



DATED 09 DECEMBER 2014

BETWEEN

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ENFIELD**

AND

RINGWAY JACOBS LIMITED

**CALL – OFF AGREEMENT FOR THE LONDON HIGHWAYS ALLIANCE
(NORTH EAST AREA) (LoHAC)**

CONTRACT NO: 150735

London Borough of Enfield
Civic Centre
PO Box 60
Silver Street
Enfield
EN1 3XA

THIS DEED is made the.....09.....day of.....October.....2014

BETWEEN

1. **THE MAYOR AND BURGESSES of the LONDON BOROUGH of ENFIELD** of Civic Centre, Silver Street, Enfield EN1 3XY ("the *Employer*") which expression shall include its successors in title and assigns;

AND

2. **RINGWAY JACOBS LIMITED**, a company incorporated in and in accordance with the laws of **ENGLAND AND WALES** having as its registered number **5576465** and its registered office at **Albion House, Springfield Road, Horsham, West Sussex, RH12 2RW** (hereinafter called "the *Contractor*").

RECITALS

- (1) This contract is made pursuant to a framework agreement between Transport for London and the *Contractor* relating to the provision of highways maintenance and other works or services dated 1st April 2013 ("the Framework Agreement").
- (2) The *Employer* wishes the *Contractor* to provide the service.
- (3) The *Employer* has accepted an offer by the *Contractor* in accordance with the Framework Agreement and subject to the provisions of this contract is willing to engage the *Contractor* to carry out the service in accordance with this contract.

NOW IT IS HEREBY AGREED as follows:


1. In this Form of Agreement, unless the context otherwise requires, words and expressions shall have the same meaning as set out in the *conditions of contract*.
2. The *conditions of contract* are an amended NEC Term Services Contract 1st Edition June 2005 (together with and as amended by Dispute Resolution Option W2 and NEC published amendments September 2011) as set out in Schedule 7 to the Framework Agreement.
3. This contract shall mean this Form of Agreement and the following documents which are hereby incorporated into and shall comprise this contract:
 - 3.1 the *conditions of contract*;
 - 3.2 the Contract Data Part One;
 - 3.3 the Contract Data Part Two;

- 3.4 the Service Information;
- 3.5 Appendix 1 - List of Transferring Staff
Appendix 2 - TUPE
Appendix 3 - Management Forms
Appendix 4 - Schedule of Cost Components
Appendix 5 - Performance Bond
Appendix 6 - Cost Capture

- 4. The several documents forming this contract are to be taken as mutually explanatory of one another. In the event of any ambiguity they shall be construed in the order set out in Clause 3 of this Form of Agreement.
- 5. The *Contractor* Provides the Service in accordance with this contract and the terms of the Framework Agreement.
- 6. The *Employer* pays the *Contractor* for complying with his obligations to Provide the Service the amount due in accordance with this contract.
- 7. Notwithstanding the manner of execution of this contract it is agreed that:
 - 7.1 the limitation period within which any claim may be brought by the *Employer* for breach of this contract by the *Contractor* is 12 years from the date of breach; and
 - 7.2 the *Contractor* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the start of this Deed

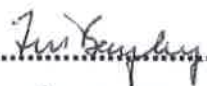
**Executed as a Deed by the Contractor
acting by a Director and its Company
Secretary or two Directors:**

.....  Director

.....  Director/Secretary

**The Common Seal of London Borough of Enfield was
affixed to this Deed in the presence of:**



.....  Name and description of authorised signatory
PRINCIPAL LAWYER

CONTRACT DATA PART ONE

CONTRACT DATA

Part One - Data provided by the *Employer*

Statements given in all contracts

- 1 General
- The *conditions of contract* are the core clauses and dispute resolution Option W2 of the NEC3 Term Service Contract 1st Edition (June 2005) amended and supplemented as set out in Schedule 7 to the Framework Agreement
 - The *service* is the provision of the Core Services set out in the Employer's Service Information and any Task.
 - The *Employer* is
 - Name The Mayor and Burgesses of the London Borough of Enfield
 - Address Civic Centre, Silver Street, Enfield EN1 3XY
 - The *Service Manager* is
 - Name Stephen Skinner
 - Address Civic Centre, Silver Street, Enfield EN1 3XY
 - The *Adjudicator* is an independent person appointed to act as an adjudicator in accordance with clause W2.2
 - The Affected Property is highways and other assets within the boundaries of the London Borough of Enfield which the *Employer* has maintenance responsibility for as more fully described in the Employer's Service

Information and any Task Site identified in a Task Order which is not within that area.

- The Service Information is in the document titled London Borough of Enfield Call Off Contract Service Information and the Service Information (common).

- The *language of this contract* is as set out in the Framework Data, Schedule 1 to the Framework Agreement

- The *period for reply* is as set out in the Framework Data, Schedule 1 to the Framework Agreement

- The *Adjudicator nominating body* the President or is

Vice President or other duly authorised officer of the London Court

of International Arbitration

- The *tribunal* is the courts of England and Wales

- The following matters will be included in the Risk Register

The risk register shall be completed as appropriate in accordance with the terms and conditions of the Call-Off

Contract

- The *Contractor* attends risk reduction meetings at the frequency of once per month.

2 The *Contractor's* main responsibilities

- The Contractor submits a first plan for acceptance within four weeks of the Contract Date.

3 Time

- The *starting date* 1st April 2014 is
- The *service period* is the period from and including the *starting date* until and including 31st March 2021 subject to adjustment equivalent to any adjustment of the Framework Term under clause 11 of the Framework Agreement

4 Defects

- Where applicable the defects date for a Task is 52 weeks.
- The *defect correction period* is 1 week for Immediate and Minor Tasks and 4 weeks for Scheme Tasks and Core Service activities

5 Payment

- See Framework Data, Schedule 1 to the Framework Agreement

Where the Target Cost Option applies

- The *Contractor's* share percentages and the share ranges are as set out in the Framework Data, Schedule 1 to the Framework Agreement.

The amount of the performance bond is

- Not used

If there are additional *Employer's* risks

- These are additional *Employer's* risks

1 Non identified at this time

2

3

If the *Employer* is to provide Plant and Materials

- The insurance against loss of or damage to Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of
Not applicable.

CONTRACT DATA PART TWO

Part two - Data provided by the *Contractor*

Statements given in all contracts

- The *Contractor* is named in the Framework Data, Schedule 1 to the Framework Agreement
- The *direct fee percentage* is as set out in the Framework Data, Schedule 1 to the Framework Agreement
- The *target cost direct fee percentage* is as set out in the Framework Data, Schedule 1 to the Framework Agreement
- The *subcontracted fee percentage* is as set out in the Framework Data, Schedule 1 to the Framework Agreement
- The *target cost subcontracted fee percentage* is as set out in the Framework Data, Schedule 1 to the Framework Agreement
- The *price list* is the Framework Agreement Schedule of Rates (volume 4) and the *Employer* specific lump sum and prices (Appendix 6 of London Borough of Enfield Call Off Contract Service Information)

The key persons of the *Contractor* who are not already named in the Framework Agreement as Key Personnel are:

Position	Name
Contract manager	<i>Matthew Kelley</i>
Core Service manager	<i>Iain Kay</i>
Scheme Task Order manager	<i>Paul Browne</i>
Commercial Manager	<i>Thomas Oxley</i>

Subcontractors nominated by the *Contractor* who are not already named in the Framework Agreement are:

Subcontractor	Contact details	Work Type
<i>Stanmore Quality Surfacing</i>	<i>12 Priestley Way London NW2 7AP 0333 240 0201</i>	<i>All civils works</i>
<i>A H Nicholls and Sons Ltd</i>	<i>Ettridge Farm Depot Pembroke Lane Broxbourne EN10 7QP 01992 462035</i>	<i>All civils works</i>

Data for Schedule of Cost Components

- is as set out in the Framework Data, Schedule 1 to the Framework Agreement

Data for the Shorter Schedule of Cost Components

- is as set out in the Framework Data, Schedule 1 to the Framework Agreement

SERVICE INFORMATION



London Borough of Enfield



LONDON HIGHWAYS ALLIANCE (North East Area)

RINGWAYJACOBS LIMITED

**LONDON BOROUGH OF
ENFIELD
Call Off Contract
Service Information**

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1. Description of the Affected Property

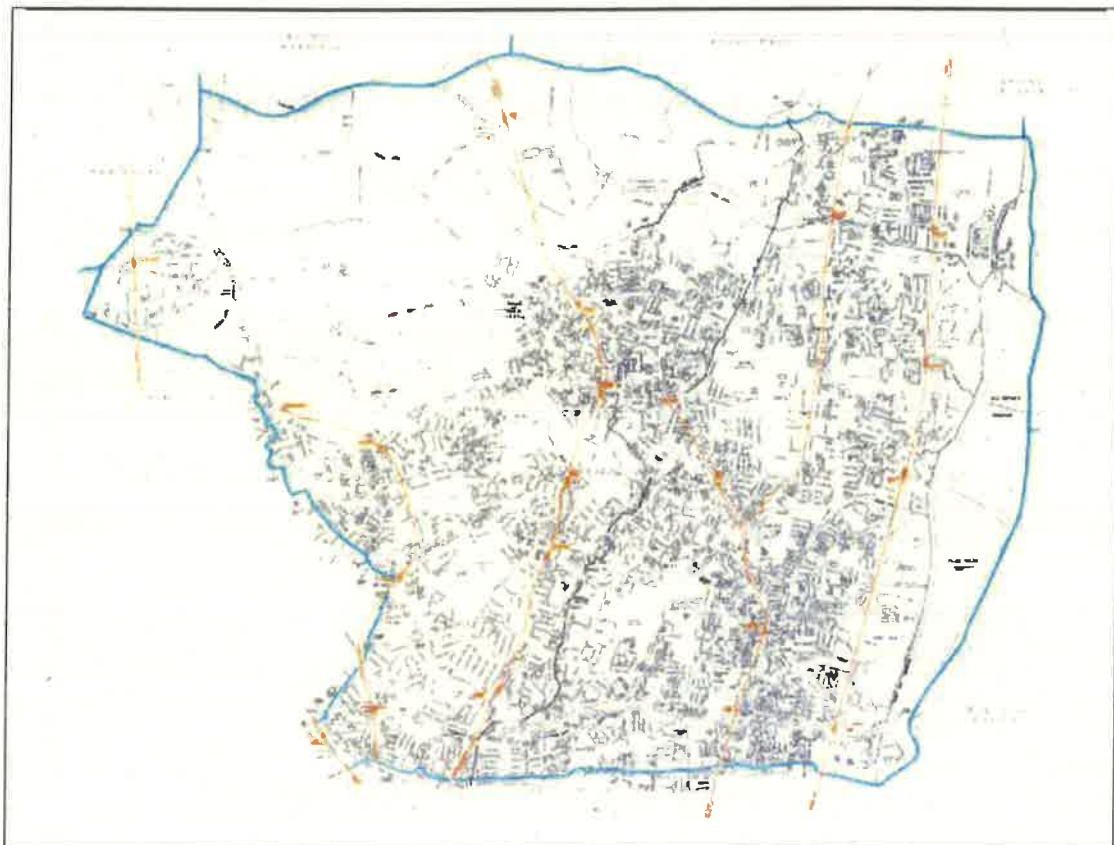
1.1. General description of the Affected Property

The Affected Property for this contract shall include the full extent of the highway network currently maintained at public expense, for which the *Employer* is the responsible highway authority under the Highways Act 1980, and any other area that is identified in any Task Order, including, but not necessarily limited to, any location on:

- any land where the *Employer* is carrying out services as highway authority;
- the highway network of any neighbouring highway authority;
- the Transport for London Road Network (TLRN);
- any land in the *Employer's* ownership or control.

The Affected Property is as described in Contract Data part 1. The boundaries of the London Borough of Enfield are shown on Diagram 1.

Diagram 1 – Map of London Borough of Enfield



1.2 Highway Specific Information

The *Employer's* network within the Affected Property consists of **618.8km** of highways and **1,316.1 km** of footways. Details are provided in Table1 and Table 2.

Length of Highways

Highway Class	Average Carriageway Width (m)	Length (m)
Principal Roads Class A	9.9	66,300
Non Principal Classified B	9.2	6,500
Non principal Classified C	8.9	45,400
Unclassified	7.0	500,600

Length of Public Footways

Hierarchy	Average Footway Width	Length (m)
1 / 1A	3.9	23,770
2	2.7	122,790
3	1.7	882,190
4	1.7	287,390

Information on traffic sensitive roads within the Affected Property is shown in Appendix 1.

A list of the Principal Roads within the Affected Property is included in **Appendix 2**.

A list of Highway Structures within the Affected Property is shown in **Appendix 3**

1.3 Town centre restrictions

There is one major town centre (Enfield) within the Affected Property and 4 district Shopping centres (Edmonton, Southgate, Cockfosters and Palmers Green).

2. Core Services

2.0 Introduction

- 2.0.1 The *Employer* has requested the Core Services shown in the table below. Full descriptions of each service can be found in clauses 2.1, 2.2, 2.3 and 2.4.

	Service	Cyclic Activity	Reactive Activity
1	Kerbs, footways, Paved Areas, Carriageways, and Traffic Signs	n/a	Yes
2	Gully cleansing	Yes	n/a
3	Winter Service	Yes	n/a
4	Emergency Call-Out Service	n/a	Yes

2.0.2 Cyclic – general

- 2.0.2.1 Cyclic activities are required to be carried out at set frequencies. Such activities shall be evenly spaced unless agreed otherwise with the *Employer*, e.g.

- An activity required to be performed once a day shall be carried out at approximately the same time each day, not at any other time during the day;
- An activity required to be performed weekly/monthly shall be carried out on approximately the same day of the week or month;
- A programme of activities required to be carried out once every three years shall be $\frac{1}{3}$ complete after one year and $\frac{2}{3}$ complete after two years; and
- Seasonal activities shall be undertaken in the applicable season.

- 2.0.2.2 The *Employer* will whenever possible, provide details of when an activity was last carried out prior to the *starting date* in order that the *Contractor* can calculate when it next needs to be carried out. Where such details are not available, the *Contractor* shall carry out the activity as follows:

<u>For activities of frequency</u>	<u>Initial implementation under this contract</u>
1 week	within 1 week of <i>starting date</i>
2 weeks	within 2 weeks of <i>starting date</i>
1 month	within 2 weeks of <i>starting date</i>
3 months	within 6 weeks of <i>starting date</i>
6 months	within 3 months of <i>starting date</i>
1 year	within 6 months of <i>starting date</i>
more than 1 year	within 1 year of <i>starting date</i>

- 2.0.2.3 All cyclic activities shall be carried out in accordance with the relevant requirements set out in SHW and Annexes A to D.

2.0.2.4 Any items or components replaced as part of cyclic activities shall be on a like-for-like basis unless specified in items 2.1.1 to 2.1.7, and 2.4.1 to 2.4.7 below.

2.0.3 Reactive works - general

2.0.3.1 If selected as a Core Service in an *Employer's Service Information*, reactive works may be ordered as a lump sum. Otherwise, reactive works will be ordered as Tasks.

2.0.3.2 If so selected, the *Contractor* shall undertake reactive works in response to the findings of safety inspections, service inspections, third party damage and faults reported by the *Contractor's* staff, the *Employer*, the Police and members of the public.

2.0.3.3 All reactive works shall be carried out in accordance with the relevant requirements set out in SHW and Annexes A to D.

2.0.3.4 Not used.

2.0.3.5 Permanent repair of third-party assets, e.g. statutory undertakers' apparatus, shall only be undertaken on instruction from the *Employer*.

2.0.3.6 No tree shall be removed without the prior approval of the *Employer*.

2.0.3.7 Any items or components replaced as part of reactive works shall be on a like-for-like basis unless otherwise specified or instructed by Task Order by the *Employer*, or clarified as such in the detailed Service Information for each Reactive Activity.

2.0.3.8 Not used.

2.0.4 Reactive works in response to defects

2.0.4.1 Not used.

2.0.4.2 Not used.

2.0.4.3 The response to defects identified as Category 1 response requires the defect to be either: a) temporarily repaired within 1, 2, or 24 hours; b) permanently repaired within 1, 2, or 24 hours; or c) made safe within 1, 2, or 24 hours. The choice will depend on two factors: a) the nature of the defect and whether the *Contractor* can source the plant and materials required for completion of a temporary or permanent repair within 1, 2, or 24 hours; and b) an assessment of the overall disruption caused to road users of each of the three options.

2.0.4.4 Making safe may include, but not be limited to, displaying warning notices, coning off, fencing off, or using temporary barriers to effectively protect road users from the defect. In deciding the most appropriate

measures for making a defect safe, the *Contractor* shall take into account the disruption to road users that would be caused.

2.0.4.5 As part of the 1, 2, or 24 hour response, where a permanent repair is not carried out initially, a permanent repair shall only be carried out when instructed by the *Employer*, and deemed included in service 7 – Kerbs, Footways, Paved Areas, Carriageways and Traffic Signs. The cost of temporary repair or making safe shall be deemed included in Service 22 – Emergency Call Out Service. If the *Employer* does not instruct permanent repair of the asset, or the defect relates to a 3rd party asset where the 3rd party undertakes the permanent repair, the *Employer* will reimburse the *Contractor* for carrying out any further temporary repairs, making safe and associated special inspections, in accordance with the contract, unless subsequent visits are necessary as a result of negligence or poor workmanship by the *Contractor*.

2.0.4.6 EME1 and EME2 defects are those which, following an Employer led risk assessment, are deemed to represent an immediate or imminent hazard or risk of short term structural deterioration. The EME1 response requires attendance on site within 1 hour of notification, and is where the response time is within Normal Working Hours. The EME2 response requires attendance on site within 2 hours of notification, and is where the response time is outside Normal Working Hours. In the case of EME1 and EME2 repairs, a temporary repair is permitted.

2.0.4.7 Category 3 and 2 defects are those which, following an on-site risk assessment, are deemed not to represent an immediate or imminent hazard or risk of short term structural deterioration. The Category 3 response requires the defect to be permanently repaired within 7 calendar days, and the Category 2 response requires the defect to be permanently repaired within 28 calendar days. In the case of 7 and 28 day repairs, a temporary repair will not be permitted.

2.0.4.8 Where the *Employer* has chosen to reimburse the *Contractor* for reactive works through a lump sum, the response timescales set out above shall be taken to be the time from when the *Contractor* is formally instructed by the *Employer* to attend a defect requiring repair. In all other cases, reactive works are instructed by the *Employer* as a Task and the Task Order will state the required response time.

2.1 Kerbs, Footways, Paved Areas, Carriageways and Traffic Signs

2.1.1 Subject to the *Employer* selecting service 1 – Kerbs, Footways, Paved Areas, Carriageways and Traffic Signs – the *Contractor* shall carry out reactive works to the kerbs, footways, paved areas, carriageways and traffic signs within the Affected Property. All reactive works shall be carried out in accordance with the requirements set out in Series 700, 800, 900, 1000, 1100 and 1200.

2.1.2 Defects deemed included in this Core Service are listed in items a) to d) below:

- a) Minor carriageway permanent repairs in asphalt or concrete up to 10m² in size, 100m depth, excluding all ironwork replacement and adjustments, which will be instructed by Task Order. Repair materials will be selected in line with the ADEPT code of practice.
- b) Minor footway permanent defect repairs in asphalt, bitumen, concrete, artificial stone paving, modular paving, or clay block paving up to 10m² in size, excavating only surface course and the immediate bedding layer, excluding all ironwork replacement and adjustment, which is ordered separately. Where further excavation is required beneath the bedding layer, works will be instructed by the *Employer* by Task Order.
- c) Minor kerbing repairs to standard concrete and granite kerbs, up to 10 linear metres in total, including all materials for replacement kerbs.
- d) Repair and replacement (where necessary) of signs and posts, including standard sign posts up to 76mm diameter, 5m nominal height, and signs up to 0.5m².

2.1.3 The following non-exhaustive list contains items deliberately excluded from the Core Service:

- a) All fencing, including safety fencing and pedestrian guardrail
- b) Tree works, including crown lifting
- c) Bollards
- d) Litter bins
- e) Roadmarking
- f) Street lighting and illuminated assets
- g) Bus shelters

2.1.4 All traffic management is deemed included within the lump sum, including temporary traffic signals (up to two way, single headed, no pedestrian phasing).

2.1.5 All 24 hour defects are to be notified to the *Contractor* within 1 hour of identification of the defect.

2.1.6 There will be six monthly joint audits between the *Employer* and *Contractor* to review the collection and classification of defects.

2.1.7 Defect numbers and tolerance to quantities and other specifications are detailed in Appendix 5 to the Service Information – Tolerances and Specification.

2.1.8 The Price includes for the provision of any statutory undertaker's records deemed necessary by the *Contractor* in completing works falling within the Lump Sum.

2.2 Gully Cleansing

2.2.1 Subject to the *Employer* selecting service 2 – Gully Cleansing – cyclic activity – the *Contractor* shall carry out cyclic gully cleansing works within the Affected Property in accordance with the schedule in Appendix 4 to the Service Information – Gully Cleansing.

2.2.2 Gully cleansing shall be completed in accordance with the specification below:

- a) The *Contractor* shall cleanse all gullies, including those on bridges and in central reserves and footways.
- b) All grass and debris shall be cleared away from around the frames and gratings to allow a free flow of water in to the gully or chamber.
- c) All solids and liquids shall be removed from chambers to reveal the whole of the sump. The sump shall be refilled with clean or filtered water to the outlet level. The *Contractor* shall ensure that water is placed to a level to prevent foul smells rising from the drainage network.
- d) Blocked gully connections shall be rodded clear and pressure jetted and flushed.
- e) Where water is standing above the pipe invert of the chamber the details shall be reported to the *Employer*.
- f) Upon completion of cleaning, all gratings shall be replaced and evenly bedded. Before leaving the location the *Contractor* shall check that the water escapes freely from the outlet and shall leave the area surrounding the gully or chamber clean and tidy. The *Contractor* shall lift downstream covers to prove free flowing connectivity.
- g) All arisings (including the liquid fraction) from the cleaning operations shall be taken to an appropriately licensed tip.
- h) The *Contractor* shall be responsible for the provision of all items required for cleaning gullies and chambers.
- i) Prior to the replacement of gratings or covers, a spot of paint shall be sprayed onto the underside. The colour of the paint shall differ for each cycle of cleaning.
- j) The *Contractor* shall report any damage and defects to gullies, chambers or components immediately to the *Employer*. The *Contractor* shall make arrangements to make safe the area in the interim.
- k) Vehicles engaged in the cleaning of gullies and chambers shall travel in the same direction as the adjacent highway traffic.
- l) Where jammed gully grids are encountered, the *Contractor* shall use mechanical and/or hydraulic equipment where necessary in order to free the jammed grids. The *Contractor* shall carry at all times the necessary lifting apparatus to prevent revisits. The lifting apparatus shall have the ability to apply a force of 180kg.
- m) Where any obstruction is found within one metre of the gully trap, then this is to be removed by rodding and/ or high pressure water jetting. Such rodding/high pressure water jetting is to be carried out at the time when the gully is cleansed, if possible. In the event that

the *Contractor* cannot clear a gully, or where the gully remains blocked after rodding or jetting, the *Contractor* shall formally report the location of the gully to the *Employer*.

- n) Where a gully connects to other gullies, then all gullies forming the grouping shall be cleaned in a single operation. The *Contractor* shall report this information to the *Employer* by means of a drawing.
- o) When instructed by Task Order by the *Employer*, the *Contractor* shall provide and install cycle-friendly, non-metal or hinged gully grids at any network location.
- p) Where access to a gully is prevented by parked vehicles or other obstructions, provided the *Contractor* has given sufficient advance notice of the works locally, and a record is made of the visit, the *Contractor* may leave the gully without further inspection or works. The *Contractor* will not be paid for this visit, and should provide a photograph of the street showing the advance notices appended to lamp columns or sign posts at each end of the street. Where gullies are in parking bays on streets which are subject to controlled parking, the *Contractor* shall be responsible for applying for any necessary parking suspensions in order to empty the gullies. The *Contractor* shall be responsible for notifying local residents and businesses of any operations that may cause disruption.
- q) Gully pot sediments are defined as material deposited / washed-off from footways and highways during rainfall events. This material will become solid in nature if left to consolidate. Where the gully pot sediments are chemically bound, such as cementacious concrete or bituminous material, and greater than 0.15m³ in each gully, and cannot be removed by specialist jetting equipment or air flow systems or cut by carbide cutting into smaller manageable pieces (less than 200mm), the *Contractor* shall remove the encountered set material using conventional hand dig. Any blockage that cannot be cleared shall be reported to the *Employer*. The *Contractor* shall provide evidence of the material, quantities, exact location and other pertaining information so that costs can be reclaimed from third parties.
- r) Polluted water shall not be used to dislodge compacted materials.

2.12.3 All traffic management is deemed included within the lump sum, including temporary traffic signals (up to two way, single headed, no pedestrian phasing).

2.3 Winter Service

2.3.1 Subject to the *Employer* selecting service 3 – Winter Service – cyclic activity – the *Contractor* is required under this contract to provide a Winter Service within the Affected Property.

2.3.2 Only the provision of the Winter Service will be reimbursed as a lump sum. This includes salt storage, supervision, any standby payments, pre-season

checks, four spreading vehicles and their associated maintenance, and loading vehicles as appropriate and their associated maintenance. Each treatment will be ordered as a Task.

2.3.3 Full details of the Winter Service required are set out in Series 2800.

2.3.4 The Winter Service period runs from 1st November to 31st March.

2.3.3 The *Contractor* shall endeavour to hold a minimum stock level of 1,000 tonnes of salt stored within the borough or at an agreed location, dedicated to works for the *Employer* at any given time during the Winter Service period.

2.4 Emergency Call-Out Service

2.4.1 Subject to the *Employer* selecting service 4 – Emergency Call-Out Service – the *Contractor* is required to provide an Emergency Call-Out service within the Affected Property to respond to defects classified by the *Employer* as EME1 or EME2.

2.4.2 The nature of the response to be provided by the *Contractor* shall include all items listed in a) to j):

- a) Investigation of reports of hazardous substances by an on-site visual assessment by operatives to inform an appropriate response (ordered separately).
- b) Making safe any defect which represents an immediate hazard to road users by providing barriers, coning or traffic management or other measures in order to secure the area from public access.
- c) Removal and disposal of debris arising from a road traffic accident and sanding down spillages.
- d) Clearing debris and silt representing an immediate hazard to road users, replacement of dislodged manhole covers and gully gratings, and other storm-related works.
- e) Hand cleaning and hand sweeping of the highway.
- f) Temporary or permanent repair of any defect which represents an immediate hazard to road users, such as dangerous carriageway, footway or cycle track surfaces, traffic signs, safety fences or barriers and the like.
- g) Attending flooding with a medium speed water jetting unit/gully emptier.
- h) Temporary repair of collapsed manholes, gully gratings, chambers and cellars.
- i) Attending to dangerous trees with local traffic management.
- j) Attendance for up to 1 hour on site.

2.4.3 All EME1 and EME2 defects are to be notified to the *Contractor* within 30 minutes of identification by telephone to the *Contractor's* Network Control Centre.

- 2.4.4 There will be six monthly joint audits between the *Employer* and *Contractor* to review the collection and classification of defects.
- 2.4.5 All traffic management is included within the lump sum, including temporary traffic signals (up to two way, single headed, no pedestrian phasing).
- 2.4.6 Defect numbers and tolerance to quantities and other specifications are detailed in Appendix 5 to the Service Information – Tolerances and Specification.
- 2.4.7 The price for this activity includes for up to one hour on site. Any further time spent on site will be chargeable in line with rates and specification contained within the Framework Agreement.
- 2.4.8 The Price includes for the provision of any statutory undertaker's records deemed necessary by the Contractor in completing works falling within the Lump Sum.

3 Task Orders

The Employer may issue Task Orders relating to any of the services described in the Service Information (common).

3.1 Service 1 – Safety Inspections

The Employer may issue Task Orders to carry out safety of all parts of the Affected Property (except tunnels) When instructed this service shall be provided in accordance with Clause 2.1 of the Service Information (common) and the details given in the Task Order.

3.2 Service 2 – Service Inspections

The Employer may issue Task Orders to carry out Service Inspections of particular elements of the Affected Property. When instructed this service shall be provided in accordance with Clause 2.2 of the Service Information (common) and the details given in the Task Order.

3.3 Service 3 – Inspections of Highway Structures

The Employer may issue Task Orders to carry out inspections of bridges, tunnels and other structures. When instructed this service shall be provided in accordance with Clause 2.3 of the Service Information (common) and the details given in the Task Order.

3.4 Service 4 – Site Investigations and Surveys

The Employer may issue Task Orders to carry out site investigations and surveys to The Affected Property. When instructed this service shall be provided in accordance with Clause 2.4 of the Service Information (common) and the details given in the Task Order.

3.5 Service 5 – Design Services

The Employer may issue Task Orders to undertake design work to The Affected Property. It is anticipated that this service will predominately be design of traffic schemes, landscaping and Highways improvements. When instructed this service shall be provided in accordance with Clause 2.5 of the Service Information (common) and the detail given in the Task Order.

3.6 Service 6 – Road Pavements (including minor repairs and resurfacing)

The Employer may issue Task Orders to carry out road pavement works within the Affected Property. It is anticipated that this service will predominantly be required as part of carriageway resurfacing and improvement schemes. When instructed, this

service shall be provided in accordance with Clause 2.6 of the Service Information (common) and the detail given in the Task Order.

3.7 Service 7 – Kerbs, Footways and Paved Areas

The *Employer* may issue Task Orders to carry out kerbs, footways and paved area works within the Affected Property. It is anticipated that this service will predominantly be required as part of carriageway resurfacing, footway relay and improvement schemes. When instructed, this service shall be provided in accordance with Clause 2.7 of the Service Information (common) and the detail given in the Task Order.

3.8 Service 8 – Traffic Signs

The *Employer* may issue Task Orders to carry out works to unlit traffic signs within the Affected Property. It is anticipated that this service will predominantly be required as part of footway relay and improvement schemes. When instructed, this service shall be provided in accordance with Clause 2.8 of the Service Information (common) and the detail given in the Task Order.

3.9 Service 9 – Road Markings

The *Employer* may issue Task Orders to carry out works to road markings within the Affected Property. It is anticipated that this service will predominantly be required as part of all resurfacing and improvement schemes. When instructed, this service shall be provided in accordance with Clause 2.9 of the Service Information (common) and the detail given in the Task Order.

3.10 Service 10 - Lighting (including electrical work for signs etc.)

The *Employer* may issue Task Orders to Scheme Works to street lighting within The Affected Property. The *Employer* anticipates that this service will be required as part of scheme works and may include the design, supply and installations. When instructed this service shall be provided in accordance with Clause 2.10 of the Service Information (common) and the detail given in the Task Order

3.11 Service 11 - Fencing

The *Employer* may issue Task Orders to carry out work to fencing within The Affected Property. When instructed this service shall be provided in accordance with Clause 2.11 of the Service Information (common) and the detail given in the Task Order.

3.12 Service 12 - Road Restraint Systems (including pedestrian guard railing)

The Employer may issue Task Orders to carry out work to the road restraint systems within The Affected Property. When instructed this service shall be provided in accordance with Clause 2.12 of the Service Information (common) and the detail given in the Task Order.

3.13 Service 13 - Drainage (excluding gully cleansing)

The *Employer* may issue Task Orders to carry out work to drainage within The Affected Property. It is anticipated this will include gully investigation and gully connection works, ditch clearance and other drainage works. When instructed this service shall be provided in accordance with Clause 2.13 of the Service Information (common) and the detail given in the Task Order.

3.14 Service 14 - Earthworks

The *Employer* may issue Task Orders to carry out earthworks within The Affected Property. It is anticipated that this service will be required as part of carriageway resurfacing, footway relay, crossovers and carriageway or junction improvement scheme works. When instructed this service shall be provided in accordance with Clause 2.14 of the Service Information (common) and the detail given in the Task Order.

3.15 Service 15 - Horticulture, Arboriculture, Landscaping and Ecology

The *Employer* may issue Task Orders to carry out work to Horticulture, Arboriculture, Landscaping and Ecology within The Affected Property. When instructed this service shall be provided in accordance with Clause 2.15 of the Service Information (common) and the detail given in the Task Order.

3.18 Service 18 - Bridges and Other Structures

The *Employer* may issue Task Orders to work on bridges and other structures within The Affected Property. When instructed this service shall be provided in accordance with Clause 2.18 of the Service Information (Common) and the detail given in the Task Order.

3.20 Service 20 - Street Furniture (excluding signs, lighting columns and pedestrian guard railing)

The *Employer* may issue Task Orders to supply and carry out work to street furniture within The Affected Property. When instructed this service shall be provided in accordance with Clause 2.20 of the Service Information (common) and the detail given in the Task Order.

3.21 Service 23 - Civil Engineering Support Works

The *Employer* may issue Task Orders to provide a Civil Engineering Support Works within the Affected Property. When instructed this service shall be provided in accordance with Clause 2.23 of the Service Information (common) and the detail given in the Task Order.

3.22 Service 24 - 3rd Party Damage

The *Employer* may issue Task Orders to provide 3rd Party Damage service within the Affected Property. When instructed this service shall be provided in accordance with Clause 2.24 of the Service Information (common) and the detail given in the Task Order.

3.23 Service 25 - Updating *Employer's* Asset Management System for Core Services.

The *Employer* may issue Task Orders to Update *Employer's* Asset Management System for Core Services. When instructed this service shall be provided in accordance with Clause 2.25 of the Service Information (common) and the detail given in the Task Order.

4 Other Information

4.1 Employer Specific Systems and Procedures

The *Employer* uses the SAP Financial system (financial order raising and reporting)

The *Employer* also uses EXOR as a works ordering and management system. The system also includes works permitting functions. The *Contractor* will be required to use EXOR to receive Task Orders raised only by Enfield's inspection team, update the system based on the works carried out and then close down Tasks once completed. Schemes Task Orders will be communicated using the Framework templates.

4.2 Meetings and Reporting

The *Contractor* shall attend meetings with the *Employer* in accordance with Clause 163AR of Series 100 (Preliminaries) and Schedule 9 of the Framework Agreement.

4.3 Performance Indicators

The *Employer* requires the *Contractor* to report on the following contract performance indicators in accordance with Schedule 13 of the Framework Agreement:

1,2,3,4,5,6,7,8,9,10,12,13,14,15,16,17,18,19,20,21,22,23,24,25 & 26

4.4 Equipment and infrastructure available to the Contractor

The *Employer* does not have any depots, plant or vehicles to make available to the *Contractor*.