



# 1. a copy of the contract with Kier Highways Ltd for damage to street furniture attendance and repairs

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periods for all work undertaken, see Highway Task Matrix Appendix A.

3. As part of performing the Reactive Tasks, the Service Provider is also responsible for recovering all 3<sup>rd</sup> party insurance (as defined in the Highways Act) in relation to damaged assets.



Core Maintenance Contract:  
Term Brief: General Specification

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### (1) REACTIVE TASKS

1. The Reactive Tasks are segmented into two types

- I. RT1 - Immediate Response Service
- II. RT2 - Safety Response Service

#### RT1 - Immediate Response Service

**Definitions:**

- o Immediate Response Service – a service available 24 hours per day, 7 days a week, capable of responding effectively, within the required response time, to Immediate Response Events.
- o Immediate Response Events are any of the following:
  - ✓ A fault, defect or event requiring an Immediate response because of a very high risk of vehicle or pedestrian interaction, with the likely result of either:
    - ✓ serious or fatal consequences, or;
    - ✓ serious highway asset damage
  - ✓ An accident, incident, event or circumstance that gives rise to the involvement of the Emergency Services;
  - ✓ A fire, flood, serious criminal act or other act that creates a risk to public health and/or safety.
- o Response Site – Is the location where the Immediate Response Event has occurred.
- o Required Response Time – Is the maximum time taken to reach the response site and is defined as 2 hours on all roads from the time of the instruction issued in accordance with the Annual Order and Annual Task Conditions.
- o Immediate Response Events not covered by this Specification are:
  - Those associated with damaged or malfunctioning streetlights, illuminated signs and bollards.
  - Electrical works to traffic signals the Service Providers role will be limited to supporting the Client's signal contractor in making safe the highway following RTC.
  - Safety Defect Responses. These will be managed under the requirements of the Service Specification for Safety Defects.

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**5. The protection the council put in place to prevent Third Parties being overcharged i.e.**

**the agreement that prevents the practice of Kier Highways profiting from claims - see: <http://www.englandhighways.co.uk/inflati...>**

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17. As part of the duties under the Immediate reactive activity the Service Provider may pursue a claim against any third party to recover the costs involved in the name of the Client. The Service Provider shall bears and indemnifies the Client against any costs and liabilities the Client incurs as a result of the Service Provider pursuing the claim. Any sums recovered by the Service Provider as a result of the claim and received by the Client (other than sums recovered in respect of the repair or replacement of Service Provider's stocks, which belong to the Service Provider) are held on trust for the Service Provider and are paid by the Client to the Service Provider on demand. Alternatively the Service Provider may agree with the third party that the third party will carry out the necessary works at no cost to the Client.