility charge calculated by the Client as specified within the relevant Lease or Licence.
b)	No Health and Safety Issues known
c)	The Client's property offices are responsible for handling any maintenance issues not directly caused by the provider

2.1 The depots to be provided by the Client are listed below:

Name	Address	Easting/ Northing	Other License Restrictions?	Details of any other users of the property, including rights of access	Lease or License	Electricity Connection Information
Horncastle Depot	Hemingby Lane Horncastle LN9 5PN	E - 526185 N - 370250	Details not held	Highway Works Contractor – Balfour Beatty LCC – Highway Service LCC – Winter Service	Lease of Part	3 phase whole current supply with a maximum supply of 69kVA.

SCHEDULE 4 – CLIENT'S OBJECTIVES FOR THE SERVICE

The *Client's* objectives for the *service* are detailed as follows:

The Objectives of the Alliance have been set taking into account both the Strategic Objectives of the Highways Service and the Commissioning Strategies of Lincolnshire County Council, whilst also striving to work as partners to position ourselves at the forefront of the Highways Sector in terms of innovation and best practice.

The following Alliance objectives are directly linked to the combined Alliance Key Performance Indicators and individual contract Performance Indicators in order to maintain focus on these goals throughout the *service period* with each of the Partners:

1	Sustain and Grow Business and the Economy	Help Lincolnshire businesses to be the drivers of economic growth through supporting a climate in which they are able to invest, enhance their business performance, and offer attractive jobs to a skilled workforce.
2	Protect and Sustain the Environment	Protect, enhance and balance our environmental needs through the delivery of the <i>service</i> .
3	Sustain and Develop Prosperity through Infrastructure	Develop growth and prosperity through encouraging investment and enhancing the economic potential of Lincolnshire.
4	Promote Customer Focus	Improve the quality of service to the end users and improve the perception of all works completed on behalf of the Client. Keep members of the public informed proactively and reduce the volume of enquiries received into the Alliance.
5	Ensure Health and Wellbeing of the workforce and the public	Contribute to and improve the health and wellbeing of the population as a whole who use, work or live within Lincolnshire.
6	Ensure Highways Network Availability	Minimise the disruption to the wider public by taking reasonable measures to maintain network availability. Look to work collaboratively with other Partners, contractors, utility companies and consultants wherever possible.
7	Align Services and Asset Plan with Political Priorities	Assist the Client to deliver services to suit political priorities and deal with changes should and when they arise.
8	Ensure collaboration and partnership	Develop a successful culture within the Alliance Partners to foster positive, creative, innovative and sustainable working

	approach	relationships.
9	Maintain quality and consistency of services	Throughout the life of the <i>service</i> ensure that the level of enthusiasm and attention to detail is maintained. Ensure that the terms of the contract are delivered in full with any additional quality offers made as part of the original procurement process.
10	Innovate	Strive to continually improve the Alliance and the <i>service</i> it delivers by challenging established working practices with new methods, ideas and products. The <i>Client</i> will actively encourage the use of future technologies within the Contract in an effort to improve efficiencies and give added value to the work carried out. The <i>Contractor</i> is to be proactive in promoting such technologies and demonstrating the efficiencies that can be made.

In addition to the 10 objectives the *Client* would also like to:

The *Client* is committed to an Asset Management approach to Highway Maintenance and it should therefore be highlighted that the Client is committed to achieve and surpass all targets and objectives detailed within the Lincolnshire County Council:

Highways Asset Management Policy
Highways Asset Management Strategy
Highways Asset Management Plan

The *Client* is committed to continually improving Lincolnshire's National Highways & Transport Network (NHT) and Customer Quality Cost (CQC) Efficiency Network scores in comparison to other member authorities. The Client will work with all Partners to ensure this is a priority throughout the *service period*.

Collaborative business relationships have been shown to deliver a wide range of benefits, which enhance competitiveness and performance whilst adding value to the organisations involved. LCC have recognised these advantages and are striving to ensure that relationships which form the Alliance are enabled to maximise the potential benefits. To this end the Alliance is making use of the NEC suite of contracts facilitating a culture of mutual trust and co-operation and further linking all the contracts together using the X12 option for multiparty collaboration. The relationship will be accredited to ISO44001, giving a verified structure and transparency to our management, systems and processes between all Alliance parties. A strong emphasis on Health and Safety culture will be instilled across all areas of the Alliance coupled with an ongoing effort to drive down the environmental impact of the services we deliver. Risk and programme management form crucial contractual disciplines and aid delivery of the wider objectives.

The *Client* is committed to improving the level of information that is available to the public to keep them informed of activity on the network. Proactively updating information in the public domain will reduce enquiry volumes and improve service efficiency. The Provider is required to work with the *Client* to deliver and improve the availability of information throughout the *service period*.

The *Client's* objectives will be continually reviewed and updated throughout the *service period* and actioned through the Alliance Business Plan. All Partners will be expected to contribute to these objectives by taking actions to improve the Alliance to the mutual benefit of all Partners.

Further information can be found in the documents listed below provided in the data room:

Document	Data room
Highways Asset Management Policy Highways Asset Management Strategy Highways Asset Management Plan	Data Room
Lincolnshire's National Highways & Transport Network (NHT) and Customer Quality Cost (CQC) Efficiency Network annual report	Data Room

SCHEDULE 5 – LIMITATIONS ON ACCESS TO THE AREA NETWORK

The limitations on access to the Area Network are detailed as follows:

1.0 *Client's* Limitations on Access to the Area Network

The *Contractor* shall comply with the *Client's* policy on the implementation of the Traffic Management Act detailed in the Lincolnshire Highway Permit Scheme and provided in the data room.

The following events or activities are known to impact on the operation of the highway network, thus restrict the *Contractor* performing the service on the dates and extents described therein. This list is not complete and further events and activities restricting the *Contractors'* access to the highway network may be identified during the Service Period.

The Contractor should be aware that the all coastal routes in Lincolnshire are subject to restrictions from April to September.

Details of Specific Events that Prevent Access onto the Network

(Events which require extensive Traffic Management arrangements / No Road Works can take place)

Event	Extents over which the restriction will apply	Date/Duration
Various Major Events	Lincoln Brayford	All Year
Various Major Events	Lincoln Castle and Cathedral	All Year
Various Events	Lincoln High Street / Cornhill / City Square (pedestrian areas)	All Year
Various Major Events	Lincolnshire Showground	All Year
Various Major Events	Market Rasen Race Course	All Year
Belton Horse Trials	Grantham	April
Half Marathon	Grantham	April
David Lloyd Triathlon	Lincoln City / A57 / A46	April
10km Race	Morton	April
St Georges Day Parades	Various Towns / Lincoln City	April
British Superbikes	Cadwell Park	August
Raft Race	Deepings	August
1940's weekend	Lincoln City	August
Steampunk Festival	Lincoln City	August
East Kirkby Air show	Lincs Aviation Heritage Centre	August
1940's weekend	North Thoresby	August
Revesby Country Fair	Revesby	August
10km race	Sleaford	August
So Festival	Various Market Towns	August
LCFC Matches	Lincoln City	August to May
LCFC Matches	Lincoln City	August to May, weekends

		and Tuesdays
International Christmas Market	Lincoln City	December
Reindeer Parade	Lincoln City	December
Santa Fun Run	Lincoln City	December
Christmas Parades	Various – Lincoln / towns	December
Christmas Lights Switch on Events	Various towns around County and Lincoln City	December
10km / 2km races	Caistor	July
2km / 10km Races	Caistor	July
10 mile race	Heckington	July
Heckington Show	Heckington	July
Concert	Lincoln (Showground)	July
Show	Spilsby	July
Spilsby Show	Spilsby	July
3 and 5km races	Stamford	July
1940's Weekend	Woodhall Spa	July
RAF Families Day	Coningsby	July – every 2 years.
Carnival	Sutton on Sea	July/August
Downhill Challenge	Coleby	June
Carnival	Grantham	June
Lincolnshire Show	Lincoln (Showground)	June
Concert	Lincoln / A Roads (Showground)	June
Run for Life	Louth	June
Vintage Day	Louth	June
Carnival Parade	Pinchbeck	June
Parade of Floats	Stamford	June
Triathlon	Tallington	June
Carnival	The Deepings	June
10km Race	Woodhall Spa	June
Triathlon	Woodhall Spa	June
Lincoln 10km Race	Lincoln City	March
May Fair	Boston	May
Classic car Show	Bourne	May
Festival	Bourne	May
Rotary Club Run	Deeping	May
Steam and Country Show	Grantham	May
10km Race	Langtoft	May
Race for Life events	Lincoln (Showground)	May
Festival of Cycling – including International Grand Prix	Lincoln City / A57	May
Ride to the Dunes	Mablethorpe	May
5km Race	Market Rasen	May
Triathlon	Skegness	May
Half Marathon	Sleaford	May

Carnival Parade	Spalding	May
Bike Night	Spilsby	May
Country Show	Woodhall Spa	May
East Kirkby Firework Display/Air show	Lincs Aviation Heritage Centre	November
Remembrance Parades	Various around County	November
Christmas Moratoriums	Lincoln City and various towns	November and December
Half / Full Marathon	Mablethorpe	October
10km and Half Marathon	Swallow	October
Gravity Fields	Grantham	September
Wheels in the Field	Grantham	September
International Air Show	Lincoln (Scampton)	September
Half Marathon	Lincoln City	September
PRIDE festival	Lincoln City	September
10km race	Market Rasen	September
Tough 10	Market Rasen	September
Equinox Festival	Wyham / Ludborough	September
Victorian Market	Louth	September / October
Burghley Horse Trials	Stamford	September / October

2.0 Other highway authority's limitations on access to the Area Network

When working on other highway authority's highway network, the *Contractor* complies with the relevant highway authority's procedures for complying with the Traffic Management Act. These procedures can be obtained from the relevant highway authority.

3.0 Special Requirements for Statutory Undertakers

The East Midlands Highways & Utilities Committee (EMHAUC) provides contact details for Statutory Undertakers who operate in Lincolnshire.

The *Contractor* complies with all special requirements of Statutory Bodies whether or not set out below.

SCHEDULE 6 – CLIENT'S AND OTHER'S POLICIES

The *Contractor* will comply with the *Client's* policies detailed in the documents listed below and provided in the data room.

Where the Contractor has their own policy, which is also covered by a Client's policy, the Contractor shall ensure their policy meets with the requirements of the Client's policy as minimum.

Document	Data room location
Handling Complaints and Customer Care	Data Room
Code of Conduct	Data Room
Working in Conservation Areas etc. as listed in schedule 2.	Data Room
Health and Safety Policy.	Data Room
Highways Asset Management Policy	Data Room
Inspection Policies (Covered in Highways Asset Management Plan)	Data Room
Emergency Response Policy (Covered in Highways Asset Management Plan)	Data Room
Winter Maintenance Plan	Data Room
Trade Union Recognition	Data Room
Trade Union List	Data Room
Trade Union Duties and Activities	Data Room
Lincolnshire Highway Permit Scheme	Data Room
Equality and Diversity in Employment	Data Room
Conservation Areas	Data Room
Core Values and Behaviours	Data Room
Street Lighting Policy	Data room

HGD 1 Highways Guidance Documents	Data room
HGD 9.1 Countryside Accessibility Guide	Data room
HGD 4.1 Works affecting Traffic Signals	Data room
HGD 4.7 Compliance with the LCC Technical Guidance Document for Road Marking Installations	Data room
HGD 4.8 Compliance with the LCC Technical Guidance Document for Traffic Sign Installations	Data room
HGD 2.5 Traffic Management at Road Works	Data room
Traffic Signals Design Guide	Data room

The *Contractor* will comply with Others' policies detailed in the documents listed below and provided in the data room:

Document	Data room location

SCHEDULE 7 – STAFF COMPETENCY AND TRAINING

The *Client's* requirements for the competency and training of staff involved in Providing the Service are detailed as follows:

1.0 Staff competency

All staff will have the following training:

- Health & safety Induction
- Quality management procedures
- Equality and diversity
- Customer care
- Conflict resolution
- Access to the highway training and CSCS accreditation
- Supervisors and Operatives working on the Highway should have the appropriate Streetworks Accreditation as required by Section 67 of the NRSWA 1991
- And have access to continual professional development

The *Contractor* will ensure all their staff engaged in delivering the *service* (including works involving *Contractor* design) can demonstrate appropriate competencies for the task they are undertaking, in accordance with the Lincolnshire County Council Traffic Signals Specification.

The design staff will be engaged on a task order basis as directed by the *Service Manager* throughout the Service Period. CVs will be provided for all staff above as indicated.

2.0 Training

For the purpose of this section, the following definitions apply:

- A "Person-week" is the equivalent of one person working one normal working week either in the Affected Property or through a mix of work in the Affected Property and training elsewhere.
- "Recruitment and Training Method Statement" is the document prepared by the *Contractor* showing how it will comply with its recruitment and training obligations under this contract.
- A "Small Business" is an organisation with fewer than fifty employees.

- A “Social Enterprise” is a business with primarily social objectives whose surpluses are principally reinvested for that purpose in the business or the community, rather than being driven by the need to maximise profit for shareholders and owners.
- A “Trainee” is a person who is undergoing formal job related training.
- A “Work Placement Person” is a person engaged on a relevant vocational training programme that is seeking unpaid experience in the Affected Property.

2.1 Joint training initiatives

The *Contractor* will undertake the following joint training exercises in respect of the fulfilment of the *service* or to increase awareness of policies and procedures throughout the Service Period and repeated at such times as stated:

Training required	Timing/Frequency
Contract Induction, <i>Client</i> objectives and agreed working practices	At contract commencement and for all new starters
Explanation of joint and separate system functionality	Annually and to all new starters picking up changes in the <i>service</i> for the coming year
Safety Talks – Subject to reflect common recorded safety failings	As required unless directed otherwise by the <i>Service Manager</i>
As defined in the Specification (S 1805)	Annually or on a Programme basis.
Cultural Workshop (all Alliance Parties)	At contract commencement and for all new starters

The following types of joint training initiatives are likely to occur throughout the contract period for which the *Client* is not able to plan the scope of any training required.

- Changes in legislation enabled by the Health and Safety at Work Act
- Changes in *Client* policies that affect the delivery of the *service* by the *Contractor*
- Changes that affect the delivery of the service by the Contractor

2.2 Recruitment and Training Method Statement

- The *Contractor* submits a first Recruitment and Training Method Statement to the *Service Manager* for acceptance within 2 months following the *starting date*.
- The *Contractor* shows on each Recruitment and Training Method Statement the following information

Competency of existing staff and target levels for all staff involved in Providing the Service. As a minimum it should set out proposed targets and objectives for the following key areas:

- Work trials and interview guarantees
- Pre-employment training
- Apprenticeships
- Vocational training
- Work experience (14-16 years, 16-19 years and 19+ years)
- School, college and university site visits
- Construction Skills Certification Scheme (CSCS) cards
- Training and development towards professional qualifications
- Leadership and management training
- In-house training schemes

Current vacancy rates and recruitment targets for staffing roles required in Providing the Service.

- The *Contractor* develops working methods and where necessary secures Subcontractor co-operation to achieve the recruitment and training requirements in accordance with the Recruitment and Training Method Statement.
- Within two weeks of the *Contractor* submitting a Recruitment and Training Method Statement to the *Service Manager* for acceptance, the *Service Manager* either accepts the Recruitment and Training Method Statement or notifies the *Contractor* of its reasons for not accepting it. A reason for not accepting a Recruitment and Training Method Statement is that
 - it is not practicable or
 - it does not comply with this Scope.

2.3 Revising the Recruitment and Training Method Statement

The *Contractor* submits a revised Recruitment and Training Method Statement to the *Service Manager* for acceptance

- within the *period for reply* after the *Service Manager* has instructed the *Contractor* to,
- when the *Contractor* chooses to and, in any case,
- at the intervals of no more than 12 months.

2.4 Supply-chain initiatives

The *Contractor* uses reasonable endeavours to provide opportunities for Small Businesses and Social Enterprises.

Traffic Signals Contractor's staff skills

The Contractor will be required to provide competent staff in sufficient numbers to adequately service the workload in the contract in line with the general principles in the table below:

Traffic Signal Skills and Knowledge	Senior Engineer	Engineer	Senior Installer	Installer
Sector 8 Accreditation (incl. NRSWA, G39, ECS)	Essential	Essential	Essential	Essential
GCSE's in English, Maths & Sciences.	Desirable	Desirable	Desirable	Desirable
HNC or ONC in electrical / electronic subjects.	Desirable	Desirable		
Good Electrical knowledge	Essential	Desirable	Essential	Desirable
Basic electrical knowledge.		Essential		Essential
Detailed understanding of traffic signal site installation and theory	Essential	Desirable	Essential	Desirable
Understanding of traffic signal site installation and basic theory		Essential	Essential	Essential
Knowledge of controllers and equipment	Essential	Essential	Desirable	Desirable
Use of computers (Word/Excel).	Essential	Essential	Desirable	Desirable

Driving Licences:

All site-based operatives must competent and hold the appropriate UK driving licence for the type of vehicles that will be used on this contract.

SCHEDULE 8 – CLIENT'S MANAGEMENT PROCEDURES

A - Management of the Service

A1 - Management Team

The *Client's* proposed management structure and procedures for the contract are detailed as follows:

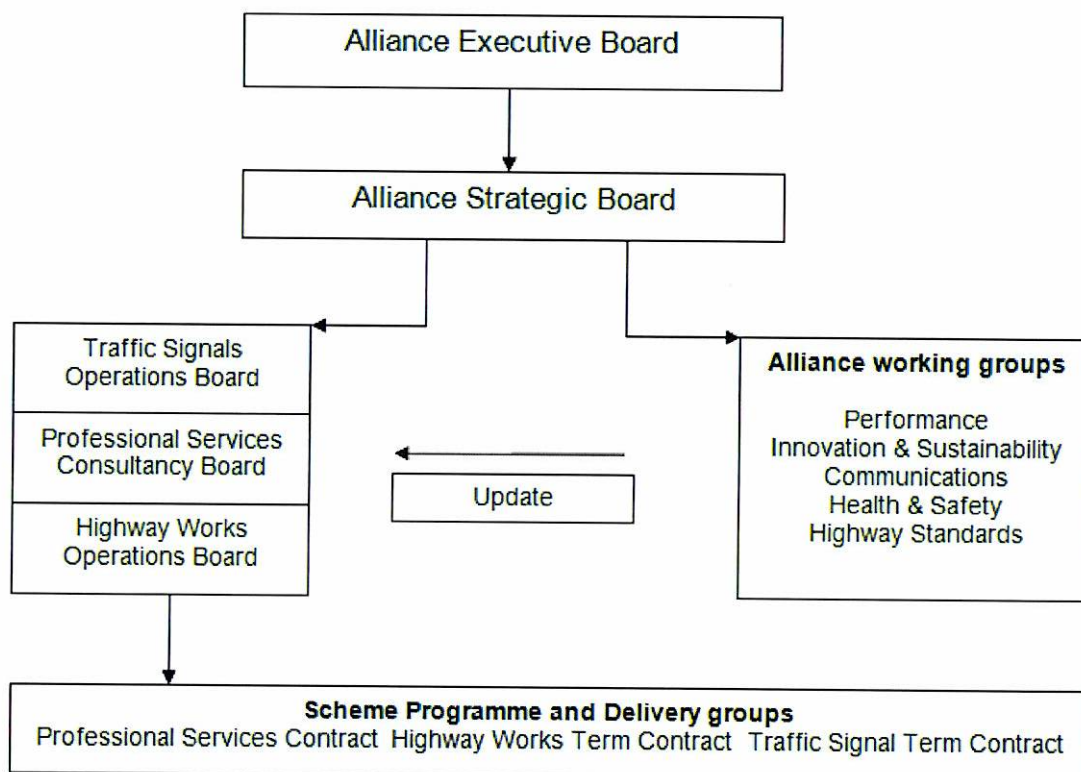
Proposed Management Structure and Procedures for the contract

Central to the success of the Highways Alliance are commitment to a joint vision and objectives, effective communications, an understanding of operational processes and forums to identify and drive continuous improvement.

The management structure is jointly developed by each of the Alliance Partners together with the *Client*. For the purposes of management during the mobilisation period the following structure is used. This structure forms the basis of the future management structure.

A five-level management structure is proposed, consisting of an Alliance Executive Board, Alliance Strategic Board, an Operations / Consultancy Board for each specific contract, Alliance Working Groups and Task Order Groups.

Additional Working Groups are created by the Alliance Executive Board, Alliance Strategic Board or Operations / Consultancy Board when required.



Management Structure

Time spent by the *Contractor's / Consultant's* staff on the various management teams is paid for out of the preliminaries / steady state management as overheads.

Issues with the operation of the contract are dealt with as follows:

- Day to day issues – resolved via the Programme, Delivery & Task Order groups via the relevant Contract Manager,
- Works Order issues – taken to the Specific Task Order Groups via the relevant Contract Manager,
- Operational issues – taken to the Operations / Consultancy Board via the *Service Manager*
- Strategic issues – taken to the Alliance Strategic Board via the *Service Manager*, and
- Strategic issues (un-resolved) – escalated to the Alliance Executive Board via the *Service Manager*

Alliance Executive Board

The Alliance Executive Board has senior members from both the *Client* and the *Contractors' / Consultant* to represent the interests of the Parties in respect of the strategic requirements for the delivery of the *service*.

If any person is unavailable the Party nominates an alternative and notifies the other.

The *Client's* representatives on the Alliance Executive Board are of the level and responsibility equivalent to the Chief Operating Officer, a Councillor (Cabinet portfolio holder) or the Planning and Environment Commissioner, and are able to make decisions on the coverage of or variation to the contract.

The *Contractors' / Consultant's* representatives on the Alliance Executive Board are of the level and responsibility equivalent to that of the *Client's*.

The Alliance Executive Board monitors overall performance of the Alliance and establishes future policies and strategies and considers when unacceptable performance issues are escalated. The Alliance Executive Board monitors input and performance into formulating the overall Annual and Medium-Term Plans. It is anticipated that the Alliance Executive Board meets half yearly.

The members of the Alliance Executive Board act in a spirit of mutual trust and co-operation.

Purpose

The functions of the Alliance Executive Board include:

- Provide the Alliance with a strategic review and directional steer,
- Take ownership of and commitment to the success of the Alliance,
- Performance monitoring,
- Provide the mechanism through which the *Client's* strategic objectives are actioned via delivery of this *service*,
- Provide a link to Lincolnshire County Council Executive,
- Ultimate responsibility for performance management,

- Take a strategic view of the impact of relevant issues affecting the Parties,
- Oversee and promote the Annual and Medium-Term Plan and Target Prices,
- Oversee and review the contract Risk and Opportunity Register,
- Propose changes to the contract where this is in the interests of deriving best value,
- Drive effective performance management throughout the range of services,
- Stimulate continuous improvement in service planning and delivery,
- Champion effective working relationships between the Parties and with other stakeholders,
- Review operational delivery and drive a "no compromise" culture to Health and Safety throughout the organisation alongside promoting sustainability,
- Identify, recruit, develop and retain competent resources to meet the evolving needs of the service and
- Monitor achievement against defined programmes and milestones and ensure timely action to implement improvement.

Terms of Reference

- To ensure that the strategic direction of the Alliance contributes to the partners' priorities,
- To oversee and monitor the Annual and Medium-Term Plans with respect to:
 - the Alliance strategy
 - the long-term objectives targets,
- To instigate and review annual revisions to the Annual and Medium-Term Plans,
- To oversee and promote organisational developments to maximise the benefits of the Alliance,
- To approve strategic changes to the Alliance,
- To approve changes to the contract,
- To ensure the delivery of quality services,
- To promote the Alliance to the *Client's* authority and the wider population,
- To provide staff development opportunity and
- To scrutinise the results of management of the Alliance Strategic Board.

Suggested Agenda

- Minutes and matters arising,
- Health and Safety,
- Review/revision of strategic statements,
- Review/revision of Alliance targets,
- Review of contract performance,
- Sanction and direct outputs from Operations / Consultancy Board and any Working Groups established by the Strategic Board,
- Innovation and Improvement,
- Receive presentations or demonstration of proposed or new Alliance initiatives,
- Direct and monitor the Alliance Strategic Board in the development of possible new initiatives or dealing with pressures,
- Review and instruct on referrals from / to Alliance Strategic Board,

- Annual and Medium-Term Programme updates and
- Ensure compliance with all agreed Alliance practices and procedures.

Alliance Strategic Board

The Alliance Strategic Board will be responsible for Alliance operational matters and strategic matters escalated from the contract specific Operations / Consultancy Board. It will develop the partnering relationship, the implementation of a continuous improvement programme and monitoring of performance as well as delivery of allocated schemes through the Annual and Medium-Term Plans. It is anticipated that the group will meet initially monthly moving to four times a year once the contract has become established. The formal meetings will deal with general management issues and overall programme. Other meetings will be held to suit needs generated by the programme.

The Alliance Strategic Board has senior members from both the *Client* and the *Contractor / Consultant* to represent the interests of the Parties in respect of the operational requirements for the delivery of the *service*.

If any person is unavailable the Party nominates an alternative and notifies the other.

The *Client's* representatives on the Alliance Strategic Board are of the level and responsibility equivalent to the Highway Asset Manager or the Infrastructure Commissioner and are able to make decisions on the coverage of or variation to the contract.

The *Contractor's / Consultant's* representatives on the Alliance Executive Board are of the level and responsibility equivalent to that of the *Client's*.

The Annual and Medium-Term Plans are developed or updated annually. The process broadly follows the same pattern each year but is subject to changing *service* needs. The *Contractor / Consultant* appoints Contract Managers who work closely with the *Service Manager* or the *Service Manager's* appointed delegates to develop and implement an on-going action plan to create and maintain the management structure, working practices and performance measurement systems and to establish the working relationships necessary to achieve all the stakeholders' aspirations; all embedded within the plans.

The members of the Alliance Strategic Board act in a spirit of mutual trust and co-operation.

Purpose

The functions of the Alliance Strategic Board include:

- Provide the Alliance with a management review and directional steer,
- Performance monitoring,
- Provide the mechanism through which the *Client's* strategic objectives are actioned via delivery of this *service*,
- Regularly report to the Alliance Executive Board
- Manage escalated issues from the Alliance Working Groups and the contract specific Operations / Consultancy Board,
- Take a view of the impact of relevant issues affecting the Parties,
- Develop and promote the Annual and Medium-Term Plan and Target Prices,
- Monitor and review the contract Risk and Opportunity Register,

- Propose changes to the contract where this is in the interests of deriving best value,
- Drive effective performance management throughout the range of services,
- Stimulate continuous improvement in service planning and delivery,
- Champion effective working relationships between the Parties and with other stakeholders,
- Review operational delivery and drive a “no compromise” culture to Health and Safety throughout the organisation alongside promoting sustainability,
- Identify, recruit, develop and retain competent resources to meet the evolving needs of the service and
- Monitor achievement against defined programmes and milestones and ensure timely action to implement improvement.

Terms of Reference

- To ensure that the direction of the Alliance contributes to the partners' priorities,
- To monitor the Annual and Medium-Term Plans with respect to:
 - the Alliance strategy
 - the long-term objectives targets,
- To instigate and review annual revisions to the Annual and Medium-Term Plans,
- To oversee and promote organisational developments to maximise the benefits of the Alliance,
- To approve strategic changes to the Alliance,
- To approve changes to the contract,
- To ensure the delivery of quality services,
- To promote the Alliance to the *Client's* authority and the wider population,
- To provide staff development opportunity and
- To scrutinise the results of management of the Operations / Consultancy Board and Programme and Delivery Groups and revise targets.

Suggested Agenda

- Minutes and matters arising,
- Health and Safety,
- Review/revision of strategic statements,
- Review/revision of Alliance targets,
- Review of contract performance,
- Sanction and direct outputs from Operations / Consultancy Board and any Working Groups established by the Alliance Strategic Board,
- Innovation and Improvement,
- Receive presentations or demonstration of proposed or new Alliance initiatives,
- Direct and monitor the Operations / Consultancy Board in the development of possible new initiatives or dealing with pressures,
- Review and instruct on referrals from/to Operations / Consultancy Board,
- Annual and Medium-Term Plan updates and
- Ensure compliance with all agreed Alliance practices and procedures.

Operations / Consultancy Board

The Operations / Consultancy Board is responsible for Alliance operational matters. It develops the partnering relationship, the implementation of a continuous improvement programme, monitors performance and allocates schemes through the Annual Plan.

If any person is unavailable the Party nominates an alternative and notifies the other.

It is anticipated that the Operations / Consultancy Board meets initially monthly moving to four times a year once the contract has become established. The meetings deal with general management issues and overall programme. Additional meetings are held to suit the needs of the programme.

Purpose

- Provide the management, control and monitoring of the partnership,
- Debate, agree to and take ownership of the strategies, standards and policies for the partnership,
- Act as point of reference for the Alliance Strategic Board,
- Develop, monitor and review the Annual and Medium-Term Plans,
- Monitor Performance of CPM's,
- Regularly report to the Alliance Strategic Board,
- Manage compliance with the Traffic Management Act,
- Provide geographic and specialist representation for local priorities,
- Proactive agreement of high-level budgets and programmes,
- Ensure collaboration and project delivery complying with programme, brief and Task Orders,
- Management of specialist's processes, procedure and performance (such as specialist Subcontractors' works etc.),
- Manage, administer and operate the *service*,
- Ensure that changes are managed in accordance with the contract,
- Administer all change referrals from the Alliance Strategic Board,
- Monitor changes and report results to the Alliance Strategic Board,
- Review, manage and monitor performance of the delivery,
- Promote the development and improvement of the partnership and Alliance,
- Consider, prioritise and approve business cases for developments to be included within the Annual and Medium-Term Plans,
- Develop, publish and own the Medium-Term Plan in line with the *Client's* strategic direction and policies,
- Monitor implementation and compliance with the *Client's* agreed strategies, standards and policies within schedule 6,
- Implement and monitor a risk management regime throughout the partnership,
- Review, approve and monitor "Continuous Improvement" initiatives,
- Discuss and escalate issues to the Alliance Strategic Board as appropriate,
- Align partnership to the *Client's* initiatives,
- Promote the partnership and Alliance to the elected members of the *Client's* authority, public and other bodies,
- Co-ordinate staff development and
- Review contract administrative process and procedure.

Suggested Agenda

- Health and Safety,
- Minutes and matters arising,
- Alliance management and working,
- Referrals from/to the Alliance Strategic Board,
- Referrals from/to Specific Task Order Groups and Working Groups established by the Operations / Consultancy Board,
- Monitor performance within the partnership
- Operational Issues,
- Reports on specific Task Order projects and programmes,
- Monitor compliance with Annual and Medium-Term Plans,
- Report findings to the Alliance Strategic Board,
- Items from previous meetings (progress reports) and
- Recommend partnership and Alliance developments to the Alliance Strategic Board for approval.

Scheme Programme and Delivery groups

Programme and Delivery Groups will be established and will be charged with the efficient delivery of either large schemes or packages of minor schemes that in combination achieve the goals of the Alliance. Specific Scheme Programme and Delivery Groups are also responsible for contract compliance and budget and programme control.

These Specific Scheme Programme and Delivery groups oversee the delivery of the work instructed in the Task Order.

Purpose:

- Provide the Asset Management, budgetary, programme, delivery and performance control of the Alliance,
- Provide the management of the process and procedure for the individual Task Order,
- Regularly report issues to the Operations / Consultancy Board,
- Control and ensure compliance of Task Order programmes with the Traffic Management Act,
- Provide link to Operations / Consultancy Board regarding day-to-day operational running of the Alliance,
- Provide the operational management of budgets and programmes and
- Provide asset management of the Alliance including forward programme and *Client* funding.

Terms of Reference

- Implement agreed changes,
- Action all change referrals from the Operations / Consultancy Board,
- Formulate initiatives to promote the development and improvement of the Alliance,
- Promote business cases for developments to be included in the Annual and Medium-Term Plans,
- Implement and ensure compliance with agreed strategies, standards and policies,
- Operate a risk management regime throughout the Alliance,

- Implement Continuous Improvement initiatives,
- Discuss and escalate issues to the Operations / Consultancy Board as appropriate,
- Assist the Operations / Consultancy Board in the promotion of the Alliance to the elected members of the *Client's* authority, public and other bodies,
- Promote and implement staff development and
- Implement changes to the contract administrative process and procedure.

Suggested Agenda

- Minutes and matters arising,
- Health and Safety,
- Alliance management and working,
- Referrals from/to the Operations / Consultancy Board,
- Monitor resources, quality and delivery against agreed programme and report to Operations / Consultancy Board,
- Control programme and budgetary issues/ operational issues,
- Project reports to the Operations / Consultancy Board,
- Items from previous meetings (progress reports),
- Manage specialist processes Task Orders and delivery and
- Recommend Alliance developments to Operations / Consultancy Board for approval.

Working Groups and Alliance Working Groups

Working Groups are established as required by the Strategic Board or Operations / Consultancy Board in order to deal with on-going or specific issues or topics.

The initial Alliance Working Groups will be initially formed as follows:

- **Innovation and Sustainability**
- **Performance**
- **Communications**
- **Health & Safety**
- **Highway Standards**

Purpose

This is defined prior to the establishment of each Working Group, by the Strategic Board or Operations / Consultancy Board as appropriate.

The Alliance Working Groups

- **Innovation and Sustainability** – Pursue and develop innovative techniques within the Alliance. Share best practice and innovative techniques within the industry to ensure best value is achieved by all Parties.
- **Performance** – Monitor and report CPM for all measures and metrics within the Alliance. Set new measures and targets to reflect performance.
- **Communications** – Formulate communication strategies and implement them across the Alliance to improve stakeholder perception.
- **Health and Safety** – Monitor Health and Safety performance across the Alliance contracts. Develop and implement best practice.

- **Highway Standards** – Monitor construction performance and quality standards on the Highway.

Terms of Reference and Agenda

If not set by the Strategic Board or Operations / Consultancy Board, the first meeting of the specific Working Group agrees terms of reference and the agenda both of which are referred back to the appropriate board for approval.

The Alliance Working Groups

- Incorporate and operate contractual change(s) and variation(s) referrals from the Alliance Strategic Board,
- To assist in ensuring compliance with agreed strategies, standards and policies,
- Discuss and escalate issues as appropriate to the Alliance Strategic Board,
- Inform and update the relevant Operations / Consultancy Board
- To identify areas which will assist the Strategic Alliance Board in the promotion of the Alliance to the Council, Public and other Bodies,
- To identify training opportunities for staff development,
- To initiate and discuss changes to the Contract and Procedure.

A2 - Communication Procedures

The *Client's* proposed communication procedures for the contract are detailed as follows:

Communication Procedures

Who

Those *Client* representatives who have been delegated authorities and duties by the *Service Manager* are detailed in Schedule 8 A4. Only contractual communications within these definitions may be accepted by the *Contractor*. Changes to these roles will be notified in accordance with Clause 14.2.

Representatives of the *Contractor* will be identified within the mobilisation period during which time detailed review of Schedule 8 A4 will be undertaken to ensure agreed systems meet the requirements of the Alliance.

When

The timescales for communication and the *period for reply* are defined by the *conditions of contract* or detailed elsewhere within this Scope.

How

The Confirm asset management system will be used by both *Client* and *Contractor* for the following types of Task Order related Communication.

- Instruction
- Notification
- Submission
- Acceptance

Where a certificate is required, the Service Manager will issue in an agreed format to meet the requirements of the *conditions of contract* and this Scope. Where the event is related to the whole *Service*, rather than a task order, communication will be via email and must always be copied to service.manager@lincolnshire.gov.uk as well as the desired recipient as identified in Schedule 8 A4.

All other communications must be in accordance with the *conditions of contract*.

Communication System

The Contractor shall comply with the requirements of the Lincolnshire Traffic Signals Specification Clause 4022

A3 - Meetings

The meetings that the *Contractor's* representatives are to attend as part of Providing the Service are detailed as follows:

Contracts	Meeting Name	Frequency	Expected Duration	Grade of attendee required
Highway Works Traffic Signals Professional Services Together	Alliance Executive Board	3 monthly	2 hours	Service Director / Senior Management
Highway Works Traffic Signals Professional Services Together	Alliance Strategic Board	2 monthly	2 hours	Lincolnshire Contract lead
Highway Works	Operations Board	Monthly	2 hours	Lincolnshire Contract lead
Traffic Signals	Operations Board	Monthly	2 hours	Lincolnshire Contract lead
Professional Services	Consultancy Board	Monthly	2 hours	Lincolnshire Contract lead
Highway Works Traffic Signals Professional Services Together	Performance Group	Quarterly	2 hours	Manager

Highway Works Traffic Signals Professional Services Together	Health & Safety Group	Quarterly	2 hours	Manager
Highway Works Traffic Signals Professional Services Together	Innovation Group	6 monthly	2 hours	Manager
Highway Works Traffic Signals Professional Services Together	Highway Standards Group	6 monthly	2 hours	Manager

Programme and Delivery Groups

Asset Management team meetings
Local Highway team meetings

Other

Highways Commercial meeting
Traffic Signals Commercial meeting
Design Services Commercial meeting

Contracts	Meeting Name	Frequency	Description	Expected Duration	Grade of attendee required
Traffic Signals	Traffic Signals Commercial Meeting	Monthly	Considers all matters relating to managing the Contract on a day-to-day basis and includes programme overview, finance,	2 – 3 hours	Regional Manager and Local Agent

			staffing, training, compliance with performance indicators, service planning, Health and Safety.		
Traffic Signals	Traffic Signals Task Orders Meeting	Weekly	To discuss issued and planned task orders in detail including detailed programmes for individual schemes and jobs plus any issues regarding costs and content of works orders.	1 – 2 hours	Local Agent

A4 - Delegation of Powers – Service Manager

The actions that will be delegated from the *Service Manager* to the *Service Manager's* staff, at the commencement of the contract are detailed in the table below.

The *Service Manager's* delegated functions will be reviewed and amended as required by the *Client* during the *Service Period*

Clause	Description	Action of Service Manager	Traffic Signals (Overall Service)	Traffic Signals (Task Orders)
10	Actions	Service Manager shall act as stated in this contract and in a spirit of mutual trust and co-operation.	All	All
11.2 (1)	Accepted Plan	Service Manager accepts the Accepted Plan.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator
11.2 (5)	Defect	Service Manager determines what is a defect.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
11.2 (24)	Disallowed Cost	Service Manager decides which costs are disallowed.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance	N/A

Scope Schedule 8 – Client's Management Procedures

			Manager	
11.2 (6)	Early Warning Register	Service Manager notifies an early warning.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
13.3	Period for reply	Service Manager replies to communication from Contractor within this period unless otherwise stated in these conditions of contract.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
13.4	Acceptance of submissions by Contractor	Service Manager may withhold acceptance if more information is needed in order to assess the Contractor's submission fully.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
13.5	Extension of period for reply	Service Manager may agree an extension with the Contractor and then notifies the Contractor.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager

				Principal Engineers Traffic Signals Senior Engineer
13.6	Communications	Service Manager issues the Service Manager's certificates to the Client and the Contractor.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
13.8	Withholding acceptance of submission by Contractor	Service Manager may withhold acceptance of a submission by the Contractor.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	N/A
14.2	Delegation	After notifying the Contractor, Service Manager may delegate any of their actions and may cancel any delegation.	Head of Highways Client	N/A
14.3	Changes to the Scope, a Task or the Affected Property	Service Manager may give instruction to Contractor which changes the Scope, a Task or the Affected Property.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers Traffic Signals Senior Engineer
14.4	Replacement of Service Manager	Service Manager may be replaced by Client after Client notifies Contractor.	Assistant Director - Highways	N/A

15.1	Notification of Early Warning	The Contractor and the Service Manager give an early warning by notifying the other as soon as either becomes aware of any matter which could increase the total of the Prices, interfere with the timing of the service or impair the effectiveness of the service. The Service Manager enters early warning matters in the Early Warning Register.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
15.2	Attendance at early warning meetings	Service Manager may instruct the Contractor to attend. Service manager may instruct other people to attend if the Contractor agrees.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
15.4	Record of early warning meeting decisions	Service Manager revises the Early Warning Register to record the decisions made at each early warning meeting and issues the revised Early Warning Register to the Contractor within one week of the early warning meeting. If a decision needs a change to the Scope, the Service Manager instructs the change at the same time as the revised Early Warning Register is issued.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
17.1	Ambiguities and inconsistencies	Service Manager notifies the Contractor as soon as the Service Manager becomes aware of these in or between the documents which are part of contract. Service Manager states how they should be resolved.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers

17.2	Illegal or impossible requirements	Service Manager gives instruction to change the Scope appropriately if, after notification by Contractor, the Service Manager agrees requirements are illegal or impossible.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
20.3	Providing the Service	The Contractor advises the Service Manager on the practical implications of the Accepted Plan and on subcontracting arrangements. By implication, this advice is taken into account by the Service Manager when assessing the Plan.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principle Engineers
20.4	Providing the Service	Service Manager consults with the Contractor so that the Contractor can prepare forecasts of the total Defined Cost for the whole of the service. The Contractor submits these forecasts to the Service Manager.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	N/A
31.1	Contractor's plan	Service Manager accepts a plan submitted by the Contractor within the period stated in the Contract Data if a plan is not identified in Contract Data.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	N/A
31.3	Acceptance of Contractor's plan	Service Manager notifies the Contractor of the acceptance of the plan or the reasons for not	Head of Highways Client Client and Contract Manager	N/A

Scope Schedule 8 – Client's Management Procedures

		accepting it. The various reasons for non-acceptance are set out in the clause.	Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	
32.1	Revising the Contractor's plan	Service Manager may instruct the Contractor to submit a revised plan.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	N/A
21.1	Design of Equipment	Service Manager may instruct the Contractor to submit particulars of the design of an item of Equipment to the Service Manager for acceptance. Reasons for non-acceptance are given in the clause.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
22.1	Key person	Service Manager accepts any replacement to any key person named stated in the Contract Data. Reason for non-acceptance is given in the clause.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	N/A
22.2	Removal of a person	Service Manager may, having stated the reasons, instruct the Contractor to remove a person. The Contractor then arranges that, after one day, the person has no further connection with the work included in the contract.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager	N/A

			Target Cost and Performance Manager	
23.2	Working with the Client and Others	Service Manager assesses any cost incurred by the Client as a result of the Contractor not providing the services and other things which it is to provide.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager
24.2	Acceptance of Subcontractor	Service Manager accepts or rejects of each proposed named Subcontractor submitted by Contractor. Reasons for non-acceptance are given in the clause (and often extra in Z clauses).	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	N/A
24.3	Subcontract documents	Service Manager accepts or rejects the proposed subcontract documents submitted by the Contractor. Reasons for non-acceptance are given in the clause (and often extra in Z clauses).	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	N/A
24.4	Subcontracting	Service Manager accepts or rejects the proposed contract data for each NEC subcontract submitted by the Contractor if the Service Manager instructs the Contractor to make the submission. Reasons for non-acceptance are given in the clause (and often extra in Z clauses).	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	N/A
25.2	Access to work	Service Manager notifies Contractor of any access to work being done or to Plant and Materials being stored for Others.	All in Structure Charts in scope	All in Structure Charts in scope

Scope Schedule 8 – Client's Management Procedures

25.3	Instruction given by Service Manager	Service Manager may give an instruction which is in accordance with the contract and expect the Contractor to obey it.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
X15	Design acceptance	Service Manager accepts or rejects the particulars of the Contractor's design. Reasons for non-acceptance given in clause.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	Order Originator Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineers
36.1	Instructions to stop or not to start work	Service Manager may instruct Contractor to stop or not to start work. The Service Manager subsequently gives an instruction to Contractor to re-start or start the work or remove the work from the Scope.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	All in Structure Charts in scope
41.3	Informing of tests and inspections	Service Manager notifies Contractor of the Service Manager's tests and inspections before they start, and afterwards notifies Contractor of the results. Service Manager may watch any test done by Contractor, and should be informed by the Contractor of the test in time.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	All in Structure Charts in scope Anyone at the Lab
41.5	Tests and inspections by	Service Manager does tests and inspections without causing unnecessary delay to the	Head of Highways Client Client and Contract Manager	All in Structure Charts in scope Anyone at the Lab

	Service Manager	work or to a payment which is conditional upon a test or inspection being successful.	Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager	
41.6	Test or inspection after a Defect is found	Service Manager assesses cost incurred by the Client in repeating a test or inspection after a Defect is found.	Head of Highways Client Client and Contract Manager Highways Strategic Contracts Manager Commercial Manager Target Cost and Performance Manager Asset Delivery Manager Principal Engineer	

A5 - Delegation of Powers – Contractor

Not used

A6 - Dispute Management

The dispute management procedures are detailed as follows:

Dispute Management

The following *dispute resolution hierarchy* applies to the resolution of any difference or dispute:

Stage	Client's people	Consultant's people	Period for Resolution
1	Service Manager	Contract Manager	No later than 14 Days from the date of referral to the <i>Service Manager</i> . Failure to resolve after this date then the matter is escalated to Stage 2.
2	Operations / Consultancy Board		Once a dispute is referred from Stage 1 to the next available Operations / Consultancy Board the dispute has until 21 days to be resolved. Failure to resolve after this date then the matter is escalated to Stage 3. By agreement between both Parties, resolution may be extended to the next Operations / Consultancy Board.
3	Alliance Strategic Board		A dispute referred from Stage 2 shall be considered by the <i>Alliance Strategic Board</i> to determine next stage which may be resolution, referral back to Stage 2, or escalation to Stage 4. The matter may also be escalated to the Senior Representatives in accordance with Clause W2.
4	Alliance Executive Board		A dispute referred from Stage 3 shall be considered by the <i>Alliance Executive Board</i> to determine next stage which may be resolution, referral back to Stage 3, or escalation to Stage 5. The matter may also be escalated to the Senior Representatives in accordance with Clause W2.
5	Adjudication		Clause W2 applies
6	Tribunal		Clause W2 applies

B – Scheme management

B1 - Scheme's management procedures

The *Client's* procedures for the management of Traffic Signals schemes are detailed in the Lincolnshire County Council Asset Management Plan and as follows:

Scheme Identification

Traffic Signal Schemes are selected for inclusion in the forward programme based on asset condition information collected during the Annual Inspection as carried out by the *Contractor* and verified by Lincolnshire County Council.

Scheme Selection

A priority list of schemes to be considered for inclusion in the forward programme is agreed with the *Contractor* and other budget managers. The forward programme is managed to take advantage of joint working with other programmes of Highways works and to avoid programme clashes with adjacent works to reduce traffic delays.

Scheme Design

Consideration is given to the whole life cost of the design solution to ensure that ongoing maintenance and replacement costs are evaluated prior to starting construction.

Scheme Procurement

Traffic Signals works are procured in accordance with Appendix A6 in the Price List.

Key Timescales

The Highways maintenance budget will be annually disaggregated at a strategic level down to the key asset groups. The key asset groups will determine the size and type of Task Order issued to the *Contractor*.

To meet the timescales specified in the Annual Plan relating to the *Client's* forward programme the *Client* intends to adopt the following working process. Meeting these timescales will ensure that the latest asset condition is utilised to prioritise scheme selection.

Table 8A			
December 20 th	Client	<i>Client</i> issues forward programme to <i>Contractor</i> in accordance with Annual Plan detailed in Schedule 9.	
January 31 st	Contractor	Programme returned from <i>Contractor</i> . Early Contractor Involvement prioritised to suit Annual Plan,	

In accordance with timescales specified in Table 8A (above) the *Client* requires the *Contractor* to work towards an agreed Price agreement on all Task Orders 2 months prior to the Task Order start date identified in the Annual Plan. The *Contractor* is required to engage in Early Contractor Involvement on all Task Orders requested by the *Service Manager* at the earliest opportunity.

C – Financial management

C1 - Financial forecasting

The *Client's* requirements for financial forecasting from the *Contractor* are detailed as follows:

The *Contractor* will submit to the Service Manager a financial forecast projecting Price commitments for the *Accounting Period*. The financial forecast will be issued monthly to the Service Manager from September until the *Accounting Period* has closed.

On instruction from the Service Manager the *Contractor* will provide financial forecasts on an individual Task Order basis. When requested by the Service Manager, the *Contractor* will issue a report within the *period for reply*. ^[08]

C2 - Payment provisions

The *Client's* requirements for assessment, certification, invoicing and payment of the works under the contract are detailed as follows:

The *Contractor* will electronically submit an invoice, with each application for payment, on the first working day of the given calendar month. The invoice should be dated accordingly. The service Manager assesses the amount due within 7 days. If the assessment differs from the invoiced amount the *Contractor* will be notified and asked to resubmit a revised invoice retaining the original invoice date.

If the original invoice matches the assessed amount the Service Manager will process for payment. Following the Service Manager assessment the amount shall be released on, or before, the 28th day from the relevant invoice date.

Note this is to allow timely payment through LCC finance system.

The Contractors application should as a minimum:

- Be submitted in Microsoft Excel format
- Contain an application front sheet that details the Contract, application number relative to the *Accounting Period*, date of application, payment due date, Payment bank account details and VAT Registration Number on letter headed paper at the Contractors registered address.
- Total application value for payment value both cumulative and with total of previous applications
- Contain Individual Work Breakdown Structure (WBS) codes that are either the actual Confirm Job Number (with monetary value) or directly mapped to a Confirm Job Number (with monetary value). WBS Codes should link as a minimum to the Confirm Job Number (with monetary value) on a one for one basis.
- Total application for payment value per WBS code
- A description of the WBS code linked to each Confirm Job Number

D - Contract Performance Management

Alliance working

- 1.1. All Partners agree to promote the aims and objectives stated within clause S110 when exercising their respective roles within the Highways Alliance.
- 1.2. The Highways Alliance Partners will collaborate in accordance with the following requirements set out below:
 - To Monitor Service Performance: Ensure the services are delivered to a high standard in accordance with this contract, in particular by commissioning qualitative and quantitative reports on performance and implementing/reviewing procedures for self-monitoring and reporting.
 - To be Proactive: Anticipate and consider proposals for any change in the service that may be required, for example, by any change in law or policy, or by any change in economic or social circumstances or expectations.
 - To be Innovative: Develop and/or consider proposals for service improvement and for greater cost-effectiveness in the delivery of the services on a whole life cycle costs basis, in particular by studying examples of best practice elsewhere.
 - To Ensure Partnership: Consider any representations that may be made by any Partner concerning any matter that appears to be inconsistent with the Partners' commitment to work co-operatively.
 - To Resolve Differences: Seek the rapid and fair resolution of any differences between the Partners to the contract. The Partners commit to discuss problems as soon as they arise and to work together in a no blame culture. Make a commitment to resolve all disputes in accordance with S711.
 - Review Alliance Performance: Receive annual reports prepared separately by each of the Partners setting out an open account of that Partner's opinion of the state of the Alliance, successes and shortcomings over the year, and proposals for improvement in the future.
 - To Report on Performance: Receive an annual report prepared jointly by the partners' senior staff on workforce matters, dealing with such matters as trends and notable events in relation to service performance, facility maintenance and lifecycle, performance management, recruitment, retention, training and development, health and safety, equalities
- 1.3. The Partners each accept a duty to:

- Make a sincere effort to understand the other Partner's obligations, goals, expectations, duties and objectives in entering and performing their obligations under the contract.
 - Be just and faithful in all dealings relating to the contract, and to give a true account of such dealings.
 - Resolve differences that may arise in relation to the Partnering Information or the contract by discussion and negotiation wherever possible.
 - Communicate clearly and effectively, and in a timely manner, on all matters relating to the contract.
 - Make the most efficient use of resources, and seek to achieve cost-effective savings to the benefit of all Partners.
 - Make every endeavour to ensure that all persons engaged on the contract diligently and faithfully employ themselves to bring about its performance to a high standard.
- 1.4. To foster a successful working partnership at every level, the Partners will ensure that:
- All staff adopt an honest, open and trusting culture and work collaboratively.
 - Staff secondments between the partners will be encouraged.
 - Joint training and induction of staff will be encouraged.

Schedule of Partners

1.5. The Partners are the following and the Incentive Schedule is as set out in paragraph 1.8 below:

Contract	Name	Representatives' Address and Contact Details	Signature	Joining Date
Promoter	Lincolnshire County Council	County Offices, Newland, Lincoln, LN1 1YL		01/04/2020
Highway Works	Balfour Beatty Living Places	The Square, Ground Floor, Basing View, Basingstoke, RG12 4EB		01/04/2020
Traffic Signals	TBC			01/04/2026
Professional Services	WSP Limited	70 Chancery Lane, London, WC2A 1AF		01/04/2020