

Vol  
3

TRAFFORD BOROUGH COUNCIL

TRA 1363

AMEY LG LIMITED

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PARTNERSHIP AGREEMENT

VOLUME 3 OF 9

Containing:

Schedule 2 – Specification – Part 2 – Highways Services

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Trafford Borough Council  
Amey LG Limited



7 May 2015

SPECIFICATION  
PART 2- HIGHWAYS SERVICES

Part 2 (Highways Services) of Schedule 2 (Specification)

Lot 2a



**TRAFFORD**  
COUNCIL

Trafford Council  
Trafford Town Hall  
Talbot Road  
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M32 0TH

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## 1. Part 1: Definitions

In this Highways Services Specification, words and expressions shall have the meaning given in Schedule 1 of the Agreement unless defined below, or as the context otherwise requires

**Annual Engineering Inspection** means an annual inspection, to be carried out by the Service Provider and provided to the Technical Services Provider, in respect of the visual condition of the highway network as one of the inputs in to the preparation of a planned structural maintenance programme and a preventative maintenance programme.

**Annual Engineering Inspection Report** means the report to be produced by the Service Provider reporting the findings from the Annual Engineering Inspection

**Apparatus** means all seats, street name plates, fences, barriers, grit bins, planters and flower boxes, ironwork, road studs, drainage structures, gantries, marker posts, catchpits, gullies, earthworks, gabions, covers, gratings, frames, non-structural wall panels, fascia panels, vehicle barriers, safety fences and pedestrian barriers and any other items of apparatus and Non-Illuminated Street Furniture in the Council Area together with all materials and equipment used or relating to the installation and maintenance of the same

**Asset and Equipment Register** means the register in relation to the Highways Services to be provided by the Service Provider prior to the Service Commencement Date, and maintained throughout the Service Period, in each case in accordance with Part 6 of this Highways Services Specification

**Capital Works (Highways)** means any works, to be funded through capital monies which the Council requests in accordance with Part 7 of the Highways Services Special Conditions, the cost of which is £250,000 or less

**Capital Programme (Highways)** means, in respect of each Agreement Year, the programme in respect of Capital Works (Highways) as provided by the Council pursuant to paragraph 21 of the Highways Services Special Conditions

**Category 1 Defects** means those that require prompt attention because there is an immediate or imminent risk of either one or more of the following:

- (a) injury to any party using or repairing the Highway Network,
- (b) significant disruption to the normal flow of traffic through the Network;
- (c) structural deterioration of part of the Highway Network;
- (d) damage to a third party's property or equipment,
- (e) damage to the environment;

- (f) liable to leave the Secretary of State in breach of one or more of his statutory duties;
- (g) failure to effectively enforce the legality of an asset that has a mandatory or prohibitory function;
- (h) failure of an asset to fulfil its intended function where such an asset protects the road user and/or facilitates the safe use of the Highway Network; or
- (i) offence to road users from graffiti that is obscene, blasphemous or otherwise offensive

**Contact Centre** means the contact centre maintained and operated by the Service Provider in accordance with part 5 of this Highways Services Specification

**Cyclical Highway Maintenance (Drainage)** means the service for cyclical highway maintenance in the Council Area in accordance with Paragraph 9.6.1 which shall form part of the Reactive Maintenance Service of this Highways Services Specification

**Dig Down Operation** means the course of action required to remedy a blockage or obstruction of the drainage system in the Highway Network in accordance with Good Industry Practice

**Elected Member** means an elected Councillor of Trafford Council or Member of Parliament in each case from time to time

**Emergency Incident(s)** are defined as those events that:

- (a) directly or indirectly affect the Highway Network and cause, or have the potential to cause, significant disruption to the free flow of traffic;
- (b) directly or indirectly affect the Highway Network and threaten the safety of the public; and/or
- (c) directly or indirectly affect the Highway Network and are an immediate or imminent threat to the long term integrity of any part of the Highway Network or other land adjacent to the Highway Network,

except for Serious Incidents

**Emergency Reactive Maintenance** means the reactive maintenance to be provided by the Service Provider in the event of an Emergency Incident in accordance with the Emergency Works Procedure

**Emergency Works Procedure** means the methodology which the Service Provider shall employ in the event of a Serious Incident in order to comply with the Service Provider's obligations under paragraph 9.4

**Governance Boards** means the Partnership Board and any other governance boards or committees established by the Partnership Board in relation to the Highways Services and other services provided by or on behalf of the Council

**Highway Inspection Policy** means the highways inspection policy adopted by the Council, as updated from time to time, which shall comply with the NRSWA (HAUC) Inspection Policy as appended at Appendix 2 (*Highways Policies*)

**Highway Inventory** means the register in relation to the Highways Services to be produced by the Service Provider from the Service Commencement Date in accordance with the requirements set out in paragraph 6 of Part 6 of this Highways Services Specification

**Highway Network** means:

- (a) roads;
- (b) highway structures (including Structures, retaining walls, Bridges and Tunnels, subways and underpasses);
- (c) amenities (including grassed Council Areas, landscape Council Areas, hedges, trees, shrubs, embankments, cuttings, lay bys within the highway boundary);
- (d) walking and cycling route section lengths (including footpaths and cycle tracks);
- (e) Apparatus; and
- (f) communications installations

within the Council Area as varied or amended from time to time in accordance with this Agreement

**Highways Policies** means the Council's policies as attached at Appendix 2 (*Highways Policies*) (as amended from time to time and as the context requires)

**Highway Records** means those records as defined at paragraph 7.6 relating to the Highways Services

**Highways Services User** means any party using the Highway Network

**Highways Act** means the Highways Act 1980

**Highways Services** means the performance of all of the services to be provided by, and all other obligations of, the Service Provider in accordance with this Highways Services Specification and the Highways Services Special Conditions including (without limitation):

- (a) Safety Inspections;
- (b) Reactive Inspections;

- (c) Reactive maintenance;
- (d) Maintenance to PROW;
- (e) Emergency Reactive Maintenance in response to Emergency Incidents and Serious Incidents;
- (f) correction of defective carriageway marking;
- (g) Cyclical Highway Maintenance (Drainage);
- (h) Winter Maintenance Service;
- (i) maintenance and replacement of Non-Illuminated Street Furniture;
- (j) management of third party claims and rechargeable works;
- (k) management and processing of temporary TRO and Licences, changes to road layouts and Highway Network co-ordination;
- (l) Drainage Management and Maintenance; and
- (m) the Service Provider's obligations in relation to Capital Works (Highways)

**Licence** means the grant of permission for any act regulated by Legislation which is required before the applicant can carry out the relevant activity legally, as administered by the Service Provider as part of the Road Permitting Service in accordance with paragraph 11.4 of the Highways Services Specification.

**Local Highway Authority** has the meaning given in the Highways Act

**Major Incident Emergency Plan** means the Council's plan for dealing with emergencies and major incidents as notified to the Service Provider from time to time

**Management Information System and MIS** means the electronic system to be maintained by the Service Provider in accordance with this Highways Services Specification for collecting, maintaining and reporting all data in connection with the provision of the Highways Services and including, but not limited to, all data comprised in the Data Sets

**Network Management Service** means the service for network management in the Council Area in accordance with Part 11 of this Highways Services Specification

**Non-Illuminated Street Furniture** means as defined but not limited to those items set out in paragraph 9.8.1

**NRSA (HAUC) Inspection Policy** means the Code of Practice for Inspections (2002) issued by the Secretary of State for Transport on behalf of the Highway Authorities and Utilities Committee in connection with the NRSA

**Prompt Report** means the report to be provided by the Service Provider in accordance with paragraph 3.13 of Part 3 of this Highways Services Specification

**Public Rights of Way ("PROW")** means the right of the public to pass along linear routes over land forming part of the Council Area at all times, including footpaths, bridleways, cycle tracks and restricted by ways

**Reactive Inspection** means an inspection which the Service Provider is required to carry out in response to a request, report or query from any party in accordance with paragraph 8.1.16

**Reactive Inspection Report** means any report produced documenting the findings of any Reactive Inspection

**Reactive Maintenance** means, in respect of the Highway Network, the provision of reactive maintenance works in accordance with Paragraph 9 of this Highways Services Specification as necessary to ensure that the Highway Network is maintained in accordance with the Council's statutory duties as a Highway Authority, the Highways Policies, and in a safe condition and shall include Cyclical Highway Maintenance (Drainage)

**Reactive Maintenance Procedure** means:

- (a) the methodology as to how the Service Provider intends to provide Reactive Maintenance to the Highway Network; and
- (b) the maintenance programme setting out the Reactive Maintenance to be provided in any Agreement Year, where known, to be updated on a monthly basis to reflect inspections and other information

**Reactive Maintenance Service** means the service for Reactive Maintenance in the Council Area in accordance with Part 8 of this Highways Services Specification

**Reporting Requirements** means those reports as required under Part 3 of this Specification

**Road Permitting Service** means the issue of Licences by the Service Provider on behalf of the Council in accordance with paragraph 11.4

**Road Section Closure** means any partial or total closure or other restriction of a lane of traffic (in one direction of travel) using the Highway Network and including, for the avoidance of doubt, any Type C Road Section Closures (as defined in section 6 of chapter 8 of the Traffic Signs Manual), any closure required by an emergency, any closure required for any works by any Relevant Authority and any closure or obstruction to any footpath cycleway or other route forming part of the Highway Network

**Safety Inspection** means the inspections as set out in the Highway Inspection Policy

**Safety Inspection Report** has the meaning given to it in 8.1.4.2

**Serious Incident** means any emergency that requires the implementation of special arrangements by one or more of the emergency services and will generally include the involvement, either directly or indirectly, of large numbers of people. For example:

- (a) the rescue and transportation of a large number of casualties;
- (b) the large scale combined resources of Police, Fire Brigade and Ambulance Service;
- (c) the mobilisation and organisation of the emergency services and support services, for example local authority, to cater for the threat of death, serious injury or homelessness to a large number of people;
- (d) the handling of a large number of enquiries likely to be generated both from the public and the news media usually made to the police; and
- (e) acts of terrorism including suspected involvement of chemical, biological, radiological and nuclear devices are subject to a specific multi-agency response supported by HM Government.

**TCPA** means the Town and Country Planning Act 1990 as amended

**Technical Services Provider** means the Service Provider in its capacity as provider of the Technical Services under this Agreement or any replacement provider of any of those services appointed by the Council (which may include the Council)

**Traffic Regulation Orders (TRO) Temporary** means the temporary order made under Parts I, II and IV of the Road Traffic and Regulation Act 1984, as amended from time to time

**Transport Asset Management Plan (TAMP)** means the plan in relation to the management of any transport assets which the Council is required to produce as part of their obligations as a LHA, the current version of which is attached in Appendix 2

**TMA** means the Traffic Management Act 2004.

**Vehicle** means any vehicle used to deliver the Highways Services

**Winter Maintenance Plan** means such plan, as developed in accordance with paragraph 9.7 of this Highways Services Specification by the Service Provider, to ensure that the Highway Network is kept safe, useable and open during adverse weather such that any claims against the Council in respect of trips, slips, falls, damage and/or accidents as a result of such adverse weather shall be minimised year on year, which shall include but not be limited to the following information:

- (a) a detailed methodology to manage freezing and other adverse weather conditions including proposals in respect of the frequency, extent and triggers for gritting;

- (b) a detailed methodology setting out the circumstances in which footpaths, public accessways and roads would be cleared in the event of snow, ice, flooding or other weather related obstruction or hazard,
- (c) a management strategy for the staffing of all Winter Maintenance Services including notification periods, contact details, lead in times for emergency winter maintenance requirements and allocation of responsibilities,
- (d) details of stock management in respect of salt and grit as well as an outline vehicle management and servicing strategy to ensure the delivery of the Winter Maintenance Plan;
- (e) outline methodologies to deal with all extreme weather conditions in an appropriate manner to reduce the risk of harm to Highways Services Users and disruption to the Highway Network,

which shall at all times have regard to the requirements in paragraph 9.7.4 of this Highways Services Specification

**Winter Maintenance Service** means the service for winter maintenance in the Council Area in accordance with Part 8 of this Highways Services Specification to be carried out in accordance with the Winter Maintenance Plan.

2. Part 2: Introduction, Objectives and Scope

2.1. INTRODUCTION

- 2.1.1. The Agreement is intended to foster a partnership between the Council and the Service Provider, to deliver an efficient, effective, innovative, sustainable, customer focussed and flexible highways service which responds to changes in demands through the course of the Agreement Period.
- 2.1.2. The Service Provider shall in performing the Highways Service (including Reactive Cyclical Maintenance and Winter Maintenance) provide and maintain a quality highway infrastructure, which meets the needs of Trafford residents and businesses and enables the Council to comply with its statutory obligations in respect of the Highway Network at minimum operating cost.
- 2.1.3. As part of the Highways Service the Service Provider shall, where requested by the Council and subject to the availability of the relevant funding, provide Capital Works (Highways) in accordance with the terms of this Highways Services Specification.
- 2.1.4. The Service Provider shall ensure that the Highway Network is operated and maintained to no lesser standard than is appropriate for any highway of the character of the Highway Network and for use by traffic which ought reasonably to be expected to use the Highway Network.
- 2.1.5. The Council's overall intention is to deliver significant net budget gains ~~compared with amounts paid by the Council prior to the Agreement Date, which shall be maintained throughout the Service Period~~ whilst continuing to provide the best possible level of service to the residents and businesses of Trafford. It also seeks to incentivise the Service Provider to maximise opportunities for Third Party Revenue in relation to the Highways Service (subject to the Gain Share Mechanism and other provisions of the Payment Mechanism).
- 2.1.6. The Service Provider shall deliver a value for money and high performance Highways Service in accordance with this Highways Services Specification, to provide a highway network, which contributes to the health and wellbeing agenda in Trafford and makes a significant contribution to the economic growth of Trafford by the provision of well-maintained roads, footways and footpaths.

- 2.1.7. The Service Provider shall in carrying out the Highways Service, co-operate with the Technical Services Provider. The Council may require the Service Provider to provide information which the Service Provider is obliged to provide to the Council under this Highways Services Specification, direct to the Technical Services Provider (in addition to or instead of the Council).
- 2 1 8 Where this Highways Services Specification includes an obligation on the Service Provider to take a particular action or perform a particular activity, and there is no time period stated in which the Service Provider must take such steps, the Service Provider shall be obliged to take the relevant steps promptly
- 2.1.9. The Service Provider shall deliver the reactive and cyclical works programmes to agreed budgets and timescales, providing for innovation and best market practice in order to achieve value for money for the Council. Capital works programmes shall be provided as required by the Council in accordance with the availability of any capital funds.
- 2.1.10. The Service Provider shall provide a robust self-monitoring/certification performance management regime based upon Performance Indicators, this Highways Services Specification and method statements supported by regular inspections and reporting.
- 2.1.11. The Service Provider shall provide an effective integration/interface with the CRM system, as a means of receiving service requests, recording complaints received from the public and responding accordingly, in accordance with this Highways Services Specification.
- 2.1.12. The Highways Services shall be provided in order to achieve compliance with all statutory duties of the Council as a Local Highway Authority and the Highways Policies. To the extent that there is any conflict between the Legislation and the Highways Policies the Service Provider shall deliver the Highways Services to the higher standard.
- 2 1 13 The Service Provider shall, as required by the Council, provide information to, communicate, liaise and take instructions from the Technical Services Provider in respect of the delivery of the Highways Services. Provided always that the Service Provider shall not be required to accept any instruction or directions from the Technical Services Provider which contradict the terms of this Highways Services Specification and are likely to prevent the Service Provider from complying with its obligations under this Highways Services Specification without the express written confirmation of the Council.

- 2.1.14. Any instructions provided to the Service Provider by the Technical Services Provider may, at any time, be revoked, overruled or altered by the Council. Upon any change of instructions the Service Provider shall use all reasonable endeavours to adapt the Highways Services to take account of the change and implement such changes as soon as reasonably practicable.
- 2.1.15. The Service Provider shall, consistent with Good Industry Practice, carry out the Highways Services so as to minimise nuisance and environmental impact including (without limitation) the impact of:
- 2.1.15.1. light;
  - 2.1.15.2. noise;
  - 2.1.15.3. vermin and other pests;
  - 2.1.15.4. litter;
  - 2.1.15.5. dust;
  - 2.1.15.6. odour; and
  - 2.1.15.7. traffic.
- 2.1.16. The Service Provider shall take all reasonable steps to ensure that the carbon emissions in relation to the performance of Highways Services in each Agreement Year are reduced compared with the previous Agreement Year and shall monitor and annually review the carbon performance of the Highways Services. The Service Provider shall include the results of such review in the Annual Report.

3. **Part 3: Reporting Requirements and Management Information System**

3.1. **REPORTING REQUIREMENTS**

- 3.1.1 Without prejudice to its obligations under Clause 34 of the Agreement, the Service Provider shall monitor its own performance against the requirements of this Highways Services Specification and report to the Council on its performance of the Highways Services in the Performance Reports.
- 3.1.2. The Service Provider shall provide the Monthly Report and Annual Report in accordance with Schedule 11 and this Highways Services Specification.
- 3.1.3. In addition to the Monthly Report and Annual Report, the Service Provider shall produce reports for the Council, and to the Governance Boards to record the provision of the Highways Services and enable effective management and decision making in relation to the Highways Services

The following is indicative only of the type and level of reports that may be required:

Description	Remarks	Frequency
Prompt Report	The Service Provider shall report records that are identified as "Prompt Reports"	As soon as practically possible and in any case within one Business Day of the instance occurring unless otherwise stated in this Highways Services Specification.
Monthly Report	The Service Provider prepares a Monthly Report including but not limited to: <ul style="list-style-type: none"><li>• All Prompt Reports in respect of the relevant month</li><li>• Report of all services / schemes against Annual Plans and other relevant plans / programmes</li><li>• Performance against performance indicators</li></ul>	In accordance with Schedule 11 of this Agreement

	<p>and proposed actions /improvements</p> <ul style="list-style-type: none"> <li>• Cost information and reporting against budgets</li> <li>• Non-conformances and corrective actions</li> <li>• Risks and management actions</li> <li>• Health and safety including accidents and incidents</li> <li>• Environmental reports including fuel usage</li> <li>• Customer contacts, complaints and engagement</li> <li>• Third party claims</li> <li>• Network management including NRSWA and TMA</li> <li>• Collection of fees / licences</li> </ul>	
Annual Report	To provide an overall summary of delivery, performance and outcomes against the Annual Programme objectives and targets. To identify the need for revised priorities, approach, policies and actions.	In accordance with Schedule 11 of this Agreement
Reports to the Governance Boards	Various reporting requirements as may be required from time to time by the Governance Boards	Quarterly or as required
Winter service – Service Provider's daily diary of decisions and actions taken	Provide Service Provider's daily diary of decisions made and actions taken during the winter service period in order to monitor decisions and actions made by the Service Provider to identify actions for improvements including weather forecasts and actual condition.	Daily
Winter service operation	Report on the performance of all aspects of winter service at the end of the winter period. Include any recommendations for further actions to improve the operations	Annually during the first week of the month following the end of the winter period

	as appropriate. Include a summary of salt stock levels and weekly usage of stock throughout the winter service period.	
Cabinet, Council, Scrutiny and other Executive Decision Making and Briefing Reports	Briefing reports to answer queries or providing requested information from either the Cabinet, Council or any other Executive decision making body	As required by the Council.

### 3.2. MANAGEMENT INFORMATION SYSTEM

3.2.1 The Service Provider shall (subject to paragraph 3.2.2), no later than twenty (20) Business Days prior to the Service Commencement Date, put in place and then maintain and update throughout the Service Period, a fully integrated electronic Management Information System (MIS) which shall

3.2.1.1. (securely and with appropriate back up) store all the data required to be collected, kept, updated and maintained by the Service Provider in accordance with this Highways Services Specification, including but not limited to:

- (a) the data to be provided in the Performance Reports; and
- (b) Highway adoption records;
- (c) Definitive footpath map (PROW);
- (d) Flood risk register;
- (e) Waste Transfer Station data,
- (f) Vehicle information;
- (g) Plant information,
- (h) Stores inventory / yard inventory,
- (i) Highway charges for permits etc.,
- (j) Highway reactive repair historical records;
- (k) Green claims information pending and historical;

- (l) Red claims information pending and historical;
  - (m) Permits (scaffolding, skip etc.) pending and historic;
  - (n) Gully round schedule;
  - (o) Existing Contracts; and
  - (p) All data necessary to ensure that the Council can monitor the KPIs and PIs.
- 3.2.1.2. be available simultaneously to the Council, and to employees and contractors of the Council as designated by the Council from time to time via a secure on-line portal that provides access on a 24 hour a day, seven day a week basis and supports flexible working from remote locations, co-location and collaboration at any location;
- 3.2.1.3. be compatible with the CRM System; and
- 3.2.1.4. be capable of generating reports in a form agreed by the Council on any aspect of the data contained within the MIS.
- 3.2.2. The Service Provider shall use all reasonable endeavours to ensure a fully compliant MIS is in place prior to the Service Commencement Date (or as soon as reasonably practicable), provided that:
- 3.2.2.1. the necessary elements of the MIS must be in place prior to the Service Commencement Date to allow the Service Provider to monitor and report against the KPIs in accordance with this Highways Services Specification; and
  - 3.2.2.2. the Service Provider shall procure that a fully compliant MIS is in place prior to the first anniversary of the Service Commencement Date.
- 3.2.3. As part of the Annual Report, the Service Provider shall review the MIS (including the infrastructure, all the hardware, software, peripherals and communications equipment required to provide the MIS) and report to the Council on the adequacy and performance of the MIS.
- 3.2.4. The Service Provider shall update and improve the MIS as necessary throughout the Service Period (including by way of software refresh and maintenance) and all infrastructure, hardware, software, communications equipment and peripherals, in each case in order to maintain or improve the functionality of the MIS.

- 3.2.5. To the extent that the MIS is the material cause of any fault in the Council's MIS, CRM or other ICT systems, the Service Provider shall indemnify the Council for any Losses incurred in rectifying any such fault.
- 3.2.6. All data held in the MIS and/or the Database shall remain at all times the property of the Council.
- 3.2.7 Without prejudice to its obligations pursuant to clause 66 (*Data Protection*), the Service Provider shall:
  - 3.2.7.1. maintain the security and integrity of the MIS and the data held within it and/or the Database; and
  - 3.2.7.2. ensure that access to the MIS and the data held within it and/or the Database is restricted to the Council, the Council's employees, the Service Provider, Personnel and authorised Council Related Parties.
- 3.2.8. The Service Provider shall provide:
  - 3.2.8.1. a common email system with common email address structure, address book and calendars for all Personnel, and
  - 3.2.8.2. shared electronic file storage for ease of data access and sharing.
- 3.2.9. The Service Provider shall within three months prior to the expiry or termination of the Agreement Period provide the Council with a plan to migrate all data held within the MIS and/or the Database to the Council or to a replacement service provider, or as the Council in its absolute discretion directs (**Data Migration Plan**).
- 3.2.10. The Council shall review the Data Migration Plan as party of any review of the Exit Plan.
- 3.2.11. The Service Provider shall, following approval of the Data Migration Plan, within one month prior to the expiry or termination (in whole or in part) of the Agreement Period complete the migration of the data held within the MIS and/or the Database in accordance with the Data Migration Plan.

3.3. ANNUAL PROGRAMME

- 3.3.1. The Service Provider shall include in each Annual Programme

- 3.3.1.1. proposals for improving the Highways Services and delivering improvements, innovations and efficiencies for the following Agreement Year and the subsequent Agreement Year; and
- 3.3.1.2. any other information, plans or proposals as the Council may reasonably request pursuant to this Highways Services Specification and the Highways Services Special Conditions.

4. **Part 4: Staff Training and Health and Safety**

4.1. **STAFF CONDUCT**

- 4.1.1 The Service Provider shall ensure that all Personnel behave in a professional manner and do not bring the Council into disrepute. If in the opinion of the Council, the conduct of any of the Personnel is unacceptable, whilst performing the Highways Services, the Service Provider shall promptly investigate the matter and if appropriate, take appropriate disciplinary action against the Personnel concerned. As soon as practicable, the Service Provider shall submit a written report to the Council setting out the findings of its investigations and the details, where appropriate, of the disciplinary action taken.
- 4.1.2. The Service Provider is required to foster a working environment and culture where the Personnel show respect and responsibility for the people within the communities that they are operating in and where they act as ambassadors for the Council and take the opportunity to improve community relations.
- 4.1.3 The Service Provider shall ensure that Personnel when engaged in provision of the Highways Services:
- 4.1 3.1 are not permitted to accept any form of remuneration, tips or payment in kind from Highways Services Users;
  - 4 1 3.2 wear a uniform (where appropriate) as defined in the relevant Highways Services Method Statement which is regularly laundered, clean, appropriate to their work and in a good condition and replaced when beyond serviceable or economic repair;
  - 4.1.3.3. wear a brightly coloured, high-visibility reflective vest when working on or adjacent to the Highway with Trafford Council and the name of the Service Provider on the back and to a design that has the written approval of the Council;
  - 4.1.3.4. wear or carry an identification badge stating the wearer's name, job title, the Service Provider's name and Trafford Council;
  - 4.1 3 5 do not engage in harassment, discrimination or bullying; and
  - 4.1 3 6 are not permitted to smoke except in designated breaks and in a place where it is lawful to do so
- 4.1 4. The Service Provider must ensure that all Personnel are at all times properly and sufficiently skilled and supervised with regard to:

- 4.1.4.1. the task or tasks that such staff are required to perform;
- 4.1.4.2. any relevant provisions of the Agreement;
- 4.1.4.3. promoting community involvement by being supportive to community groups, volunteers and other stakeholders or interested parties;
- 4.1.4.4. all rules, procedures and standards referred to in the Agreement and other documents relevant to the work that he or she is deployed to perform;
- 4.1.4.5. all relevant rules, procedures and statutory requirements concerning health and safety at work;
- 4.1.4.6. appropriate behaviour and conduct when advising members of the public engaged in potential anti-social behaviour including (but not limited to) dog fouling, fly-tipping, dropping litter and vandalism;
- 4.1.4.7. acting proactively, promptly and positively to correct problems and issues as they arise and take pride in their work and produce high quality work;
- 4.1.4.8. fire risks, fire precautions and emergency action including evacuation procedures;
- 4.1.4.9. the need to maintain the highest standards of hygiene, demonstrating courtesy and consideration, being approachable and acting appropriately as front line ambassadors for the Council;
- 4.1.4.10. the need to recognise situations which may involve any actual or potential risk of personal injury to any person (including members of the public), and the need to make such situations safe; and
- 4.1.4.11. the need in the event of any emergency immediately to contact the Service Provider (and the Service Provider shall ensure that it shall forthwith notify the Council).

#### 4.2. HEALTH AND SAFETY REPORTS

- 4.2.1. In undertaking the Highways Services the Service Provider shall comply with Clause 70 of the Agreement.
- 4.2.2. The Service Provider shall maintain the Service Provider Health and Safety Manuals in accordance with health and safety legislation,

relevant guidance and industry best practice, review it at least annually and submit any material changes promptly to the Council for approval and promptly provide a copy to the Council for review as requested from time to time.

4.2.3. The Service Provider shall keep detailed records of all health and safety incidents, near misses and accidents and investigations relating to the Highways Services and report the same to the Council as part of the Monthly Report.

4.2.4. The Service Provider shall hold regular meetings (no less than every three months) with Personnel, trade unions and the Service Provider's supervisory staff to discuss health and safety matters relating to the Highways Services and shall invite the Council to each meeting.

4.2.5. The Service Provider shall procure that Personnel are provided with adequate training in all relevant health and safety matters associated with the Highways Services as part of an employee's induction, and thereafter provide refresher training at regular intervals or as and when necessary. Training records shall be maintained and available for review by the Council upon request.

4.2.6. Without prejudice to any other provision of this Agreement, the Service Provider shall design and throughout the Service Period maintain and keep in force management systems that are certified by a UKAS certified assessment body (or a body of similar standing) as covering the scope of activities detailed in this Highways Services Specification and covering the local premises used for the delivery of the Services, and to the minimum following standards:

4.2.6.1. ISO 9001:2008, and

4.2.6.2. OHSAS 18001.

4.2.7. The Service Provider shall permit the Council access to and inspection of all relevant records and information relating to the maintenance of the accreditation of management systems and be required to include the results of the annual accreditation inspections in the Annual Report

4.2.8. The following information in relation to health and safety shall as a minimum be included in each Annual Report:

4.2.8.1. summary statistics relating to the delivery of the Highways Services of all health and safety incidents, accidents, near misses and all RIDDOR reports for the period including identifying any trends since the Agreement commenced;

- 4.2.8.2. commentary on the summary statistics trends;
- 4.2.8.3. records of any Complaints that have been made regarding the management of health and safety by any Personnel;
- 4.2.8.4. copies of any correspondence received from the Health and Safety Executive in relation to the Highways Services;
- 4.2.8.5. copies of any correspondence received from the Service Provider's insurer in relation to the management of health and safety and in relation to the Highways Services;
- 4.2.8.6. plans and schedules for managing health and safety tasks for the following twelve months in order that health and safety is improved;
- 4.2.8.7. commentary on whether all plans and schedules planned for the six months leading up to the report have been adhered to;
- 4.2.8.8. copies of all RIDDOR reports for the period;
- 4.2.8.9. risk assessments covering all risks identified for the Highways Services and clearly demonstrating that all appropriate steps have been taken in relation to the mitigation of such risk;
- 4.2.8.10. safe working procedure documentation;
- 4.2.8.11. evidence of Service Provider staff training, in particular, related to mitigation procedures identified in risk assessments;
- 4.2.8.12. evidence that health and safety systems and practices are compliant with all relevant Legislation, guidance and industry best practice and that monitoring takes place to ensure that this is the case.
- 4.2.8.13. any other information, data, evidence and documentation that the Council may reasonably require to comply with the Council's obligations relating to health and safety of the Services;
- 4.2.8.14. a signed statement that it has been reviewed by the Service Provider;
- 4.2.8.15. copies of minutes of any meeting covering health and safety issues relating to the Highways Services; and
- 4.2.8.16. copies of internal and/or external health and safety audit reports are provided.

4.2.9. The Service Provider shall:

- 4.2.9.1 develop, for the approval of the Council, a Personnel training and development programme to ensure that Personnel are able to deliver the Highways Services effectively and to provide career and personal development opportunities;
- 4.2.9.2 implement the above training and development programme as approved by the Council; and
- 4.2.9.3 review the plan annually and submit to the council for approval.

5. **Part 5: Customer Care and Complaints**

5.1. **CUSTOMER ENGAGEMENT**

- 5.1.1. The Service Provider shall maintain and operate a Contact Centre which is capable of receiving telephone calls, postal queries, emails and other electronic communications from residents of the Council Area and other members of the public in relation to the Highways Services between the hours of 08.00 and 19.00 each Business Day, and the Service Provider shall ensure all such communications are directed through the Contact Centre.
- 5.1.2. The Service Provider shall receive comments, enquiries and Customer Complaints from Highways Services Users arising from any aspect of the Highways Services through the Contact Centre.
- 5.1.3. The Service Provider shall permit the Council to access relevant information held in connection with any form of communication with Highways Services Users. For the purposes of managing any required timescales detailed in this Highways Services Specification or the Method Statements, the Council shall consider the time that the Service Provider receives the comment, enquiry or Customer Complaint to be the time it was recorded by the Council on the CRM System.
- 5.1.4. The Service Provider shall log all service requests, Customer Complaints or other enquiries whether from the Council, Highways Services Users or third parties on the CRM System within one Business Day of receipt by the Service Provider.
- 5.1.5. The Service Provider shall be required to respond to all registered comments, enquiries and Customer Complaints that are registered on the CRM System by:
- 5.1.5.1. carrying out the appropriate operational response necessary to resolve the comment, enquiry or Customer Complaint;
  - 5.1.5.2. updating the CRM System in a prompt and accurate manner and to include reasonable explanatory information and evidence (including photographs, where appropriate);
  - 5.1.5.3. stating within the CRM System where the Service Provider believes Customer Complaints to be unjustified and providing appropriate evidence; and
  - 5.1.5.4. closing down individual cases of comment, enquiry or Customer Complaint once each of the steps set out in paragraphs 5.1.4.1 – 5.1.4.3 have been taken.

- 5.1.6 The Council may, from time to time register comments, enquiries and Customer Complaints with the Service Provider via email, verbally or otherwise and the Service Provider shall respond in the manner required to queries raised by Highways Services Users.
- 5.1.7. The Council will provide the Service Provider with a copy of the recycling and refuse service policies and the Service Provider shall be required to act in accordance with the same and promote the rules to Highways Services Users
- 5.1.8. Customer Complaints, enquiries and communications will generally be made to the Contact Centre. However, if Highways Services Users or members of the public attempt to direct enquires or Customer Complaints to the Service Provider's Personnel in any other manner, the Service Provider shall record such Customer Complaint, enquiry or communication on the CRM System as soon as reasonably practicable and respond to the Customer Complaint, enquiry or communication and record the details of the matter in the Monthly Report in the same manner as if it had been made to the Contact Centre.
- 5.1.9. The Service Provider shall act as the first point of contact for the Highways Services Users for clarification enquiries about the Highways Services The Service Provider shall respond to all enquiries promptly in a courteous, respectful and professional manner. To facilitate direct communication between the Council and the Service Provider, the Service Provider shall ensure that at least one member of Personnel shall be available for communications between the Council and the Service Provider between 08.30 hours and 17.00 hours, on each Business Day.
- 5.1.10. The Service Provider shall acknowledge all enquiries from Highways Services Users within 1 Business Day of receipt thereof and shall respond substantively within 3 Business Days of such acknowledgement. The Service Provider shall provide a telephone escalation mechanism to a more senior member of Personnel for call centre enquiries regarding Highways Services during the operational hours of the Contact Centre. In addition, the Service Provider shall be required to provide scripting about the Highways Services to the Contact Centre Personnel and attend regular meetings with the Contact Centre Personnel.
- 5.1.11. The Service Provider shall be required to promote the use of digital media, including website and smart phones to Highways Services Users in order to substantially decrease the number of queries and

Customer Complaints communicated by telephone or other non-digital means.

- 5.1.12. Promptly upon the Council's request from time to time the Service Provider shall provide an appropriate managerial member of Personnel to attend meetings with Elected Members to discuss the Highways Services.

#### Stakeholder Engagement

- 5.1.13. The Service Provider shall develop and implements a process for engaging with users of the Highway Network and others affected by the Highways Services (local residents, businesses, neighbouring authorities etc) to ensure that their views and needs are considered and taken into account in delivery of the Highways Services.
- 5.1.14. The Service Provider shall submit the first plan for engaging with stakeholders for acceptance by the Council no later than twenty (20) Business Days prior to the Service Commencement Date and shall regularly review and update the plan during the Service Period (and provide an updated copy to the Council twenty (20) Business Days prior to each anniversary of the Service Commencement Date and as and when otherwise updated).

6. **Part 6: Vehicles, Plant and Equipment**

6.1. **VEHICLES, PLANT AND EQUIPMENT**

- 6.1.1 The Service Provider shall ensure that it has sufficient front-line and reserve/spare Equipment (including Vehicles) available at all times as necessary to provide the Highways Services.
- 6.1.2 The Service Provider shall ensure that all Equipment (including Vehicles) used in connection with the Highways Services:
- 6.1.2.1. are operated with the minimum level of noise and emission of dust and fumes and other pollutants;
  - 6.1.2.2. are fit for the purpose of undertaking the Highways Services,
  - 6.1.2.3. are specified, operated and maintained in accordance with Good Industry Practice and in a manner that minimises the possibility of the loss of any waste or leakage of liquids to the environment;
  - 6.1.2.4. shall be painted in a colour and bear signwriting, insignia, livery or otherwise as agreed in writing with the Council,
  - 6.1.2.5. only incorporate advertising which has been approved in writing and in advance of any such advertising by the Council; and
  - 6.1.2.6. are driven in a safe manner in accordance with Good Industry Practice and traffic regulations.
- 6.1.3. The Service Provider must ensure that all Vehicles are maintained in a roadworthy condition and comply with all relevant Legislation, including the acquisition by the Service Provider of a goods vehicle operator's licence where necessary.
- 6.1.4. The Service Provider shall at all times be fully responsible for the operator's license and payment of all licensing fees, taxes and insurance required in connection with or arising out of the possession or use of all Equipment (including Vehicles)
- 6.1.5. The Service Provider shall be responsible for the security of all Equipment (including Vehicles) and parts used in the provision of the Highways Services and the Council shall not be liable in the event of any loss or damage to such unless and to the extent caused by the Council

- 6.1.6. The Council shall be entitled to serve written notice upon the Service Provider a notice requiring the Service Provider to remedy any failure to operate or maintain Equipment (including Vehicles) in accordance with the Agreement ("Rectification Notice"). The Rectification Notice shall identify the Equipment or Vehicle and shall specify the action to be taken by the Service Provider. The Council may require the identified Equipment or Vehicle to be removed from use until such time as the Rectification Notice has been complied with to the Council's satisfaction.
- 6.1.7. In the Annual Report, the Service Provider shall provide the Council with details of the total mileage/hours covered by the whole of their Vehicles and Plant in the performance of the Highways Services during the relevant Agreement Year, together with the total fuel consumed on a service by service basis.
- 6.1.8. The Service Provider shall ensure that all Vehicles and Plant that are used pursuant to this Contract for more than 20 days per annum are fitted with a GPS tracking device that enables the Service Provider and the Council to locate the Vehicle or Plant in real time. The Service Provider shall provide the Council with authorised remote access to the live data.
- 6.1.9. All incidents resulting in Vehicles causing any damage shall be reported to the Council by the end of the day in which the damage was caused and the Service Provider shall promptly provide such photographic evidence and/or written reports as requested by the Council.
- 6.1.10. The Service Provider shall repair or reinstate any damage to kerbstone, road surfaces or soft landscapes caused by any Vehicle used in the provision of Highways Services, failing which the Council may undertake the repairs or reinstatement works itself and deducting the costs of doing so from monies owed by the Council to the Service Provider.
- 6.1.11. The Service Provider shall provide an Asset and Equipment Register to the Council no later than twenty (20) Business Days prior to the Service Commencement Date which contains details of all Vehicles and Plant used or proposed to be used to deliver the Highways Services for more than twenty (20) Business Days per year.
- 6.1.12. The Service Provider shall keep the Asset and Equipment Register up to date at all times, and shall report:
- 6.1.12.1. details of any new, replacement or retired Vehicles or Plant in the next Monthly Report following the change; and

- 6.1.12.2. shall submit a revised Asset and Equipment Register as part of each Annual Report.
- 6.1.13. The Asset and Equipment Register shall include all assets that shall be to be used to deliver the Highways Services and shall encompass the planned date where an asset shall begin being used and the planned dates in which assets shall cease to be used to deliver the Highways Services
- 6.1.14. The Asset and Equipment Register shall contain as a minimum the following information regarding each Vehicle that shall be used to deliver the Highways Services.
- 6.1.14.1 its registration number and, if used, fleet identification number;
  - 6.1.14.2. a description of the type of Vehicle and its intended use;
  - 6.1.14.3. its gross vehicle weight,
  - 6.1.14.4. its tare weight;
  - 6.1.14.5. the name of the manufacturer of the chassis cab, its model, and the chassis cab's serial number;
  - 6.1.14.6. the name of the manufacturer(s) of all fitted coachworks and any mechanical lifting devices, including model identification and serial numbers,
  - 6.1.14.7. the date of manufacture of the chassis;
  - 6.1.14.8. the date of manufacture of its body works and coach building;
  - 6.1.14.9. the mileage it has completed (to be updated in the register annually),
  - 6.1.14.10. the safe working loads of any fitted mechanical lifting devices,
  - 6.1.14.11. the colour of the cab and bodyworks;
  - 6.1.14.12. the name and contact details of its owner;
  - 6.1.14.13. if the owner is not the Service Provider, details of the terms of any hire or lease agreement;
  - 6.1.14.14. its routine maintenance schedule; and
  - 6.1.14.15. a confirmation of its condition and fitness for purpose for the round(s)/tasks for which it is being used.

6.1.15. The Asset and Equipment Register shall contain as a minimum the following information regarding each item of Equipment (other than Vehicles) with a value greater than £500 that shall be used to deliver the Highways Services:

6.1.15.1. an identification number;

6.1.15.2. a description of the type of equipment and its intended use;

6.1.15.3. the name of its manufacturer, its model, and serial number;

6.1.15.4. the date of manufacture;

6.1.15.5. the safe working loads of any fitted mechanical lifting devices;

6.1.15.6. the operating hours that it has completed (to be updated in the register annually);

6.1.15.7. the name and contact details of its owner;

6.1.15.8. if the owner is not the Service Provider, details of the term of any hire or lease agreement;

6.1.15.9. its routine maintenance schedule; and

6.1.15.10. a confirmation of its condition and fitness for purpose for the tasks for which it is being used.

## 6.2. HIGHWAY INVENTORY

6.2.1. From the Service Commencement Date the Service Provider shall commence the production of a Highway Inventory as part of the annual inspection regime set out at Part 8 (Inspections) of this Highways Services Specification.

6.2.2. No later than the second anniversary of the Service Commencement Date the Service Provider shall provide a comprehensive Highway Inventory containing details of all Apparatus and Highway Network Parts which are being utilised in the performance of the Highways Services.

6.2.3. The Highway Inventory shall contain, as a minimum, the following information:

6.2.3.1. a brief description of the age, status and type of Apparatus and Highway Network Parts as well as details of its condition, including any defects, and expected life;

6.2.3.2. Location of the Apparatus and Highway Network Parts;

- 6.2.3.3. any defects in the Apparatus and Highway Network Parts preventing use in the manner for which it was originally intended;
  - 6.2.3.4. the anticipated replacement date for the Apparatus and/or Highway Network Parts, and
  - 6.2.3.5. any Reactive Maintenance which the Service Provider anticipates will be required to be carried out to the Apparatus or Highway Network Parts in the upcoming Agreement Year.
  - 6.2.3.6. The Service Provider shall keep the Highway Inventory up to date at all times, and shall submit a revised Inventory as part of each Annual Report.
- 6.2.4. The Highway Inventory shall include all assets that shall be to be used to deliver the Highways Services and shall encompass the planned date where an asset shall begin being used and the planned dates in which assets shall cease to be used to deliver the Highways Services

**7. Part 7: General Requirements for the Provision of the Service**

**7.1. TRANSPORT ASSET MANAGEMENT PLAN**

7.1.1. The Service Provider shall, by the end of November in each Agreement Year and in accordance with the requirements under this Highways Services Specification, provide all information and data as necessary on the condition of the Highway Network to inform the Transport Asset Management Plan (TAMP) to the Technical Services Provider (copied to the Council) in order to allow the Technical Services Provider to maintain and update the TAMP to support the Council's budget setting process.

**7.2. PERFORMANCE MANAGEMENT**

7.2.1. The Service Provider shall put in place, no later than twenty (20) Business Days prior to the Service Commencement Date processes to record performance data in order to meet the requirements of the performance management regime set out in Clause 34 (Performance Monitoring) of the Agreement and to record that information specified under this Highways Services Specification on the MIS.

**7.3. USE OF THE CRM SYSTEM**

7.3.1. To the extent that the Service Provider, determines that the CRM System and associated infrastructure needs renewal and/or replacement in order to support the Service Provider in the delivery of the Highways Services the Service Provider shall:

7.3.1.1. implement any replacements for the systems currently in use which shall be configured, integrated and tested ready to be used from the Service Commencement Date;

7.3.1.2. upgrade the existing system security and ensure that the form of system security supports the Council's corporate policy requirements in respect of the same.

7.3.2. The Service Provider shall, where relevant, implement a transparent and efficient decommissioning protocol having regard always to the Council's obligations in respect of the management and safeguarding of Council Data.

7.3.3. Throughout the Agreement Period, on an annual basis with the first review to take place on the anniversary of the first Agreement Year and each anniversary thereafter, the Service Provider shall review the ICT Environment in place to ensure that:

- 7.3.3.1. new developments can be utilised to improve efficiency;
- 7.3.3.2. the Software in place are "fit for purpose" and support all required elements of the Highways Services Specification;
- 7.3.3.3. where improvements are identified that can be made proposals shall be put forward to the Council in the form of a business case to implement such improvements as soon as possible. The Council shall, acting reasonably, review and respond in respect of such proposals within ten (10) Business Days of receipt. To the extent the Council does not agree with the proposals or does not respond the request shall be rejected.

#### 7.4. RECORDS

- 7.4.1. The Service Provider shall create, collect and maintain records.
  - 7.4.1.1. required and/or defined in this Highways Services Specification;
  - 7.4.1.2. required by Legislation;
  - 7.4.1.3. to record the performance delivery of the Highways Services;
  - 7.4.1.4. to safeguard the Council's and the Service Provider's liabilities by creating a record of all actions relating to the Highways Services which can be used to defend any claims brought against the Council at any time;
  - 7.4.1.5. of inventories and amendments to the Highway Network as a result of schemes and all other works delivered in accordance with the Annual Programme including any Capital Works (Highways); and
  - 7.4.1.6. any other records as reasonably required by the Council (together being the **Highway Records**).
- 7.4.2. The Service Provider shall ensure that the Highway Records are kept in a format acceptable to the Council on the MIS and are kept up to date at all times

#### 7.5. HIGHWAYS DEPOT

- 7.5.1 The Service Provider shall comply with the terms of the Highways Depot Lease.
- 7.5.2 The Service Provider shall:

- 7.5.2.1. manage the Highways Depot including the storage, procurement and issuing of all consumables required for the delivery of the Highways Service;
- 7.5.2.2. be responsible for the safe operation of the Highways Depot including storage and loading of materials from external suppliers' plant; and
- 7.5.2.3. manage all health, safety and fire issues, yard security, facilities management, workplace transport and all other requirements, including liaison with other authorised depot users, residents and businesses.

8. **Part 8: Inspections**

8.1. **HIGHWAY NETWORK INSPECTIONS**

Safety Inspections

8.1.1. The Service Provider shall carry out routine inspections of the Highway Network to ensure that the Council complies with all statutory requirements and Highways Policies in relation to the Highway Network including those to which the Council is subject as a Highways Authority (**Safety Inspections**).

8.1.2. The frequency of the inspections required under paragraph 8.1.1 shall be determined by reference to the terms of the Highways Policies which shall have regard to the nature and type of element of the Highway Network in question.

8.1.3. All proposed actions and maintenance works carried out by the Service Provider in respect of the Highway Network shall be carried out in such a manner so as to allow the Council to rely on Section 58 of the Highways Act

8.1.4. Once the Service Provider has carried out a Safety Inspection it shall:

8.1.4.1. as soon as reasonably practicable identify those matters requiring action through the Reactive Maintenance Procedure or under the Emergency Works Procedure, together with a proposed course of action to resolve the relevant issue in accordance with this Highways Services Specification which shall include but not be limited to, making safe in accordance with paragraph 9.4 and shall, without delay, take all reasonable steps to carry out such identified actions;

8.1.4.2 notwithstanding paragraph 8.1.4.1, within five (5) Business Days produce a written report setting out whether there are any safety issues which require action, including full details of the same and what category of maintenance should be applied in order to resolve the issue including any actions which may have already been completed under paragraph 8.1.4.1 (**Safety Inspection Report**);

8.1.5 On completion of the Safety Inspection Report, the Service Provider shall:

8.1.5.1 immediately upload the Safety Inspection Report to the MIS;

8.1.5.2 on receipt of any reasonable request, promptly provide the Safety Inspection Report to any other stakeholders; and

- 8.1.5.3. continue to update the Safety Inspection Report, recording all information, actions taken and outcomes achieved to address the relevant issue promptly following the relevant occurrence and shall continue to do so until the matter is resolved to the satisfaction of all parties.
- 8.1.6. Each Safety Inspection Report shall be included in the relevant month's Monthly Report.
- 8.1.7. The Service Provider shall be responsible for managing all reports from third parties associated with defects to the Highway Network and Apparatus responding in a timely manner and resolving such reports in accordance with its obligations under this Highways Services Specification.
- 8.1.8. Where the Service Provider, in the course of carrying out any Safety Inspection, identifies any matters which are not within the scope of the Highways Services which it reasonably believes would be a breach of any of the Council's statutory duties in respect of the Highway Network for example in respect of the built environment or open spaces, the Service Provider shall:
- 8.1.8.1. notify the Council promptly of the same;
  - 8.1.8.2. where relevant notify the Technical Services Provider; and
  - 8.1.8.3. where necessary, as a minimum, ensure that any health and safety issues are addressed so that there is no immediate risk to the public in respect of the issue in question.
- 8.1.9. In respect of any matters identified as requiring action through the Safety Inspection Report set out at paragraph 8.1.4.2, the Service Provider shall raise notifications for works to be carried out via the MIS, with such works to be carried out in accordance with the relevant timeframes set out in this Highways Services Specification and the Target Service Level in respect of KPI Numbers relating to Highways Services and inform the appropriate third parties of any steps they should take to address the relevant matters, such as:
- (a) overgrowing vegetation;
  - (b) dangerous structures/walls etc;
  - (c) mud on the road;
  - (d) obstruction on the highway;
  - (e) skips (which do not appear to have a permit);

- (f) scaffold (which do not appear to have a permit);
- (g) hoarding (which do not appear to have a permit),
- (h) damage to the highway caused by developers, and
- (i) illegal vehicle crossings,

the performance of which shall be included in either the next relevant or the current Reactive Maintenance Procedure as appropriate.

8.1.10 In respect of any matter arising under paragraph 8.1.9(b), the Service Provider shall, immediately upon becoming aware of the dangerous structure or wall, notify the Technical Services Provider in writing of the location of the relevant structure, a brief description of the conditions and proposed actions required to make the structure safe, as well as any other relevant information relating to safety, risk and Highways Services Users

8.1.11 As soon as reasonably practicable following the completion of the Safety Inspection Report, the Service Provider shall inform any relevant third parties of any actions to be undertaken as a result of the Safety Inspection Report.

8.1.12 The Service Provider shall then promptly carry out the required actions (or procure that relevant third parties carry out the required actions), taking all reasonable steps to minimise the disruption to any Highways Services Users in carrying out such works.

8.1.13. Throughout the execution of any works in response to the findings of a Safety Inspection Report the Service Provider shall manage any communication with the relevant third parties to ensure their co-operation.

#### Reactive inspections

8.1.14. The Service Provider shall provide an efficient and effective response service to Highways Services Users, the Council, the Technical Services Provider and other parties who raise complaints, queries, service requests or provide reports relating to the condition of the Highway Network which shall include the provision of a reactive inspection service whereby on notification of any issue which may compromise the integrity of the Highway Network or make the Highway Network unsafe the Service Provider shall carry out an inspection of the issue as soon as reasonably practicable, having regard to the nature of the issue (**Reactive Inspection**)

- 8.1.15. The Service Provider shall, through the development of the relevant Reactive Maintenance Procedure, propose and prioritise the need for further actions to address the highlighted issue in accordance with the Highway Inspection Policy.
- 8.1.16. The Service Provider shall promptly provide the results of the findings of the Reactive Inspection and the proposed actions, if any, to the originator of the complaint, query, service request or report in the form of the Reactive Inspection Report.
- 8.1.17. All information, including any Reactive Inspection Report, received, and produced, actions taken and outcomes achieved shall be recorded by the Service Provider on the MIS and also on the Council's CRM System as soon as reasonably practicable and in any event no later than the end of the relevant Business Day in which the information is produced.
- 8.1.18. To the extent any works are required in order to address the findings of a Reactive Inspection, the Service Provider shall include such works in the relevant Reactive Maintenance Procedure and such works shall be carried out in accordance with the standards of Part 8 of this Highways Services Specification.
- 8.1.19. The Service Provider shall provide each Reactive Inspection Report to:
- 8.1.19.1. any stakeholders, promptly following receipt of any reasonable request; and
  - 8.1.19.2. the Technical Services Provider where the required works do not qualify as Reactive Maintenance.
- 8.1.20. Each Reactive Inspection Report shall be included in the relevant month's Monthly Report.

#### Annual Engineering Inspection

- 8.1.21. The Service Provider shall carry out the Annual Engineering Inspection in accordance with the requirements of the following paragraphs and to the same standard and with the same duty of care of any other Inspection as specified in the Highway Inspection Policy.
- 8.1.22. The Service Provider shall prior to the 30th November in each Agreement Year, ensure that it has carried out the Annual Engineering Inspection in respect of the entire Highway Network, and provided a report in respect of the condition of all Highway Network Parts to the Technical Services Provider and the Council giving details of the general condition of the Highway Network and recommending a programme of works (where any work is beyond the scope of the

Highways Services) taking into account available budgets to the extent such information is available, being the Annual Engineering Inspection Report.

- 8 1.23. In carrying out the Annual Engineering Inspection and producing the Annual Engineering Inspection Report the duty of care owed by the Service Provider to the Technical Services Provider shall be as set out in the Provider Direct Agreement, but shall include, as a minimum, the exercise of reasonable, care, skill and diligence as may be expected of a person with a suitable level of experience and expertise.

NRSWA Inspections

- 8 1.24 The Service Provider shall:

8.1.24.1. fulfil the Council's obligations under the Greater Manchester Road Activities Permitting Scheme (GMRAPS), in particular so that the Council is able to adhere to the four key principles as set out in paragraph 4.3 of the GMRAPS scheme document dated December 2011 (as updated from time to time); and

8.1.24.2 supply all necessary information and data for participation in the GMRAPS scheme.

- 8.1.25. The Service Provider shall carry out such investigatory works as are necessary to determine whether each statutory undertaker has complied with his duties in respect of service reinstatements in accordance with NRSWA.

- 8.1.26 The Service Provider shall comply with the street authority's procedures as specified in the Department of Transport Code of Practice for Inspections (dated September 2002 as amended or replaced from time to time) Such compliance shall include sample inspections, defect inspections, investigatory inspections, improvement plan inspections and inspection of Streetworks Licences as prescribed under Section 50 of NRSWA.

- 8.1.27. The Service Provider shall manage the access and programme of works which any statutory undertaker requests in respect of the Highway Network Such agreement shall include the number of sample trenches which a statutory undertaker shall be entitled to place on the Highway Network.

- 8 1.28. The Service Provider shall, subject to the overarching requirement of compliance with the Council's statutory duties as a Highway Authority, inspect any permitted works and shall be responsible for producing

invoices and obtaining payment in respect of the grant of such rights on behalf of the Council.

8.1.29. The Service Provider shall ensure that:

8.1.29.1. any reinstatements of a trench by a statutory undertaker comply with NRSWA (HAUC) Inspection Policy; and

8.1.29.2. all defects identified by any party are reinstated and/or rectified to such standard as required by the Highways Policies.

8.1.30. The Service Provider shall be responsible for contacting the appropriate statutory undertaker in accordance with Section 81 of the Highway Act 1980 where any part of the Highway Network which is the responsibility of a statutory undertaker requires repair.

8.1.31. Once the Service Provider has informed the statutory undertaker of the required action under paragraph 8.1.27, the Service Provider shall then be responsible for ensuring that the relevant repair is carried out to a suitable standard and in a timely manner.

8.1.32. The Service Provider shall provide a project management service to the Council in respect of the management of any activities and works on the Highway Network to be carried out by statutory undertakers or other third parties. Where required the Service Provider shall process and provide any relevant permits for such work.

8.1.33. The Service Provider shall ensure that all permits granted in respect of paragraph 8.1.32 are granted pursuant to the Greater Manchester Roads Activities Permit Scheme.

9. **Part 9: Maintenance Service**

9.1. **REACTIVE MAINTENANCE**

- 9.1.1. The Service Provider shall carry out Reactive Maintenance in respect of the Highway Network:
- 9.1.1.1. so as to ensure that the Council is able to comply with its statutory duties in relation to maintenance of the Highway Network, and in order to allow the Council to rely on the terms of Section 58 of the Highways Act in order to defend any claim;
  - 9.1.1.2. in order to rectify or make safe any defects as categorised by the Highways Policies and in accordance with the timeframes specified in the Highways Policies and the Key Performance Indicators; and
  - 9.1.1.3. in accordance with all relevant Legislation, Good Industry Practice, statutory guidance, Highways Policies and any other relevant information to ensure Best Value on behalf of the Council.
- 9.1.2. Subject to paragraph 9.1, the Service Provider shall be required to repair, maintain and carry out works to those Highway Network Parts under the Reactive Maintenance Procedure. Such works shall include resurfacing works, where
- 9.1.2.1. Good Industry Practice dictates that resurfacing is the most cost effective approach in order to drive the most efficient whole life cost treatment for the Highway Network Part;
  - 9.1.2.2. the relevant area is up to and including fifty (50) m<sup>2</sup>;
  - 9.1.2.3. the proposed Reactive Maintenance can be designed effectively to take account of the drainage solution in respect of the relevant Highway Network Parts so as not to have a detrimental effect on the Service Provider's compliance with paragraph 9.6 of the Highways Services Specification; and
  - 9.1.2.4. such resurfacing does not cut across any Capital Works (Highways) of which the Service Provider is or ought reasonably be aware
- 9.1.3. Where the Highway Network Parts which require reactive maintenance cover an area in excess of fifty (50) m<sup>2</sup> then the Service Provider shall report (as a Prompt Report) such requirement to the Council and/or the Technical Services Provider who shall then determine whether the

relevant reactive maintenance shall form part of the Capital Programme (Highways).

9.1.4. The Service Provider shall include as part of the Annual Programme, a comprehensive Reactive Maintenance Procedure to ensure that the Council is able to comply with the requirements as set out in the Highways Policies which shall include compliance with its statutory duties in relation to maintenance of the Highway Network, and performance of such activities to make best use of the Council's resources in order to provide the Council with a robust defence under Section 58 of the Highways Act in respect of any claim.

9.1.5. The Reactive Maintenance Procedure shall include:

9.1.5.1. a programme of works which are collated from information already gathered in respect of the condition of the Highway Network; and

9.1.5.2. a responsive programme of works to react to issues which arise with the Highway Network on a month by month basis.

9.1.6. In preparing each Reactive Maintenance Procedure the Service Provider shall:

9.1.6.1. take into account the maintenance required as indicated in any Safety Inspection Reports and Reactive Inspection Reports;

9.1.6.2. liaise with any stakeholders, Council members, members of the public or third party bodies who express a concern in respect of the Highway Network;

9.1.6.3. include a programme of works for the relevant period to ensure the safety and accessibility of footpaths;

9.1.6.4. include a programme of works to rectify defective carriageway markings in accordance with paragraph 9.3.

9.1.7. On the completion of any Reactive Maintenance not previously contemplated in the Reactive Maintenance Procedure, the Service Provider shall include details of the relevant maintenance in the next Monthly Report.

## 9.2. PUBLIC RIGHTS OF WAY ("PROW"):

9.2.1. The Service Provider shall carry out such works as are required to ensure the safety and accessibility of footpaths so as to ensure the

Council is able to comply with the Highways Policies and, where the two differ, to substantially comply with its statutory obligations.

- 9.2.2. Where possible the Service Provider shall propose and carry out such works as are required to improve the safety and accessibility and quality of footpaths.

9.3. CARRIAGEWAY MARKINGS

- 9.3.1. The Service Provider shall deliver a programme of works to rectify defective carriageway markings so as to ensure the Council is able to comply with its statutory obligations which shall be included in the Reactive Maintenance Procedure.

9.4. EMERGENCY WORKS PROCEDURE AND EMERGENCY INCIDENT RESPONSE

- 9.4.1. The Service Provider shall provide a draft Emergency Works Procedure to the Council no later than twenty (20) Business Days prior to the Service Commencement Date, and shall provide an updated procedure for review as part of each Annual Programme. Such Emergency Works Procedure shall include but not be limited to the following:

9.4.1.1. a methodology for prioritising emergency incident response including how the Service Provider intends to co-ordinate its activity with that of the emergency services, where required, covering liaison, communication and division of responsibilities;

9.4.1.2. a process for "first response" on notification of an Emergency Incident;

9.4.1.3. details of staffing plans to be put in place, including contact details of relevant staff to be contactable 24/7 in the event of an Emergency Incident;

9.4.1.4. outline methodologies for dealing with Emergency Incidents such as road traffic accidents damaging the Highway Network, to flooding or road collapse. The Service Provider shall consider the most likely Emergency Incidents to occur and provide suitable procedures to follow in such instances; and

9.4.1.5. at all times the Emergency Works Procedure shall be developed in line with the Council's Major Incident Emergency Plan

- 9.4.2. The Service Provider shall respond to all Emergency Incidents in accordance with Good Industry Practice and the Emergency Works Procedure, and shall procure that action is taken to make the affected parts of the Highway Network safe and resolve the Emergency Incident. As such the Service Provider shall:
- 9.4.2.1. between the hours of 8am and 6pm, attend any emergency incidents on the Highway Network within a maximum of one (1) hour of receiving notification or becoming aware of an Emergency Incident;
  - 9.4.2.2. between the hours of 6pm and 8am attend emergency incidents on the Highway Network within one and a half (1.5) hours of receiving notification or becoming aware of an Emergency Incident.
- 9.4.3. The Service Provider shall make adequate provision to receive notifications regarding Emergency Incidents 24 hours a day and 7 days per week throughout the year including all public holidays.
- 9.4.4. Where the Highway Network has been rendered unsafe by an Emergency Incident, the Service Provider shall make the Highway Network safe by carrying out an immediate repair.
- 9.4.5. When an immediate repair cannot be effected, the Service Provider shall put appropriate traffic control measures in place, or take other appropriate actions, to make the Highway Network safe as soon as is practically possible.
- 9.4.6. The Service Provider shall cooperate with the emergency services when assistance is required in relation to any Emergency Incident.
- 9.4.7. Following an Emergency Incident, the Service Provider shall make available all necessary resources to assist others in returning the Highway Network to normal operating conditions.
- 9.4.8. The Service Provider shall maintain a record of all Emergency Incidents and actions taken, and provide full details of the same in each Monthly Report.

9.5. MAJOR PEACETIME EMERGENCY / CIVIL DEFENCE

- 9.5.1. The Service Provider shall fulfil the Council's statutory responsibilities and play a key supporting role in respect of any Serious Incident which arises. Such response shall take the form specified in the Council's Emergency Works Procedure (as notified by the Council from time to time).

- 9.5.2. In the event of a Serious Incident the Service Provider or the Council shall declare a Serious Incident and the Service Provider, with support from the Council where appropriate, use all reasonable endeavours to:
- 9.5.2.1. eliminate such dangers or obstructions or put arrangements in place to make the Highway Network safe with the minimum of delay;
  - 9.5.2.2. organise its resources used in connection with the Agreement and make them available in part or in whole as required to assist with the management of the response to the Serious Incident;
  - 9.5.2.3. attend the Serious Incident within one (1) hour of either receiving an instruction from the Council or becoming aware of the Serious Incident between the hours of 8am-6pm, and
  - 9.5.2.4. attend the Serious Incident within one and a half (1.5) hour of either receiving an instruction from the Council or becoming aware of the Serious Incident between the hours of 6pm-8am.
- 9.5.3. In responding to a Serious Incident, the Service Provider shall suspend the whole or part of the Highways Services as necessary under this Agreement either where instructed by the Council during the period that the Serious Incident is subsisting or where the Service Provider's resources are engaged in responding to such Serious Incident
- 9.5.4. The Service Provider shall support the emergency services during a Serious Incident offering suitable support as required.
- 9.5.5. The Service Provider shall facilitate the involvement of voluntary organisations or other bodies to work alongside the Service Provider's employees during the period of the Serious Incident.
- 9.5.6. The Service Provider shall in the event of a requirement to retain a facility or service for a period greater than a Business Day, agree the necessary staffing levels and resources with the Council and provide the same.
- 9.5.7. The Service Provider shall maintain an effective means of communication with the Council for the duration of the Serious Incident.
- 9.5.8. The Service Provider shall cooperate with the Council's Lead Emergency Planning Officer in the production and development of the Council's Major Incident Emergency Plan and provide information regarding its available resources as required by the Council.

9.6. CYCLICAL HIGHWAY MAINTENANCE (DRAINAGE)

- 9.6.1. The Service Provider shall at all times during the Services Period:
- 9.6.1.1. take all reasonable steps to ensure that the Highway Network is drained efficiently and effectively ensuring that there is no standing surface water left on the Highway Network;
  - 9.6.1.2. ensure that properties adjacent to the Highway Network do not suffer flooding as a result of inoperative highway drainage units;
  - 9.6.1.3. minimise the negative effects that poor drainage has on the integrity and effective life of the Highway Network;
  - 9.6.1.4. ensure that natural watercourses are not contaminated by highway pollutants;
  - 9.6.1.5. to the extent required under the Highways Policies, ensure that the Council's statutory duties, in respect of drainage in relation to the Highway Network under the Flood & Water Management Act 2010 are complied with;
  - 9.6.1.6. develop and implement schedules of cleansing at such frequencies to ensure that the drainage infrastructure that is the responsibility of the Council (including, without limitation, gullies, gully outlets, manholes, catchpits, slotted channels, combined kerb & drainage units, grips, ditches, screens and culverts etc) operate effectively at all times. This will require the Service Provider to maintain drainage units on different parts of the Highway Network at different frequencies and using different mechanical/manual cleansing methods depending on the location;
  - 9.6.1.7. in the event that any gullies cannot be cleaned during the normal working week due to the likelihood of disruption being caused to the Highway Network and the adverse impact on traffic, and subject to paragraph 9.6.1.3 the Service Provider shall arrange to clean them at weekends. This activity must be recorded on the MIS so that it is capable of being interrogated by the Council.
  - 9.6.1.8. promptly remove all rubbish, debris and detritus impeding the flow of water in the vicinity of the drainage infrastructure including the whole of the surrounding apron in the case of gullies set back from the carriageway edge;
  - 9.6.1.9. monitor oil interceptors owned and maintained by the Council and ensure that they are emptied and cleansed at sufficient

frequencies to ensure that contamination of natural outlets does not occur;

- 9.6.1.10. develop and implement a method of recording all location and unit cleansing activities for the purpose of updating the asset information, and record such information on the MIS. The information recorded shall include, but not be limited to, date, time, exact location, any defects noted and the success or failure of the operation;
- 9.6.1.11. clear, cleanse, jet, rod as is appropriate any blocked or partially obstructed surface water drainage units/systems which become apparent via Safety Inspections or Reactive Inspections or by any other means as soon as is practicable to return them to a fully operational condition;
- 9.6.1.12. provide the following capabilities with sufficient capacity to provide the required services in relation to the Highway Network
  - (a) camera facilities to identify problems/location;
  - (b) roof cutter,
  - (c) flail;
  - (d) wart hog,
  - (e) tracker (to identify depths of problems);
  - (f) undertake drain tracking and investigation of any drainage problems to identify the problem and repair required to gully leads or highway sewers;
  - (g) identify existing sewers for junction improvement schemes; and
  - (h) identify unrecorded highway drainage (in order to cope with both the small back entry type work and the highway sewer collapse/desilting).
- 9.6.1.13. respond immediately to any incidents of flooding on the Highway Network in order to maintain the safe operation of the Highway Network and prevent damage to adjacent property,
- 9.6.1.14. record and analyse the incidence and causes of the flooding and identify remedial works to prevent their reoccurrence and,

subject to acceptance by the Council, include such remedial works in the Annual Programme and provide such information to the Technical Services Provider as soon as it becomes available;

- 9.6.1.15. manage and collect the location information and associated data for gullies, manholes, catchpits, soakaways, oil separators, slotted channels and combined kerb & drainage systems etc, in a subway, alleyway or other location where vehicular access is impracticable and the cleaning/emptying operation must be undertaken manually in the same format as that collected for the accessible drainage unit cleansing operations and record the same on the MIS.

#### Network Management:

- 9.6.2. The Service Provider shall undertake all necessary liaison work with the following bodies to manage the highway drainage network in accordance with the Council's statutory duties:

- 9.6.2.1. Environment Agency;
- 9.6.2.2. United Utilities ("UU");
- 9.6.2.3. members of the public, and elected members of the Council;
- 9.6.2.4. farms;
- 9.6.2.5. the National Trust;
- 9.6.2.6. Transport for Greater Manchester (TfGM); and
- 9.6.2.7. any other stakeholders.

- 9.6.3. Repair/"Dig down operations":

- 9.6.3.1. Where any blockage or obstruction of the Highway Network drainage system has not been resolved by the performance of the Cyclical Highways Maintenance (Drainage) by the Service Provider in accordance with paragraph 9.6.1 the Service Provider shall, note the location, timing and proposed course of action required to effect a resolution (Dig Down Operation). Such information shall be provided to the Technical Services Provider and the Council as soon as reasonably practicable and the Technical Services Provider or the Council shall determine whether to instruct the Service Provider to complete the Dig Down Operation.

9.6.3.2 In the event that either the Technical Services Provider or the Council does seek to instruct the Service Provider to carry out a Dig Down Operation the Service Provider shall repair gully leads/pots, the highway sewer and drop shafts and any underground drainage apparatus on the Highway Network to resolve any drainage problems.

9.6.3.3. In respect of the Highway Network drainage system the Service Provider shall:

- (a) replace/reset gully frames, manhole lids and frames and other iron work, this includes work carried out in accordance with 'Well Maintained Highways' and the HMEP report,
- (b) construct linear soakaways to avoid run off into properties; and
- (c) clean all ditches throughout the Highway Network on an annual basis, which includes but is not limited to Bankey Lane, Whitehouse Lane and Dunham Road,

to ensure all obstructions and/or blockages are minimised and the drainage systems are maintained in accordance with the Council's statutory duties.

## 9.7. WINTER SERVICE

9.7.1. The Service Provider shall provide Winter Maintenance Services in accordance with this paragraph 9.7 which shall minimise, mitigate and prevent adverse weather conditions impacting on the Highway Network in order to discharge the Council's statutory obligations in respect of the Highway Network and comply with the Highways Policies.

9.7.2. No later than twenty (20) Business Days prior to the Service Commencement Date, the Service Provider shall develop a Winter Maintenance Plan which it shall submit to the Council for approval.

9.7.3. By 30th June in each Agreement Year, the Service Provider shall update the Winter Maintenance Plan and submit the same to the Council for approval.

9.7.4. The Service Provider shall ensure that the Winter Maintenance Plan is designed to minimise and mitigate the effects of adverse weather conditions, including ice or snow, on the movement of people and vehicles, such that safe passage throughout the Highway Network, including pathways, footpaths and highways, is maintained to such a

standard so as to enable the Council to comply with its statutory duties to the extent required under the Highways Policies and to provide the Council with a robust defence to any insurance claim brought against the Council.

- 9.7.5. The Service Provider shall treat all areas of the Highway Network in accordance with the Winter Maintenance Plan.
- 9.7.6. The Service Provider shall manage the existing AGMA contract in respect of weather stations and sensors such that the Council's obligations are fully discharged (provided that the Council shall be liable for any payments due under such contract).
- 9.7.7. The Service Provider shall manage the existing weather forecasting contract with the Met Office such that the Council's obligations are fully discharged (provided that the Council shall be liable for any payments due under such contract).
- 9.7.8. In developing the Winter Maintenance Plan, the Service Provider shall include proposals to ensure that:
  - 9.7.8.1. sufficient salt is supplied through the Greater Manchester framework to ensure that adequate salt levels are maintained and salt bins are kept replenished in order to support the performance of the Winter Maintenance Plan;
  - 9.7.8.2. gritting operations and snow clearance are carried out in accordance with the requirements of the Highways Act;
  - 9.7.8.3. weather forecasts and ice predictions are interpreted using reasonable care and skill so as to ensure that a suitable response is provided by the Service Provider to minimise the impact of any adverse weather on the Highway Network and to provide a robust defence in relation to any claims in relation to any breach of the Council's statutory obligations in relation to the Highway Network.
- 9.7.9. The Service Provider shall ensure that it has the use of sufficient vehicles, equipment and resources to execute the Winter Maintenance Plan.
- 9.7.10. The Service Provider shall, as required, provide reserve and specialist plant and equipment to deliver the Winter Maintenance Plan.
- 9.7.11. The Service Provider shall carry out reactive ice and snow clearance treatments across the Highway Network as required.

9.7.12. The Service Provider shall respond to requests for assistance from stakeholders and/or the public where reasonable, and where 'self help' measures have been employed the Service Provider shall manage the distribution of salt.

9.7.13. The Service Provider shall promptly upload records of all operational decisions and actions in relation to winter maintenance to the MIS.

9.7.14. The Service Provider shall liaise with the Council, neighbouring highway authorities and emergency services, the media and other interested parties to inform them of any winter maintenance issues as required.

#### 9.8. NON-ILLUMINATED STREET FURNITURE

9.8.1. The Service Provider shall be responsible for the maintenance and repair, and replacement of all Non-Illuminated Street Furniture, including (without limitation):

- (a) benches/public seats,
- (b) bollards,
- (c) non-illuminated traffic bollards;
- (d) pedestrian guard rail;
- (e) street nameplates;
- (f) home watch, business watch, public notice boards;
- (g) cycle stands; and
- (h) fencing and walls.

9.8.2. The Service Provider shall include in the Reactive Maintenance Procedure the maintenance of all Non-Illuminated Street Furniture on the Highway Network in an appropriate and fit for use condition that contributes positively to road safety and the appearance of the public realm

10. **Part 10: Third Party Claims**

10.1. **MANAGEMENT AND PROCESSING OF THIRD PARTY CLAIMS AGAINST THE COUNCIL**

- 10.1.1. The Service Provider shall take all reasonable steps, in accordance with this paragraph 10, to allow the Council to defend any third party claim in respect of the Highway Network, including any claims under Section 41 of the Highways Act.
- 10.1.2. The Service Provider shall maintain throughout the Services Period appropriate policies and procedures in order to provide all evidence the Council may require to provide a robust defence in relation to any claims in relation to any breach of the Council's statutory obligations in relation to the Highway Network.
- 10.1.3. The Service Provider shall record and keep up to date all relevant information on claims relating to the Highway Network in a format to be approved by the Council on the MIS.
- 10.1.4. The Service Provider shall provide to the Council all information reasonably requested in respect of any third party claims in respect of the relevant part or parts of the Highway Network, including (without limitation):
- 10.1.4.1. records of repairs;
  - 10.1.4.2. records of inspections, complaints and/or surveys;
  - 10.1.4.3. high quality photographic evidence in relation to the alleged defect (including clear measurements where appropriate);
  - 10.1.4.4. adoption plans, where relevant;
  - 10.1.4.5. NRSWA notices for the 12 months prior to the incident and for the period following the incident; and
  - 10.1.4.6. any other information which may be relevant to the claim,
- as soon as reasonably practicable, and in any event no later than five (5) Business Days from receipt of the Council's request.
- 10.1.5. The Service Provider acknowledges that the prompt provision of information is an important part of the Council's defence of third party claims, and failure to do so could decrease the Council's chances of defending such claims.
- 10.1.6. The Council may request, and the Service Provider shall procure, that Personnel prepare witness statements and/or attend court proceedings

where such Personnel's evidence may help the Council in the defence of any claim, provided that the Council shall give reasonable notice of such requests, and the relevant Personnel's attendance is required for a reasonable period of time.

**11. Part 11: Network Management and Co-ordination**

**11.1. MANAGEMENT AND PROCESSING OF RECHARGEABLE WORKS**

- 11.1.1. The Service Provider shall be responsible for the making good of any damage to the Highway Network by a third party. The Service Provider shall be entitled to seek to recover all costs associated with the making safe, making good and repairs to the Highway Network damaged as a result of the actions of the relevant third party.
- 11.1.2. In seeking to recover any costs incurred in the rectification of any damage to the Highway Network the Service Provider shall:
- 11.1.2.1. implement a system for identifying and recording damage to the Highway Network caused by third parties and shall take all reasonable steps to identify third parties that damage the Highway Network;
  - 11.1.2.2. liaise with the police to establish details of any third parties that have caused damage to the Highway Network;
  - 11.1.2.3. inform the third party as soon as possible after receiving details of the intention to recover all costs of making safe, making good or repairs to the Highway Network;
  - 11.1.2.4. liaise with third party solicitors and insurance representatives;
  - 11.1.2.5. invoice third parties for final costs and take all steps necessary to receive payment.
- 11.1.3. In each Annual Report, the Service Provider shall provide to the Council reports on the volume, value and success rate for rate for claims made against third parties in respect of the recovery of costs associated with third party damage to the Highway Network.

**11.2. TEMPORARY TRAFFIC REGULATION ORDERS**

- 11.2.1. The Service Provider shall manage and process temporary TROs and temporary notices on behalf of the Council.
- 11.2.2. In managing temporary TROs the Service Provider shall:
- 11.2.2.1. liaise with the police, other emergency services, parish/town councils, elected members of the Council and other interested bodies;

11.2.2.2. ensure statutory processes are followed including placing of notices on site and in the press;

11.2.2.3. provide and manage public access to the TROs and temporary TROs and related information;

11.2.2.4. use approved software for recording purposes ensuring that a complete record of all processes in respect of TRO applications, the subsequent grant of any temporary TROs or TROs and the issue of notices including but not limited to, those required under the following Acts:

(a) Town Police Clauses Act 1847;

(b) Road Traffic Regulation Act 1984; and

(c) Highways (Traffic Calming) Regulations 1999 (SI 1999/1026),

is maintained throughout the Services Period and for a reasonable period thereafter.

### 11.3. CHANGES TO ROAD LAYOUT:

11.3.1. When changes to the road layout on a footway crossing or bell mouth are proposed by a developer then the Service Provider shall support the Technical Services Provider in agreeing those works with the developer providing any relevant Data, information or Records to support the proposed road works.

11.3.2. Once the terms of the works are agreed with the Technical Services Provider the Service Provider shall manage the completion of such works and, on completion, include the amended part of the Highway Network in any Annual Programme going forward.

### 11.4. ROAD PERMITTING SERVICES:

11.4.1. The Service Provider shall ensure the operation, management, administration and delivery of the Road Permitting Service (including enforcement) and all associated Licences in accordance with this paragraph 11.4 in accordance with the Council's statutory duties. This shall include the authorisation of road opening permits and collection of fees in respect of, but not limited to the following circumstances:

11.4.1.1. road opening permits,

11.4.1.2. licences for placing a builder's skip on the highway;

11.4.1.3. licences for scaffolding;

- 11.4.1.4. licences for hoarding;
- 11.4.1.5. licences for A frames on the footway;
- 11.4.1.6. licences for tables and chairs on the footway;
- 11.4.1.7. street trading or market trading licences;
- 11.4.1.8. oversailing licences;
- 11.4.1.9. amenity licences;
- 11.4.1.10. landscaping or planning licences;
- 11.4.1.11. licences to bridge over a highway or overhang the highway;
- 11.4.1.12. licenses to a sub-contractor for the purposes of carrying out any part of the Highways Services; and
- 11.4.1.13. any other works or use of object subject to consent under s115E of the Highways Act.

#### 11.4.2. **Issue of Licences**

Subject to paragraph 11.4.3, the Service Provider can grant any Licence listed at paragraph 11.4.1 without the prior written consent of the Council, provided that the Service Provider shall not grant any Licence pursuant to paragraphs 11.4.1.5, 11.4.1.6 and 11.4.1.9 (or any other matter not listed at paragraph 11.4.1) without the prior written consent of the Council.

#### 11.4.3. **Condition on Licences**

From the Services Commencement Date, the Council shall be entitled to:

- (a) set conditions and restrictions (including limits on charges) on the granting or issuing by the Service Provider of any of the classes of Licence or any individual Licence falling within such classes;
- (b) add to the class of Licences from time to time where the administration of such Licences is directly related to or directly affects the performance of the Highways Services;
- (c) require the Service Provider to include in any charge made an amount being collected on behalf of the

Council in relation to insurance costs associated with any Licence.

**11.4.4. Minimum Period of Licences**

The Service Provider shall not grant any permissions, licences or authorisations which would result in Road Section Closures beyond the minimum period reasonably necessary

11.4.5 To the extent the Council has not exercised its rights under paragraph 11.4.3, the Service Provider may, subject to the Council's written consent, propose any fees and charges in relation to permit applications. In each Annual Programme thereafter, the Service Provider shall make recommendations to the Council as to the level of fees and charges for permits. No changes to fees shall be imposed without the written consent of the Council

11.4.6. The Service Provider shall ensure any statutory procedures for any relevant consent are undertaken in accordance with all relevant statutory requirements.

**11.4.7. Reporting**

The Service Provider shall include in the Monthly Report for the relevant month details of any permissions, licences or authorisations granted, refused or closed pursuant to paragraph 30 (Exercise of Statutory Powers by Council) and paragraph 36 (Highways Works Authority) of the Highways Services Special Conditions.

11.4.8. The Service Provider shall be responsible for the receipt, management and documentation of all road scheme permit applications and awards and such information shall be routinely recorded on the MIS such that the Council shall be able to access the relevant data at all times.

**11.5. NETWORK COORDINATION**

11.5.1 The Service Provider shall manage and co-ordinate activities on the Highway Network in order to keep disruption to the travelling public to a minimum and to allow the Council to comply with its network management duties under the TMA and the duty to co-ordinate works on the highway as prescribed by NRSWA in accordance with the requirements of the Highways Policies.

11.5.2. The Service Provider shall coordinate activities of third parties working under :

11.5.2.1. the Highways Act;

11.5.2.2. any planning regulations; and

11.5.2.3. the NRSWA.

11.5.3. The Service Provider shall:

11.5.3.1. attend meetings of the Great Manchester Events Safety Advisory Group;

11.5.3.2. assess work programme conflicts and manage and coordinate occupation of the Highway Network;

11.5.3.3. carry out coordination beyond the Council Area which takes into consideration activities in adjacent areas and on adjoining road networks; and

11.5.3.4. identify any potential changes to planned works required as a result of an identified conflict and to take the appropriate action to mitigate such conflicts.

## APPENDIX 1 METHOD STATEMENTS

The Service Provider shall provide and maintain the Method Statements relating to the Highways Services in accordance with this Appendix 1, provided that the Service Provider shall not amend the Method Statements without the Council's prior written consent.

1. GENERAL REQUIREMENTS OF THE HIGHWAYS SERVICES (INCLUDING THE DEPOT).
2. REACTIVE MAINTENANCE
3. CYCLICAL HIGHWAY MAINTENANCE (DRAINAGE).
4. HIGHWAY NETWORK INSPECTION.
5. ROAD PERMITTING SERVICE
6. CARRIAGEWAY MARKINGS
7. PUBLIC RIGHTS OF WAY (PROW).
8. NON-ILLUMINATED STREET FURNITURE.
9. WINTER MAINTENANCE.
10. CAPITAL WORKS (HIGHWAY)
11. NETWORK MANAGEMENT AND COORDINATION
12. THIRD PARTY CLAIMS

## METHOD STATEMENT 1. GENERAL REQUIREMENTS OF THE HIGHWAYS SERVICES

Please provide a detailed Method Statement setting out the method proposed to ensure General Management of the Reactive Maintenance and Cyclical Highway Maintenance (Drainage) is undertaken

- Depot stores, procurement and issuing of materials
- Depot safety
- Depot security
- Fuel storage and issue

### Management

- Personnel management of supervisors/team leaders of the functions carried out as outlined in the Method Statements.
- Cost monitoring financial control of the operation overall.

### Policy

- Co-ordination of policies for the Reactive Maintenance, Cyclical Highway Maintenance (Drainage) and Winter Maintenance Services.

### Liaison

- Requests for service
- Complaints
- Freedom of information requests
- Input into Trafford website
- Greater Manchester technical groups
- TfGM
- Highways Maintenance Efficiency Programme
- Statutory undertakers
- Emergency services
- Bus companies
- Provide information to the Service Manager such as KPI's, briefing on-scheme progress
- Consultation meetings with elected members and members of the public
- Attending friends groups and other stakeholder meetings
- Attending meetings out of normal working hours

## METHOD STATEMENT 2. REACTIVE MAINTENANCE

Please provide a detailed Method Statement setting out the method proposed to ensure Reactive Maintenance is undertaken

- Reactive maintenance policy
- Repairs to potholes
- Patching repairs
- Kerb replacement
- Works to avoid trips and slips
- Replacement of cracked, rocking and uneven flags
- Liaison with the highway inspectors
- Use of the depot facilities
- Works order procedure and recording of works carried out
- New techniques/trials
- Overbanding and joint repairs
- Reports of innovative procedures and improvement for the Service Manager
- Liaison with the Technical Services Provider
- Liaison see Method Statement 1
- Cost monitoring
- Reference to national works standards, codes of practice, guidance notes
- Reference to internal policy
- Emergency Works Procedures
- emergency incident response
- Major reactive emergency/civil defence
- Use of camera facilities and tracker
- Root cutter, flail, warthog
- Speed of response
- Works order procedures and recording works carried out

### Trenches

- Frequency and stages of inspection
- Coring
- Reference to NRSWA
- Reference to NRSWA (HAUC) inspection policy

### Utilities Plant and Equipment

- Broken manhole covers and frames

### METHOD STATEMENT 3. CYCLICAL HIGHWAY MAINTENANCE (DRAINAGE)

Please provide a detailed Method Statement setting out the method proposed to ensure Cyclical Highway Maintenance (Drainage) is undertaken

- Cleaning carriageway gullies and footway gullies
- Frequency of cleaning gullies/risk management
- Gully cleaning routes and weekend work
- Use of the depot
- Works order procedure and recording works carried out
- Liaison with stākēholders (see Method Statement 1)
- Cost monitoring
- Reference to national construction/works standards, codes of practice and guidance notes
- Reference to internal policies
- Network Management
- Dig Down Operations

Please provide a detailed Method Statement setting out the method proposed to ensure Repairs to Gully Pots, Gully Leads, and Highways Drainage. Replacement of Frames and Manhole Covers is undertaken

- Investigation of the problem
- Health and Safety requirements
- Materials
- Reinstatement
- Permit system
- Cost monitoring

#### Covers and Frames

- Replacement of MH cover
- Replacement of gully grate and frame

#### Flooding Measures

- Construction of linear soakaways
- Cleaning of ditches
- Cleaning of screens and culverts under the highway
- Investigation of flooding incidents and liaison with the Lot 3 drainage engineer

## METHOD STATEMENT 4 HIGHWAY NETWORK INSPECTION

Please provide a detailed Method Statement setting out the method proposed to ensure Highway Inspections are undertaken

Please provide a detailed Method Statement including the following:

- Method of identification and recording of defects
- Annual Engineering Inspections (AEI's)
- Liaison with Technical Services Provider re AEI's
- Requests for service
- Method of dealing with claims and insurance
- Works notification procedure
- Third party infringements; overgrowing vegetation, dangerous structures/walls, mud on road, obstructions, skips without permits, scaffold without permit, hoarding with no permit, damage to the highway caused by developers, illegal vehicle crossings
- Reference to the Highways Act
- Reference to internal policies

## **METHOD STATEMENT 5 ROAD PERMITTING SERVICES**

Please provide a detailed Method Statement setting out the method proposed to ensure Enactments/Enforcement/Permits are undertaken

- Road opening permits
- Skip permits
- Scaffolding permits
- Hoarding permits
- 'A' frames on the footway
- Table and chairs on the footway
- Mobile cranes
- Enforcement of third party infringements (see Method Statement 12)
- Reference to the Highways Act

## **METHOD STATEMENT 6. CARRIAGEWAY MARKINGS**

Please provide a detailed Method Statement setting out the method proposed to ensure Carriageway Markings are undertaken

- Identification of works, prioritisation and production of a carriageway marking programme
- Carriageway marking materials and methods of operation
- Health and Safety
- Reference to national industry standards for road marking

## **METHOD STATEMENT 7. PUBLIC RIGHT OF WAY (PROW)**

Please provide a detailed Method Statement setting out the method proposed to ensure appropriate Public Right of Way (PROW) work is undertaken

- Liaison with Technical Services Provider who is responsible for a strategic role on PROW
- Reactive works to ensure safety and accessibility
- Liaison with the Lot 1 provider re cutting back vegetation
- Liaison with enactment engineer to serve notice on landowners to cut back overgrowing vegetation
- Styles, signs and gates
- Reference to national industry standards, codes of practice, guidance notes

## **METHOD STATEMENT 8. NON-ILLUMINATED STREET FURNITURE**

Please provide a detailed Method Statement setting out the method proposed to ensure appropriate work regarding Non-Illuminated Street Furniture is undertaken

- Repair and replacement
  - Benches/public seats
  - Bollards
  - Non-illuminated (traffic bollards)
  - Pedestrian guard rail
  - Street name plates
  - Home watch signs and similar
  - Public noticeboards
  - Cycle stands
  - Fencing and walls
- Reference to manufacturers information

## **METHOD STATEMENT 9. WINTER MAINTENANCE**

Please provide a detailed Method Statement setting out the method proposed to ensure appropriate work regarding Winter Maintenance is undertaken

- Method of managing the gritting operations
- Snow clearance
- Management of the existing weather forecasting contract with the Met office
- Ordering salt
- Criteria for gritting
- Reference to the internal Winter Maintenance Policy (see Method Statement 1)

## **METHOD STATEMENT 10. CAPITAL WORKS (HIGHWAYS)**

Please provide a detailed Method Statement setting out the method proposed to ensure appropriate work regarding Capital Works (Highways) is undertaken

- The proposed approach to tendering for any capital highway works requested by the Council;
- Approach to pricing of any capital highway works including demonstration of value for money,
- Methods of delivery, including likely subcontracting arrangements and risk allocation.

## **METHOD STATEMENT 11. NETWORK MANAGEMENT AND COORDINATION**

Please provide a detailed Method Statement setting out the method proposed to ensure appropriate work regarding Network Management and Coordination is undertaken:

- The proposed approach for the management and processing of rechargeable works
- Approach to managing temporary TROs and requested changes to road layouts
- Methods for managing the Road Permitting Service
- Proposed method of achieving successful Network Coordination

**METHOD STATEMENT 12. THIRD PARTY CLAIMS**

Please provide a detailed Method Statement setting out the method proposed to ensure appropriate work regarding Third Party Claims is undertaken:

- Method to ensure third party claims are managed in accordance with Part 10

## **Appendix 2: Highways Policies**

- Highway Policy
- Pavement Management Policy
- Preventative Maintenance Policy
- Structural Maintenance Policy
- Conservation Area Policy
- Street Light Planned Maintenance Policy
- Design for Primary Distributor Roads
- S278 Agreement Procedure
- Highway Inspection Policy
- Transport Asset Management
- Street Lighting Policy
- Traffic Management Plans

