



Highways Maintenance Efficiency Programme

The Form of Contract for Highways Maintenance Services

Service Information

Version 1 February 2013



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REVISION SCHEDULE

THE FORM OF CONTRACT FOR HIGHWAYS MAINTENANCE SERVICES

Rev	Date	Details	Prepared by	Reviewed by	Approved by
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This Programme is supported by the following organisations:



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FOREWORD

ABOUT THE HIGHWAYS MAINTENANCE EFFICIENCY PROGRAMME

The Highways Maintenance Efficiency Programme (HMEP) is a sector-led transformation initiative that will maximise returns from investment and deliver efficiencies in highway maintenance services. The Programme started in April 2011 with sponsorship from the Department for Transport and is intended to run until 2018.

The Programme is offering local highway practitioners benefits from different ways of working. The vision is that over time, those involved in highways maintenance delivery, the local authorities as clients and their service providers, be they from the private or public sector will adopt an ambitious and longer-term approach to enable them to:

- Continuously find new and improved ways of delivering services to highway users and managing highways assets,
- Make use of collaborative partnerships to improve processes and outcomes, and
- Deliver a sustainable balance between meeting the needs of highways users, improving quality and minimising costs.

The overall Programme has been developed by the Programme Board through key personnel who support HMEP's development. This will ensure that:

- The Programme is truly being driven by what the whole sector needs and wants ('by the sector for the sector'),
- The solutions identified by the sector are relevant, realistic, repeatable, scalable and sustainable, and
- HMEP is benefits-led, driving true transformation of the sector with tangible efficiency gains and a lasting legacy.

As a transformation initiative HMEP is targeting the ways local highway authorities conduct their business. It invites the sector to adopt new ways of working to deliver efficiency savings through:

- **Collaboration & Change** – looking at how alliances between authorities, and clients and their providers, can be formed to deliver efficiencies in the delivery of highway maintenance services. Other projects are looking at changing business processes; for instance by applying LEAN thinking to the processes behind service delivery and how services or processes can be streamlined to realise efficiencies.

- **Procurement, Contracting and Standardisation** – advising on the routes to procurement enabling authorities to determine how their current service is aligned to current thinking and which is the best procurement option to realise their future service ambitions. It also provides the tools so that efficiencies can arise through the use of, for instance, a standardised form of contract and highway maintenance specification which are better aligned to the activities that local highway authorities undertake.
- **Asset Management** – by providing advice to the sector in the form of updated asset management guidance; for both a simplistic and, where appropriate, more complex lifecycle planning tool to determine whole life asset costs, thus moving away from a reactive to a longer-term approach for maintaining highways assets. To provide training specifically targeted at practitioners to help them move towards an asset management approach and to adopt the new HMEP guidance and tools.
- **Benchmarking & Performance** – collecting, sharing and comparing performance data on Customer/Quality/Cost to help both understanding to show how effective local highway authorities are in delivering Value for Money services and drive targeted efficiencies.

Products and tools are being developed for each of these themes and are being designed to be interdependent, but complementary, so that authorities can maximise their returns from their investments.

ABOUT THIS SUITE OF CONTRACT DOCUMENTS

This suite of contract documents is part of the HMEP Procurement, Standardisation & Contracting theme. Entering into a contract is a time consuming process and there have been many developments in how they should be undertaken in recent years. This HMEP suite of documents compiles the current thinking around procurement and offers tools by which term maintenance services can be procured. It aims to remove the burden of maintaining the many bespoke forms of contract that authorities use and replace them with standard examples based on current good practice within the sector and is expected to be used in conjunction with the HMEP Standard Specification and Standard Details for Local Highway Maintenance to procure term service maintenance contracts or highway maintenance services. The suite comprises:

- Official Journal of the European Union (OJEU) Procedures and Notes for Guidance,
- Pre-qualification Questionnaire and Notes for Guidance,
- Instructions for Tenderers and Notes for Guidance,
- The Form of Contract for Highway Maintenance Services.

These documents are located at <http://www.dft.gov.uk/hmep/efficiency/standard-form-of-contact.php>

The suite of contract documents takes practitioners through the procurement stages from advertising the intention to procure to the contract documentation needed to formalise the contractual relationships. It guides strategic thinking around the different considerations when

completing these stages. In sequence, the first document, the OJEU, would be used to advertise an impending contract. The second document comprises the Pre-qualification Questionnaire which is used to determine the merits of those service providers that should be invited to tender from those that should not. The third, the Instructions for Tenderers gives the data necessary for the *Contractor* to return the tender in the required format. Finally, the form of contract which provides the *conditions of contract* and details the Parties' contractual obligations and requirements for performance. These documents will give Local Highway Authority officers the guidance they need to make the right choices while maintaining as much flexibility as possible to vary the scope of works.

Standardisation is one of the key facets of the Programme that will contribute to delivering efficiencies. Local highway authorities need to be aware that any variation to these standard forms, particularly the form of contract, has to be considered carefully and will introduce the need to consult, check and seek appropriate contract and or legal advice. The benefits to an authority of not making changes is that there is greater understanding through the use of these common forms that *Contractors*, in time, will become more familiar and confident in using them, which may lead to more competitive prices. Any change will detract from the benefit of using the common forms and will have to be measured against the perceived benefit of using other highway authority bespoke forms. Every change introduced increases uncertainty which the *Contractor* has to consider and which potentially leads to an increase in cost. Anything that generates inefficiencies and higher than average costs for construction activities would be considered contrary to the HMEP guiding principles.

STANDARD FORM OF CONTRACT FOR HIGHWAY MAINTENANCE SERVICES

This publication uses the NEC 3 Term Service Contract and comprises the form of agreement, the contract data parts 1 and 2, a template for the Service Information and the Partnering Information as well as associated guidance.

HOW WILL THIS HELP YOU DELIVER MORE EFFICIENT SERVICES?

This suite of documents is aimed at local highway authorities to help guide them when procuring highway maintenance services. It is targeted at the Head of Procurement and Head of Highway level to guide their strategic thinking around the different considerations when completing their contract documents. It is based on the findings from a survey of the sector in October 2011 and examples of current contracts obtained from those authorities that have most recently procured highway maintenance services.

COMMENTS AND FEEDBACK

The HMEP Programme Board would welcome any comments and feedback on this suite of documents so that it may be reviewed, improved and refined to give the sector the best advice possible. If you wish to make a comment, please send an email to highwayefficiency@dft.gsi.gov.uk with the header 'Feedback on the HMEP Suite of Contract Documents'.

SERVICE INFORMATION

1. IDENTIFIED AND DEFINED TERMS

In this document the terms identified have the following meanings:

Council Offices are the *Employer's* offices for

[.....],
[.....] and
[.....].

Depots are the *Employer's* regional depots namely:

[.....],
[.....] and
[.....].

Storage Area(s) comprise the *Employer's* storage areas at

[.....],
[.....] and
[.....].

2. DESCRIPTION OF THE SERVICE

2.1 A description of the *service* provided by the *Contractor* is provided in Schedule 1.

3. SPECIFICATIONS

3.1 The specifications for the provision of the *services* are set out in Schedule 2.

4. CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE SERVICE

4.1 In Providing the Service, the *Contractor* does not cause unreasonable noise, disturbance or other pollution and minimises interference to the Affected Property and activities taking place on it or to other property in the vicinity.

- 4.2 The *Contractor* takes measures to prevent damage loss, injury or nuisance (whether or not to the Affected Property) caused by:
 - 4.2.1 mud, dirt, stones or other material used while Providing the Service,
 - 4.2.2 fuel or lubricant, mud, dirt, stones or other material spilled or deposited on the Affected Property, or,
 - 4.2.3 smoke or dust generated whilst Providing the Service.
- 4.3 [The *Employer* sets out any further constraints affecting the provision of the *service*.]

5. DELEGATION

- 5.1 A list of any actions¹ delegated by the *Service Manager* is notified by him to the *Contractor* in accordance with this contract unless later changed in the Task Order.
- 5.2 The *Employer* may delegate to the *Contractor* the exercise of the functions vested in the *Employer* in accordance with the Table of *Employers Delegated Statutory Functions* set out in Schedule 14.
- 5.3 The delegation of functions (subject to the restrictions set out in the headings to columns 3 and 4 of the table of delegated functions) is in accordance with the Contracting Out (Highways Functions) Order 2009.

6. MEETINGS

- 6.1 [The *Employer* sets out his requirements for meetings]

7. NOTICES

- 7.1 The address for communications is:
For the *Employer*

Name:	
Email:	
Address:	

¹ It is not necessary for the *Employer* to identify all his actions to be delegated before the *Contractor* starts Providing the Service; it is helpful to provide an initial list of actions delegated to others.

For the *Contractor*

Name:	
Email:	
Address:	

If there is a change of address the Party notifies the other within 5 Working Days.

- 7.2 A notice issued on a non-working day or outside of normal working hours is treated as if it was issued on the following Working Day.
- 7.3 Electronic mail is an acceptable form of communication for the purpose of this contract.
- 7.4 Any notices of adjudication intention to refer a dispute to adjudication and or litigation and any formal steps in either process are sent by pre-paid special or recorded delivery post or delivered by hand and will be deemed to be duly given or made:
 - 2 Working Days after being sent by pre-paid special or recorded delivery post or,
 - when delivered by hand if a signature has been obtained acknowledging receipt.

8. CONTRACTOR'S DESIGN

8.1 [The *Employer* sets out details of any parts of the *service* to be designed by the *Contractor*.]

9. CONTRACTOR'S PLAN

9.1 [The *Employer* sets out his additional requirements relating to provision by the *Contractor* of the *Contractor's* plan.]

10. QUALITY ASSURANCE

10.1 [The *Employer* sets out his requirements relating to quality assurance.]

11. TESTS AND INSPECTIONS

11.1 [The *Employer* sets out his requirements relating to tests and inspections.]

12. RISK MANAGEMENT

12.1 The *Contractor* carries out (with assistance from the *Employer*, the *Service Manager* and any relevant *Subcontractors* engaged in relation to the *service* as considered appropriate) an initial risk assessment during the mobilisation period to identify:

12.1.1 potential risks relating to Providing the Service during the first Financial Year (and thereafter for each ensuing Financial Year during the *service period*), the occurrence of which are capable of adversely affecting the time for completion, cost or quality of the *service* during that Financial Year,

12.1.2 the probability of these risks occurring,

12.1.3 a financial estimate of the most likely consequences of each risk occurring,

12.1.4 (without prejudice to the risk allocation under, and terms of, the *conditions of contract*) those risks that are within the control, or are best managed by, the *Employer*, the *Service Manager* or the *Contractor* or any other relevant members of the Supply Chain engaged in relation to the relevant part of the *service* (provided that, for the avoidance of doubt, such risk allocation does not change the contractual risk allocation in this contract).

The results of this initial risk assessment will be included in a risk register produced by the *Contractor* prior to the *starting date* which will become the “Risk Register” for the purposes of this contract.

12.2 Throughout the *service period* in collaboration with the Operations Board and with assistance from the *Employer*, the *Service Manager* and any relevant members of the Strategic Supply Chain the *Contractor* reviews at monthly intervals (or such other intervals as may be agreed by the Parties from time to time) and updates the Risk Register in relation to:

12.2.1 any new risks that have arisen since the date of the last review,

12.2.2 the steps taken to manage, prevent or mitigate previously identified risks,

12.2.3 risks which have been successfully managed, prevented or mitigated (which can be removed from the Risk Register), and

12.2.4 (without prejudice to the risk allocation under, and terms of, the *conditions of contract*) the prioritisation of all continuing risks and agreement of an action plan in respect of, and risk owners for, all risks prioritised as serious risks.

12.3 In accordance with clause 16.3 of the *conditions of contract*, the *Contractor* or the *Service Manager* arrange meetings to review the Risk Register in accordance with paragraph 12.2 above.

- 12.4 Unless otherwise agreed, the *Contractor* and the *Employer* operate a similar procedure to that set out in paragraphs 12.1, 12.2, 12.3, 12.5 and 12.6 in relation to the carrying out of parts of the *service* under individual Task Orders.
- 12.5 Throughout the *service period* the Parties identify and mitigate potential risks affecting the delivery of the *service*.
- 12.6 The *Contractor* arranges progress meetings at monthly intervals (or at such other intervals as may be agreed from time to time by the Parties) with the Operations Board to report on progress in relation to individual Tasks and generally in relation to the performance of the *service* and the actual and forecast costs of Providing the Service during the relevant Financial Year.

13. ACCESS TO AND USE OF THE AFFECTED PROPERTY

- 13.1 The *Employer* provides access to and use of each part of the Area Network to the *Contractor* as necessary to Provide the Service, subject to any limitations set out in the Network Information in Schedule 11 and the operation of any relevant statutory provisions.
- 13.2 [With effect from the *starting date*, the *Contractor* occupies the [Council Offices] [Depots] [Storage Area(s)] as a licensee under the terms of the licence(s) set out in Schedule 4.]
- 13.3 [The *Contractor* enters into leases of the [Council Offices] [Depots] [Storage Area(s)], in substantially the form of the draft leases set out in Schedule 4 (incorporating such amendments as are necessary in the context of each individual [Office] [Depot] [Storage Area]), and in accordance with the terms of Schedule 4.]
- 13.4 The *Contractor* and the *Employer* agree to exclude the *Contractor's* rights to security of tenure after the expiry of the relevant lease pursuant to sections 24 to 28 of the Landlord and Tenant Act 1954 pursuant to the terms set out in Schedule 4.
- 13.5 [The *Contractor* and the *Employer* enter into leases of the [Council Offices] [Depots] [Storage Area(s)] as soon as practicable after the date of this contract in accordance with the terms set out in Schedule 4.]
- 13.6 The Parties review the need for the [Council Offices] [Depots] [Storage Area(s)] during the *service period* in light of the needs of the *service* and the continued availability of the relevant premises.
- 13.7 The *Contractor* does not use the [Council Offices] [Depots] [Storage Area(s)] for any purpose other than for Providing the Service unless such use (and the terms of such use) is agreed by the *Employer* in advance, in writing.

13.8 The *Employer* provides to the *Contractor*, on or before the *starting date*, full details of an environmental report or reports setting out (as a minimum) details of ground investigations into any existing contamination at any Depots and/or Storage Areas together with any additions reports or schedules of condition reasonably necessary for the *Contractor* to properly assess its risks in operating from any Depot or using any Storage Area.

14. PRE-PLANNING DELIVERY OF THE SERVICE

14.1 The Medium Term Plan

14.1.1 The Parties prepare the Medium Term Plan with the *Employer* taking overall responsibility. The Medium Term Plan sets out the priorities for the delivery of the *service* over a rolling [3/4/5]² year period based on the *Employer's* expected budget for the *service* over the same period.

14.1.2 The Medium Term Plan is reviewed by the Strategic Board on an annual basis. The *Employer* takes account of the requirements of the Strategic Board in relation to the Medium Term Plan.

14.2 The Annual Plan

14.2.1 The *Employer* is responsible for providing the Annual Plan, in consultation with the Strategic Board.

14.2.2 Before the starting date, the *Employer* prepares an Annual Plan in respect of the first Financial Year of the service period setting out his plan for the provision of the service during that Financial Year.

14.2.3 Where any work to be provided as part of the service continues beyond the end of the relevant Financial Year, the Annual Plan identifies the extent of the work to be provided during that Financial Year.

14.2.4 During the course of each Financial Year, the Employer is responsible for providing the Annual Plan for the following Financial Year so that a new Annual Plan for the next Financial Year is accepted by the Strategic Board before the start of the next Financial Year.

14.2.5 Each Annual Plan is accepted by the Strategic Board before the start of each Financial Year. A reason for not accepting the Annual Plan is that:

- it does not comply with the Service Information,
- the Annual Plan will not meet the Objectives,
- the plans it shows are not practicable,

² *Employer* selects the number of years that match his medium term financial planning period.

- the delivery of the Annual Plan will exceed the *Service Budget* for the relevant Financial Year or
- the Annual Plan does not address the priorities for the relevant Financial Year agreed by the Strategic Board.

14.2.6 Following acceptance by the Strategic Board the *Employer* and the *Service Manager* discuss the Annual Plan and make changes to it to include the matters approved by the Strategic Board in accordance with paragraph 14.2.3 above.

14.2.7 The Annual Plan is based on, and represents development of, the Medium Term Plan.

14.3 Details to be contained in the Annual Plan

14.3.1 The Annual Plan sets out (with as much detail as it is practicable for the *Employer* to provide) details of the *service* to be provided during the Financial Year in order to meet the Objectives and within the available *Service Budget*.

14.3.2 The *Employer* submits details of any changes to the Annual Plan to the Strategic Board either before or during the course of any Financial Year for acceptance.

14.3.3 The *Employer* shows on his Annual Plan

- the Financial Year to which it relates,
- the forecast number of Task Orders to be issued,
- a forecast of the total Price for the *service* (if Option A is used),
- the estimated total cost for the *service* (if Options C and E is used),
- Identified risk for Providing the Service and
- any other information which the Service Information or the Strategic Board require to be shown on an Annual Plan.

15. PROVISION OF BUDGETARY INFORMATION

15.1 The *Employer* shares with the *Contractor* details of the estimated *Service Budget* (and, to the extent the *Employer* considers necessary or helpful, the breakdown of the estimated *Service Budget* between estimated capital and revenue budgets) for the forthcoming Financial Year and for the balance of the Medium Term Plan.

16. CHANGES TO THE ANNUAL PLAN DURING A FINANCIAL YEAR

16.1 Discussion of actual or proposed changes to the *Service Budget*

The *Employer* informs the *Contractor* of any changes to the *Service Budget* during a Financial Year. The Parties discuss the changes with a view to agreeing whether, and if so, what, changes may be necessary to the provision of the *service* set out in the Annual Plan and the effect upon the Prices and or forecast Defined Cost. The Parties mitigate the impact of any change in the *Service Budget*.

16.2 Changes to the *service* in the Annual Plan which is not the subject of an issued Task Order.

16.2.1 The *Service Manager* may instruct changes to parts of the *service* set out in the Annual Plan which are not the subject of an issued Task Order. The changes may reduce or increase the *service* provided by the *Contractor* in the Financial Year.

16.2.2 If the changes increase the *service* to be provided within the Financial Year and the *Contractor* considers that the *services* will not be completed within the Financial Year or the *Service Budget*, the *Contractor* notifies the *Employer*.

16.2.3 The Parties work together to agree any changes to the *service* and the Prices and or forecast Defined Cost. If the Parties fail to agree any changes within 4 weeks of notification by the *Contractor* (or alternative period agreed between the Parties) the matter is decided by the Strategic Board. If the Strategic Board does not reach a decision at the first meeting either Party may seek resolution of the matter in accordance with the dispute resolution provisions set out in secondary Option W2.

16.3 Changes to the *service* which is the subject of an issued Task Order

16.3.1 The *Service Manager* may instruct a change to the *service* set out in an issued Task Order. The change may reduce or increase the *service* provided by the *Contractor* in the relevant Financial Year.

16.3.2 If the change increases the *service* to be provided by the *Contractor* within the Financial Year and the *Contractor* considers that the *service* will not be completed within the Financial Year or the *Service Budget*, the *Contractor* notifies the *Employer*.

16.3.3 The Parties work together to agree any necessary changes to the *service* and any change to the Prices and or forecast Defined Cost. If the Parties agree, the *Employer* issues an additional Task Order or the matter is dealt with by the *Service Manager* as a compensation event in accordance with clause 60 of the *conditions of contract*.

16.4 Recording changes

16.4.1 Any changes to the Annual Plan or any existing Task Order and any financial consequences are recorded in writing and the other Party is notified.

17. OPERATION OF ICT SYSTEMS

- 17.1 The *Contractor* implements and maintains an ICT system or systems in connection with the provision of the *service* that is, or are, compatible with, and input relevant information records into, the *Employer's* ICT system or systems for:
- monitoring the progress and cost of the *service* and progress against the relevant Annual Plan,
 - maintaining up to date records of the state and condition of the Area Network, and
 - the storage of all reports and records produced in relation to the performance of the *service*.
- 17.2 All information stored on ICT systems maintained by the *Contractor* in connection with Providing the Service is in a format that can be accessed by the *Employer* and is capable of being transferred to the *Employer* or a third Party at the expiry or earlier termination of this contract. The *Contractor* ensures that all necessary licences are in place in relation to software provided by the *Contractor* under this contract to enable the *Employer* to continue to operate any ICT system or systems utilising such software without infringing any copyright or third Party rights.
- 17.3 The *Contractor* provides the *Employer* with access to the *Contractor's* ICT systems and ensures the compatibility of its ICT systems with the *Employer's* ICT systems. The *Contractor* grants, or procures the grant of, licences to enable the *Employer* to access and use the ICT systems developed, procured or otherwise provided from time to time by the *Contractor* in Providing the Service.
- 17.4 The *Contractor* complies with the *Employer's* ICT policies (as the same may be updated from time to time), including but not limited to information security policies and procedures in respect of communications, access controls and the safeguarding of any information and data relating to the *Employer's* business.
- 17.5 The *Contractor* stores information and data which relates to the *Employer* and the *service* only as necessary for the *Contractor* to Provide the Service where the *Contractor*:
- stores any such information and data it takes responsibility for preserving the integrity of such information and data and prevents its corruption or loss, and
 - backs up any such information and data on a secure system which complies with the *Employer's* ICT policies (as the same may be updated from time to time).
- 17.6 The *Contractor* gives appropriate training to its people and, where relevant, any Subcontractors so that when they are Providing the Service they have knowledge of and are competent to use the ICT systems maintained by the *Contractor* and or the *Employer* (as the case may be).

- 17.7 The *Parties* may enter into appropriate service level agreements in respect of their respective ICT systems (hardware and or software) during the *Contractor's* mobilisation period and prior to the *starting date*.
- 17.8 Details of the *Parties* respective ICT systems relevant to Providing the Service are set out in Schedule 5.

18. HEALTH AND SAFETY

- 18.1 The *Contractor* provides the *Service Manager* with details of any serious accident or fatality to any person employed by or contracted to him on the Affected Property as soon as possible after an accident occurs.
- 18.2 The *Contractor* reports to the *Service Manager* details of any notifiable incident that occurs on the Affected Property as soon as possible after the occurrence. Notifiable incidents are those that require reporting to the *Health and Safety Executive* and or cause a significant delay in provision of the *service*.
- 18.3 The *Contractor* notifies the *Service Manager* as soon as possible (and in any event within 24 hours) after any accidents or dangerous occurrences which are reportable pursuant to the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) arising out of or in connection with the provision of the *service*.
- 18.4 If any claim is made against the *Contractor* he promptly notifies the *Service Manager* together with full details of the relevant claim.

19. MANAGEMENT OF THE SERVICE

- 19.1 A two level management structure is proposed, consisting of an *Operations Board* dealing with the day to day management and a *Strategic Board* dealing with the strategic development of this contract.
- 19.2 The *Operations Board*
- 19.2.1 The *Operations Board* meets monthly unless otherwise agreed. The *Operations Board* comprises five people, three people from the *Employer* and two people from the *Contractor*, both being involved in the operational delivery of the contract. The *Contractor* and the *Employer* each appoint people to the *Operations Board* prior to the *starting date* and ensure that they are able to attend all meetings of the *Operations Board*. Any replacement person is only accepted with the prior consent of all other members of the *Operations Board* (such consent not to be unreasonably withheld).

19.2.2 The *Operations Board* is responsible for:

- monitoring and reviewing the performance of the *Contractor* in the delivery of the *service*, in particular, the performance of the *Contractor* against the Key Performance Indicators and the progress of Tasks against their predicted Task Completion Dates,
- making recommendations and observations to the *Contractor* and the *Employer* regarding the operational performance of the *Contractor* and ways in which performance needs to be, or might be, improved,
- liaising with the *Strategic Board* and sharing the results of its monitoring of the *Contractor's* performance of the *service* with a view to identifying any lessons that can be learned or practices that can be improved upon,
- identifying, assisting, managing and mitigating operational risks, and
- monitoring the effectiveness and implementation of a shared culture and behaviours, considering proposals for improvement, and making recommendations to the *Strategic Board*.

19.2.3 Decisions of the *Operations Board* are made by the majority vote of the people attending each meeting, provided that a minimum of two people from each Party are present. In the event of a tied vote, the *Employer's* people have a casting vote.

19.2.4 The members of the *Operations Board* act in a spirit of mutual trust and co-operation.

19.3 The *Strategic Board*

19.3.1 The *Strategic Board* meets quarterly unless otherwise agreed. The *Strategic Board* consists of five people comprising three people from the *Employer* and two people from the *Contractor*, being directors or senior managers of the *Contractor* having responsibility for the performance of this contract, but not being involved in the day to day provision of the *service*.

19.3.2 Prior to the *starting date*, the *Employer* and the *Contractor* each appoint people to the *Strategic Board* and ensure that the designated person is able to attend all meetings of the *Strategic Board*. Any replacement person is only accepted with the prior consent of all other members of the *Strategic Board* (such consent not to be unreasonably withheld).

19.3.3 The *Strategic Board* is responsible for:

- overseeing the *Operations Board* and the performance of this contract to meet the Objectives,
- reviewing and assessing the *Contractor's* overall performance in providing the *service*,

- reviewing and approving the Medium Term Plan and the Annual Plan,
- ensuring the *service* is delivered within the Service Budget (subject to any supplement to the Service Budget which the *Employer* may secure from time to time during a Financial Year),
- implementing policy and procedures necessary for achieving the Objectives,
- deciding upon any issues raised by the Operations Board,
- promoting continuous improvement in the performance of the *service* and achievement of the Objectives,
- agreeing priorities and targets and year on year improvements in relation to the Key Performance Indicators,
- promoting the development of a shared culture and behaviour based on an integrated team approach and promoting and reinforcing a shared culture and behaviour throughout the *service period*, and
- deciding on any other matters agreed between the members of the *Strategic Board*.

19.3.4 Decisions of the *Strategic Board* are made by the majority vote of the people attending each meeting, provided that a minimum of two people from each Party are present. In the event of a tied vote, the *Employer's* people have a casting vote.

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

20. ACCOUNTS AND RECORDS (IF OPTIONS C OR E ARE USED)

[The *Employer* sets out any additional requirements below for open book cost management and includes details of the accounts and records to be provided by the *Contractor and allocation of components* of cost.]

20.1 Open book recording of costs

20.1.1 The *Contractor* keeps detailed records of the Defined Cost incurred to Provide the Service on an “open book” basis, i.e. on the basis that records of Defined Cost are maintained in a fully auditable manner and are made available to the *Employer* whenever reasonably required for the purposes of verification in connection with the provision of the *service*. The *Contractor* keeps such records for a period of 6 years after the *service period* unless otherwise set out in the *Employer's* policies.

20.1.2 The Parties agree that the *Contractor* will keep the accounts and records of Defined Cost as set out in Schedule 6 subject to any updates to these records and accounts agreed by the Parties at any time during the *service period*.

20.1.3 The Parties agree that the *Contractor* provides a breakdown of the Prices and Defined Cost for the *service* at each assessment date or as otherwise provided in this contract in the form set out in Schedule 7. The *Employer* may review the form of the breakdown during the *service period* and discuss any proposed changes with the *Contractor*. The *Contractor* complies with all reasonable requests to change the form of breakdown.

20.1.4 If requested by the *Employer*, the *Contractor* keeps separate records of all Defined Cost in relation to parts of the *service* that are, for local authority accounting purposes, treated as revenue and capital funded, provided the *Employer* has made clear in relevant Task Order(s) which elements are to be treated as revenue or capital funded.

20.2 Access to original vouchers and books of account

20.2.1 The *Contractor* provides to the *Employer* or its representatives or agents, full access to and or details of, all original vouchers and books of account necessary to demonstrate its Defined Cost if and when reasonably requested to do so by the *Employer*.

20.2.2 The *Contractor* grants to the *Employer* and its internal audit team authority to enter any premises used by the *Contractor* at any time and to have access to all correspondence, documents, books, property or other records relating to the provision of the *service*. The *Contractor* further agrees that the *Employer's* head of finance is entitled to receive such explanation as he or she considers necessary to establish the correctness of any matter under examination.

20.2.3 The Parties bear their own costs in connection with any such access unless the access reveals a material default by the *Contractor* in which case the *Contractor* reimburses the *Employer* its actual cost incurred in relation to the access and investigation.

20.2.4 The *Employer* may take copies of any material including computer data held by the *Contractor* relating to the provision of the *service* and as necessary to verify the accuracy of any accounting statement, charge, computation or claim made pursuant to any of the provisions of this contract.

20.2.5 The *Contractor* issues to the *Service Manager* within 12 weeks of the end of each Financial Year, at the cost of the *Contractor*, a certificate signed by its auditors certifying they are satisfied with the *Contractor's* financial systems in relation to the recording of financial information relating to the provision of the *service* in that Financial Year.

20.2.6 The *Employer* treats the *Commercially Sensitive Information* listed in the Contract Data part 2 as commercially sensitive and does not disclose it to others.

21. WORKING WITH THE *EMPLOYER* AND OTHERS

21.1 [The *Employer* sets out his requirements.]

22. SERVICES AND OTHER THINGS TO BE PROVIDED BY THE *EMPLOYER*

22.1 The *Employer* provides the services, Equipment, Plant and Materials and other things (if any) set out in Schedule 8. The *Contractor* hands back all such Equipment, Plant and Materials at the end of the *service period* in good repair and condition (allowing for fair wear and tear).

23. MOBILISATION AND DEMOBILISATION

23.1 The *Contractor* mobilises in order to provide the *service* with effect from the *starting date* in accordance with the Mobilisation Plan provided in the Contract Data (Part 2) (the “Mobilisation Plan”).

23.2 The Mobilisation Plan addresses the matters set out in Schedule 9.

23.3 The *Contractor* receives its Defined Cost of mobilisation up to a maximum sum of £[.....]³.

23.4 At the end of the *service period* or earlier if the *Contractor's* obligation to Provide the Service is terminated in accordance with other provisions of this contract, the *Contractor* co-operates in the transfer of part or whole of the *service* to the *Employer* or a replacement contractor.

23.5 Not later than 12 months prior to the expiry of the *service period* the *Contractor* provides a demobilisation plan setting out how he proposes to demobilise and handover the provision of the *service* to the *Employer* or a replacement contractor (the “Demobilisation Plan”).

23.6 The Demobilisation Plan addresses the matters set out in Schedule 10 and any other matters that the *Employer* reasonably requires or the Parties agree should be addressed.

23.7 The Demobilisation Plan is prepared by the *Contractor* and issued to the *Employer* for acceptance. Reasons for not accepting the Demobilisation Plan are that it will not enable the:

- transfer of the *service* to the *Employer* or another contractor without interfering with the timing of the *service* or impairing the effectiveness of the *service*,
- *Employer* to comply with its legal obligations or operational requirements.

³ The *Employer* inserts here the maximum amount as stated in the *Contractor's* tender.

- 23.8 The *Contractor* allows the *Employer* or incoming contractors to carry out a due diligence review to enable them to draw up proposals for delivery of the *service* after the transfer.
- 23.9 Access to the *Contractor's* premises and people for this review has due regard for the confidentiality of other business and customers of the *Contractor*. The *Contractor* allows all reasonable access to its premises and people for this purpose without charge to the *Employer*.
- 23.10 The *Contractor*, on request, transfers or sells to the *Employer* or incoming contractor any Plant and Materials and Equipment owned by the *Contractor* that are listed in the Demobilisation Plan and used exclusively to provide the *service* at the net book value or the open market value whichever is the lowest.
- 23.11 Where an item of Equipment used exclusively to provide the *service* is leased, the *Employer* may instruct the *Contractor* to transfer the lease of the Equipment to the incoming contractor subject to any necessary consent. The *Employer* or the incoming contractor will be responsible for the reasonable and proper costs of the *Contractor* in obtaining any necessary consent.
- 23.12 Where an item of Equipment is only partially used to Provide the *Service* the *Contractor* is under no obligation to sell or transfer or assign any lease of the Equipment but co-operates with the *Employer* regarding the continued use of the Equipment for an interim period or in an emergency after the termination date until it can be replaced or becomes unnecessary.
- 23.13 The *Contractor* co-operates with and provides reasonable assistance to the *Employer* or incoming Contractor as necessary to allow the *service* to be carried on without disruption to the Area Network. The *Contractor* completes the actions and executes any documents and meets all other requirements to implement the Demobilisation Plan.
- 23.14 The *Contractor* provides the *Employer* or incoming contractor with any data in a viable format relating to any work-in-progress in the provision of the *service* which is necessary to enable the *Employer* or incoming contractor to provide the *service*.
- 23.15 The *Contractor* co-operates with the *Employer* and incoming contractor during the handover and this co-operation extends to allowing for access to and providing copies of all documents, reports, summaries and information required to achieve an effective transition to the incoming contractor without disruption to the *Employer's* operational requirements.

24. ENVIRONMENTAL

- 24.1 [The *Employer* sets out his requirements.]

24.2 The *Contractor* uses working methods, equipment, materials and consumables which minimise environmental damage and comply with the *Employer's* environmental policies from time to time.

25. COMPLAINTS AND CUSTOMER CARE

25.1 The *Contractor* provides a prompt response to enquiries, requests and complaints from the public, local councils, councillors, members of parliament and the emergency services and deals efficiently and effectively with customer complaints at all times.

25.2 The *Contractor* notifies the *Employer* of all complaints received and keeps the *Employer* informed with a view to allowing the *Employer* to deal direct where the *Employer* considers it appropriate.

25.3 The *Contractor* responds to and gives notice to the *Employer* in time to enable the *Employer* to respond to (should it wish to deal directly with the complaint) all complaints within a period of 10 Working Days (unless otherwise agreed) from the date the complaint is made.

26. EMPLOYER'S POLICIES

26.1 The *Contractor* complies with the *Employer's* policies as set out in Schedule 13.

SCHEDULE 1 – DESCRIPTION OF THE SERVICE

The *service* includes the following parts⁴

Service part 1

- Mobilisation
- Management
- Demobilisation

Service part 2

- Emergency response maintenance
- Winter maintenance

Service part 3

- Planned maintenance and improvements

Service part 4

- Schemes

Service part 5

- Professional *services* including highways related design, traffic engineering, bridge management and design, road safety engineering and asset management

⁴ An example is provided. If there is more than one part to the *service* then they are set out by the *Employer*. A detailed description of the *service* is to be provided by the *Employer* according to the *services* provided by the *Contractor*. *Service* part 2 may include for example, emergency gangs, and responses to road traffic accidents in conjunction with the police, defined specialist repairs, traffic management, winter maintenance operations and making safe including Temporary Vertical Concrete Barriers (TVCB) or similar safety barriers. *Service* part 4 may include carriageway resurfacing, footway resurfacing, carriageway and footway reconstruction and highways improvement schemes.

SCHEDULE 2 – SPECIFICATIONS RELEVANT TO THE PROVISION OF THE *SERVICE*

SCHEDULE 3 – TABLE OF THE *SERVICE MANAGER’S* DELEGATED ACTIONS⁵

The actions of the *Service Manager* delegated to others are as follows:

Clause	Delegated action	Person responsible

⁵ To be completed by the *Employer* and attached to each Task Order.

SCHEDULE 4 – PROPERTY PROVISIONS

SCHEDULE 5 – DETAILS OF ICT SYSTEMS

SCHEDULE 6 – ACCOUNTS AND RECORDS TO BE KEPT BY THE CONTRACTOR

SCHEDULE 7 – SERVICE BREAKDOWN STRUCTURE

SCHEDULE 8 – EQUIPMENT, PLANT AND MATERIALS PROVIDED BY THE *EMPLOYER*

SCHEDULE 9 – MOBILISATION PLAN

The *Contractor's* Mobilisation Plan includes the methodology for implementing the following:

- de-mobilisation of the outgoing *Contractor*,
- names of key people (organisational structure),
- details of strategic and operational management,
- a risk register with proposed mitigation prepared in conjunction with the *Service Manager*,
- the mobilisation Programme,
- preparation of an initial Annual Plan (at least for the first full Financial Year if the *starting date* is part way through a Financial Year),
- completing the delivery of the *service* for the balance of a Financial Year within the balance of the *Service Budget* for that Financial Year in which the *Contractor* commences Providing the Service,
- *service* delivery arrangements, in particular identifying the requirements for emergency and winter maintenance,
- cost and value management arrangements,
- the Task Plan and Annual Plan preparation and
- communications, protocols for staff, for dealing with elected members and the public.

SCHEDULE 10 – MATTERS TO BE ADDRESSED IN THE DEMOBILISATION PLAN⁶

The *Contractor's* Demobilisation Plan includes methodology and procedures (to be issued to the *Service Manager* for acceptance) relating to the following:

- an inventory of the people used to Provide the Service together with all relevant TUPE information,
- a list of the premises (other than premises owned by the *Employer*), Equipment, Plant and Materials used to Provide the Service,
- details of premises (other than premises owned by the *Employer*), People, Equipment, Plant and Materials including,
- whether they are used exclusively for the provision of the *service* or shared with Others,
- whether any premises are leased or owned,
- the estimated value indicating the net book value or open market value (whichever is the lower) of any premises, Equipment, Plant and Materials used to Provide the Service (other than premises owned by the *Employer*),
- the extent to which the *Contractor* recovers the cost of any of the above items under this contract,
- the databases and archive files used to hold the *Employer's* data indicating details of size, media and location held,
- the Strategic Supply Chain, other third Party suppliers or subcontractors used as part of the delivery of the *service* indicating the equipment or *services* supplied and the volumes involved, and,
- the period of notice required in order for the *Contractor* to demobilise in accordance with the contract.

⁶ Requirements for demobilisation by the *Contractor* are to be accepted by the *Employer*.

SCHEDULE 11 – NETWORK INFORMATION

SCHEDULE 12 – PARENT COMPANY GUARANTEE

DATED 20

(1) [EMPLOYER]

AND

(2) [PARENT COMPANY GUARANTOR]

PARENT COMPANY GUARANTEE

In relation to

[.....]

a Highways Services Term Contract

between

[Employer] and [Contractor]

dated [.....]

THIS PARENT COMPANY GUARANTEE is dated [20/....]

BETWEEN:

- (1) **[COUNCIL]** of [.....] (the “**Employer**”); and
- (2) **[GUARANTOR]** (registered in England and Wales under company number [.....]) whose registered office is at [.....] (the “**Guarantor**”)

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this guarantee where the context so admits:

The following expression shall have the following meanings:

“Contract”

means a Highways Improvement and Maintenance Term Contract dated on or about the date of this guarantee between the *Employer* and the *Contractor* for the provision of highways services by the *Contractor* on the *Employer’s* highway,

“Contractor”

means [*insert name of Contractor*],

“Expiry”

means an expiry of the “*service period*” as defined in the Contract,

“Service”

means the highways works and services to be provided by the *Contractor* in accordance with the Contract.

1.2 Successors in Title

The *Employer* and the *Guarantor* shall include both Parties’ successors in title and assigns.

1.3 Headings

The headings in this guarantee are inserted for convenience only and shall be ignored in construing the terms and provisions hereof.

1.4 Joint Tenants

Where there are two or more persons included in the expressions “*Guarantor*” or “*Employer*” then such expressions shall include the plural number and any obligations expressed to be made by or with such Party hereunder or pursuant hereto shall be deemed to be made and undertaken by such persons jointly and severally.

2 GUARANTEE AND INDEMNITY

- 2.1 The *Guarantor* guarantees to the *Employer* that in the event of a breach of the Contract by the *Contractor* (which for the purposes of this guarantee shall include any default, occurrence or omission by the *Contractor* which results in the termination of the Contract or the determination of the *Contractor's* employment under the Contract and shall not be limited to a breach per se of any term of the Contract) the *Guarantor* shall, subject to the provisions of this guarantee, satisfy and discharge the loss, debt, damage, interest, cost or expense sustained or incurred by the *Employer* as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract. For the avoidance of doubt the decision of a court or tribunal of competent jurisdiction or agreement reached between the *Contractor* and the *Employer* shall be binding on the *Guarantor*.
- 2.2 If the *Contractor* fails to observe or perform any of its duties or obligations to the *Employer* under the Contract (which for the purposes of this guarantee shall include any default, occurrence or omission by the *Contractor* which results in the termination of the Contract or the determination of the *Contractor's* employment under the Contract and shall not be limited to a breach per se of any term of the Contract), or if the *Contractor* fails to pay any sum, loss, debt, damage, interest, cost or expense due from the *Contractor* to the *Employer* under or in connection with the Contract, the *Guarantor* (as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1) shall indemnify the *Employer* from and against all loss, debt, damage, interest, cost or expense sustained or incurred by the *Employer* by reason of any such failure or non-payment.

3 AMENDMENTS TO THE CONTRACT

- 3.1 The Contract may be modified, amended or supplemented in any way (including, but not limited to, the scope of the *Service*) without the *Guarantor's* consent and references to the Contract in this guarantee shall include all such modifications, amendments or supplements whether made before or after the date hereof. The *Guarantor's* liability under this guarantee (which includes the *Contractor's* duties, obligations and liabilities under the Contract as modified, amended or supplemented) shall not be affected by:
- 3.1.1 any such modification, amendment or supplement or
- 3.1.2 any invalidity, avoidance or unenforceability for any reason whatsoever or termination of the Contract or
- 3.1.3 any waiver, concession, allowance of time, compromise or forbearance given to, or made with, the *Contractor*. The terms of this guarantee shall apply to the terms of any such compromise as they apply to the Contract.

4 LIMITATION ON GUARANTOR'S LIABILITY

- 4.1 The *Employer* hereby agrees that the *Guarantor's* liability under this guarantee shall be limited to and shall not exceed the obligations or liabilities assumed by the *Contractor* under the Contract.

5 ASSIGNMENT

5.1 The *Employer* shall be entitled to assign the benefit of this guarantee to any Party to whom it assigns its interest under the Contract but not otherwise without the *Guarantor's* prior written consent provided the *Guarantor* and *Contractor* shall be entitled to receive notice of such assignment in writing within a reasonable period of the assignment taking place.

6 DURATION

6.1 The obligations of the *Guarantor* under this guarantee shall be released and discharged absolutely upon Expiry save in respect of a demand made in writing by the *Employer* prior to such date. For the avoidance of doubt the establishment and ascertainment pursuant to clause 2 above of the loss, debt, damage, interest, cost or expense sustained or incurred by the *Employer* may occur subsequent to such demand which may be validly given notwithstanding any lack of particulars of breach of the Contract or of the loss, debt, damage, interest, cost or expense sustained or incurred by the *Employer*.

7 JURISDICTION

7.1 This guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

7.2 The Parties irrevocably agree that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this guarantee has been duly executed and delivered as a deed on the date stated above.

EXECUTED as a **DEED** by
THE EMPLOYER by the signatures of:

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by
THE GUARANTOR by the signatures of:

Director

Director/Company Secretary

SCHEDULE 13 – EMPLOYER'S POLICIES⁷

⁷ The *Employer* is to include any policies relevant to the *Contractor's* performance of the *service*; Policies may include (a) whistle blowing (b) complaints (c) data protection (d) freedom of information etc.

SCHEDULE 14 – TABLE OF EMPLOYER'S DELEGATED STATUTORY FUNCTIONS⁸

(To complete, add "Yes" or "Y" to relevant column in relation to each statutory provision listed below.)

Statute and section number	Relevant function	Delegation of function authorised subject to Contractor working within Employer's policy	Employer's authorisation required in relation to specific exercise of function	Employer retains responsibility for exercise of the function subject to advice from the Contractor on that exercise
Highways Act 1980				
37	Highway created by dedication			
38	Power to adopt by agreement			
41	Duty to maintain			
47	Power of magistrate to declare unnecessary highway			
48	Power of magistrate to declare highway again			
56	Order to repair			
58	Defence for non-repair			
59	Recovery of expenses due to extraordinary traffic			
60	Liability of others for alternative routes			
62	Power to improve highways			
64	Dual carriageways and roundabouts			
65	Cycle tracks			
66	Footways and guard-rails			
68	Refuges			
69	Subways			
70	Footbridges			

⁸ The *Employer* deletes this table if it is not used.

71	Margins for horses			
72	Widening of highways			
75	Varying of widths			
76	Levelling of highways			
77	Alteration of levels			
78	Cutting off of corners			
79	Prevention of obstruction to view at corners			
80	Power to fence			
81	Provision of boundary posts			
82	Provision of cattle grids			
83	Removal of cattle grids			
84	Maintenance of cattle grids			
91	Construction of bridges			
92	Reconstruction of bridges			
93	Powers to make orders for private bridges			
94	Powers to enter into agreements with bridge owners			
95	Supplementary provisions as to orders for bridges			
96	Powers to plant trees, grass etc.			
97	Lighting of highways			
98	Delegation of lighting functions			
99	Metalling of highways			
100	Drainage of highways			
101	Power to fill in roadside ditches etc.			
102	Provision of works for protecting highways			
103	Provision of posts to indicate flood water			
104	Mitigating nuisance of dust			

115	Provision of amenities on certain highways			
116	Stopping up of highway			
122	Power to make temporary diversions			
124	Stopping up of private access			
125	Further powers to stop up private access			
126	Provisions supplementary to Sections 124 and 125			
127	Stopping up access by agreement			
128	Penalty for using access			
129	Further provisions with respect to accesses			
130	Protection of public rights			
131	Penalty for damaging highway			
132(1)	Unauthorised marks on highways			
133	Damage to footways of streets by excavations			
137	Penalty for obstruction			
138	Penalty for erecting building in highway			
139	Placing of builder’s skips			
140	Power to require owner of skip to remove or reposition it			
141	Restriction on planting of trees etc. in or near carriageway			
142	Licence to plant trees, shrubs etc. in a highway			
143	Power to give notice requiring removal of structures from highways			

144	Power to erect flagpoles etc. on highways			
145	Powers as to gates across highway			
148	Penalty for depositing things on the highway			
149	Removal of things so deposited on highways as to be a nuisance etc.			
150	Duty to remove snow, soil etc. from highway			
151	Prevention of soil etc. washing on to highway			
152	Powers as to removal of projections from buildings			
153	Doors etc., not to open outwards			
154	Cutting or felling of trees that overhang the highway			
161 and 161A	Penalties for causing danger or annoyance			
162	Penalties for placing rope across the highway			
163	Prevention of water flowing onto highway			
164	Power to require removal of barbed wire			
165	Dangerous land adjoining the highway			
166	Forecourt abutting highway			
167	Powers relating to retaining walls			
168	Building operations affecting public safety			
169	Control of scaffolding on the highway			
170	Control of mixing mortar etc. on the highway			

171	Control of deposit of building materials and making of excavations in streets			
172	Hoardings to be set up			
173	Hoardings to be securely erected			
176	Restriction on construction of bridges over highways			
177	Restriction on construction of buildings over the highway			
178	Prohibition on placing rails, beams etc. over highways without consent of the Highway Authority			
184	Vehicle crossings over footways and verges			
185	Power to install etc. refuse or storage bins in streets			
205	Street works in private streets			
210	Power to amend specification, apportionment etc.			
211	Final apportionment and objections to it			
220	Determination of liability for, and amount of, payments			
221	Refunds etc. where work done otherwise than at expense of street works authority			
222	Sums paid or secured to be in discharge of further liability for street works			
228	Adoption of private street after execution of street works			

229	Power of majority of frontagers to require adoption where advance payment made			
230	Urgent repairs to private streets			
278	Contributions towards highway works by persons deriving special benefit from them			
287	Power to erect barriers in streets in cases of emergency etc.			
289	Powers of entry of highway authority for the purpose of survey			
291	Powers of entry of highway authority for purpose of maintaining etc. certain structures and works			
Road Traffic Regulation Act 1984				
1	Traffic regulation orders outside Greater London			
2	What a traffic regulation order may provide			
3	Restrictions on traffic regulation orders			
4	Provisions supplementary to ss. 2 and 3			
9	Experimental traffic orders			
10	Supplementary provisions as to experimental traffic orders			
14	Temporary prohibition or restriction of traffic on roads			
15	Duration of orders and notices under s.14			

16	Supplementary provisions as to orders and notices under s.14			
23	Powers of Local Authorities with respect to pedestrian crossings on roads other than trunk roads			
32	Power of Local Authorities to provide parking spaces			
36	Provisions as to authorising use of roads for parking			
37	Extension of powers of general scheme of traffic control			
39	Supplementary provisions as to exercise of powers under ss. 32-35 in England or Wales			
58	Consents for purposes of s.57(l)(a)			
59	Consents for, and provisions as to use of, parking places under s.57(l)(b)			
65	Powers and duties of Highway Authority as to placing of traffic signs			
68	Placing of traffic signs in connection with exercise of other powers			
69	General provisions as to removal of signs			
71	Power to enter land in connection with traffic signs			
72	Provision of traffic and signs on or near a road with the permission of the highway authority			

83	Provisions as to directions under s.82(2)			
84	Speed limits on roads other than restricted roads			
85	Traffic signs for indicating speed restrictions			
92	Bollards and other obstructions outside Greater London			
New Roads and Street Works Act 1991				
54	Advance notice of certain works and compliance with requirements imposed by the street authority			
55	Notice of <i>starting date</i> of works and prohibition on starting works without notice except with the consent of the street authority			
57	Notice of emergency works			
60	General duty of undertakers to cooperate with respect to the execution of street works			
61	Protected Streets			
65	Safety Measures			
66	Avoidance of unnecessary delay			
67	Qualifications of supervisors and operatives			
68(1)	Undertaker to afford reasonable facilities to the street authority			
79	Records of apparatus			
80	Duty to inform undertakers of location of apparatus			
81	Duty to maintain apparatus			

83	Works for road purposes likely to affect apparatus in the street			
84	Undertaker and bridge or highway authority to take steps where apparatus is affected by major works			
85	Sharing of costs of necessary measures			
86	Related matters			
Cycle Tracks Act 1984				
Traffic Calming Act 1992				
Town Police Clauses Act 1847				
21	Obstruction during public processions etc.			

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