

**SCHEDULE 14**

**Call off Agreements**

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#### **Part 1**

#### **General**

1. All payments by the Authority to the Service Provider made pursuant to this schedule 14 (*Call-Off Agreements*) shall be made in the Monthly Payment following the Month in which such events giving rise to such payment occurred.

## Part 2

### Special Events

#### 1. Special Events Services

- 1.1 The Authority may amend the list and details of Key Special Events for which the Special Events Services are to be provided in respect of the dates, times and type provided that:
  - 1.1.1 it includes no more than thirty three (33) Key Special Events; and
  - 1.1.2 the Authority notifies the Service Provider at least two (2) Months in advance of any change to such Key Special Event; and
  - 1.1.3 the Special Event Services required to be provided by the Service Provider are substantially the same as those required to be provided prior to such amendment.
- 1.2 If the Authority requires the Service Provider to provide the Special Events Services for more than thirty three (33) Key Special Events in any Contract Year then the provisions of schedule 18 (*Change Protocol*) shall apply.
- 1.3 If the Authority requires the Service Provider to provide the Special Events Services for less than thirty three (33) Key Special Events in any Contract Year then the Service Provider shall be obliged to provide in substitution of such Key Special Events an equivalent amount of services in respect of Non-Key Special Events in the same Contract Year (in order to make up the deficit for such Contract Year) at no additional cost to the Authority, provided that such substitute services in respect of Non-Key Special Events shall not require resources greater than the equivalent resources that would have been required to provide the Special Event Services in relation to the Key Special Event that has been substituted.

## Non-Key Special Events

- 1.4 The Authority shall provide to the Service Provider its requirements in respect of each Non-Key Special Event ("**Non-Key Special Event Plan**") at least two (2) Months prior to the date on which the Non-Key Special Event shall commence. This shall specify in relation to the Non-Key Special Event:
  - 1.4.1 the traffic management arrangements the Authority proposes to operate and their duration; and
  - 1.4.2 the Authority's requirements for the Service Provider to:
    - 1.4.2.1 provide temporary signs, barriers and cones and when these must be in place;
    - 1.4.2.2 remove temporary signs, barriers and cones and when this must take place;
    - 1.4.2.3 amend timings of Traffic Signals in accordance with the traffic management plan for the Non-Key Special Event;
    - 1.4.2.4 temporarily remove or modify and then reinstate Apparatus for the purpose of the Non-Key Special Event;
    - 1.4.2.5 provide additional winter maintenance operations, the same or similar to those compromising the Winter Maintenance Service, during the event;
    - 1.4.2.6 bring forward any maintenance to any specific Project Network Parts;
    - 1.4.2.7 display messages on VMS or EMS in relation to the Non-Key Special Event;
    - 1.4.2.8 attach items to Lighting Columns;
    - 1.4.2.9 provide stewards at road closure points;
    - 1.4.2.10 attend any planning meetings in relation to the Non-Key Special Event,

including the time by which any such requirement must take place.

- 1.5 The Service Provider shall respond to the Authority within ten (10) Business Days of the receipt of the Non-Key Special Event Plan raising any queries or requests for further information it considers necessary.
- 1.6 The Authority shall respond to any such request made by the Service Provider pursuant to paragraph 1.5 within ten (10) Business Days.
- 1.7 The Service Provider shall submit to the Authority its proposals confirming how it intends to deliver the Non-Key Special Events Plan, together with a cost estimate for providing the service based on the rates set out in the Catalogue of Low Value Changes within:
  - 1.7.1 ten (10) Business Days of receiving the Non-Key Special Event Plan; or
  - 1.7.2 ten (10) Business Days of receiving any further information from the Authority requested pursuant to paragraph 1.5,as applicable.
- 1.8 The Authority shall confirm to the Service Provider that it requires the Service Provider to provide the services set out in the Non-Key Special Event Plan, as amended in agreement with the Authority in paragraph 1.7.
- 1.9 If the Service Provider fails to comply with any element of any Non-Key Special Event Plan, the Authority shall set off from the Monthly Unitary Charge an amount equal to the difference between the price payable to the Service Provider for providing the services for the Non-Key Special Event and the actual price payable (reasonably and properly incurred) to a replacement contractor to provide the services in relation to the Non-Key Special Event and the Authority shall only be obliged to pay the Service Provider an amount equivalent to the value of such element of the Non-Key Special Event Plan that has been provided to the extent that such element was used to deliver the Non-Key Special Event by the Authority or replacement contractor.

## **Exceptional Special Events**

- 1.10 The Authority shall notify the Service Provider of its requirements for an Exceptional Special Event as soon as reasonably practicable during the planning process for such Exceptional Special Event and, in any event, at least five (5) Business Days prior to the date on which such Exceptional Special Event shall commence and may specify:
  - 1.10.1 the traffic management arrangements the Authority proposes to operate and their duration; and
  - 1.10.2 the Authority's requirements for the Service Provider to:
    - 1.10.2.1 provide temporary signs, barriers and cones and when these must be in place;
    - 1.10.2.2 remove temporary signs, barriers and cones and when this must take place;
    - 1.10.2.3 amend timings of Traffic Signals in accordance with the traffic management plan for the Exceptional Special Event;
    - 1.10.2.4 temporarily remove or modify and then reinstate Apparatus for the purpose of the Exceptional Special Event;
    - 1.10.2.5 provide additional winter maintenance operations, the same or similar to those comprising the Winter Maintenance Service, during the event;
    - 1.10.2.6 bring forward any maintenance to any specific Project Network Parts;
    - 1.10.2.7 display messages on VMS or EMS in relation to the Exceptional Special Event;
    - 1.10.2.8 attach items to Lighting Columns;
    - 1.10.2.9 provide stewards at road closure points;
    - 1.10.2.10 attend any planning meetings in relation to the Exceptional Special Event,

including the time by which any such requirement must take place (**"Exceptional Special Event Plan"**).

- 1.11 If the Service Provider is required to divert resources away from achieving Performance Standards 1B, 2 or 3B to provide services in relation to an Exceptional Special Event then the Service Provider shall be entitled to an Excusing Cause.
- 1.12 If, pursuant to this part 2 of schedule 14 (*Call-Off Agreements*), the Authority notifies the Service Provider pursuant to paragraphs 1.4 or 1.10, then the Service Provider shall be obliged to comply with the Non-Key Special Event Plan or Exceptional Special Event Plan (as the case may be) and the Authority shall pay the Service Provider for any services provided pursuant to the Non-Key Special Event Plan or Exceptional Special Event Plan (as the case may be) in accordance with the rates set out in the Catalogue of Low Value Changes or, where no applicable rates are included in the Catalogue of Low Value Changes, paragraph 2.2 of part 2 of schedule 18 (*Change Protocol*) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change.

## Part 3

### Civil Emergencies

#### 1. Civil Emergencies

If, pursuant to paragraph 2.1 of schedule 10 (*Civil Emergency Planning*), the Authority's Representative or any of the Authority's Civil Emergency Planning Officers issues an Civil Emergency Declaration or the Authority's Representative or the Development Directorate's Emergency Planning Representative issues instructions pursuant to paragraph 2.2 of schedule 10 (*Civil Emergency Planning*) and pursuant to paragraph 3.2 of schedule 10 (*Civil Emergency Planning*) the Service Provider can demonstrate to the Authority's reasonable satisfaction that but for the Civil Emergency Declaration the Service Provider's Civil Emergency Resources would otherwise have been in use during the period the Civil Emergency was in force, the Authority shall be obliged to pay the Service Provider the amount set out in the Catalogue of Low Value Changes or, where no applicable rates are included in the Catalogue of Low Value Changes, paragraph 2.2 of part 2 of schedule 18 (*Change Protocol*) (irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change) for the deployment of the Service Provider's Civil Emergency Resources.



## Part 4

### Trees

#### 1. Trees

- 1.1 If the Authority (acting reasonably as to specification and timing) instructs the Service Provider to plant additional Highway Tree(s) (over and above the overall number which exist on the Project Network at the date of this Contract) specifying the species of the additional Highways Tree(s), location for planting and date by which the additional Highways Tree(s) should be planted, the Service Provider shall plant such additional Highway Tree(s) in accordance with the Authority's instructions and the Authority shall pay to the Service Provider the amount set out in the Catalogue of Low Value Changes and a Y value set out in part 4 of schedule 19 (*Accrual and De Accrual of Project Networks Parts*) for any such Highway Tree in excess of the requirement set out in Performance Standard 3B of schedule 2 (*Output Specification*) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change.
- 1.2 If the Service Provider fails to plant the additional Highway Tree(s) by the date specified by the Authority, the Authority shall set off from the Monthly Unitary Charge [REDACTED] per Highway Tree for every day of delay from the date such additional Highway Tree(s) should have been planted until such additional Highway Tree(s) are planted provided always that the amount of such set-off shall never exceed [REDACTED] per Highway Tree.

## Part 5

### Festive Decorations

#### 1. Annual Festive Decorations Programme

1.1 The Authority may provide to the Service Provider no later than ten (10) Business Days after the 1 May each Contract Year the Authority's annual outline programme of requirements for Festive Decorations ("**Authority's Annual Outline Festive Decorations Programme**") which shall specify:

1.1.1 the periods in which Festive Decorations shall be In Light ("**Festive Periods**");

1.1.2 applicable Lighting Activation Levels for each Festive Decoration and location;

1.1.3 the locations in which Festive Decorations shall be displayed;

1.1.4 the type of Festive Decoration to be displayed;

1.1.5 how Festive Decorations shall be returned to the Authority at the conclusion of the Festive Period; and

1.1.6 any requirements for Festive Decorations at times other than during the Festive Period;

and such information may be in an indicative form where the final version is not available at the time of providing the Authority's Annual Outline Festive Decorations Programme.

1.2 The Authority shall confirm to the Service Provider no later than three (3) Months prior to the relevant Festive Period set out in the Authority's Outline Festive Decorations Programme:

1.2.1 the locations in which Festive Decorations shall be displayed for the Festive Period; and

1.2.2 its requirements for the Service Provider to erect Festive Decorations for the Festive Period (such requirements shall never materially exceed the

number and scale of Festive Decorations specified in the relevant Authority's Festive Period Plan issued to the Service Provider in relation to the first Contract Year without the consent of the Service Provider (such consent not to be unreasonably withheld)),

(the "**Authority's Festive Period Plan**").

1.3 The Service Provider shall submit to the Authority within a further twenty (20) Business Days, its plan for delivering the Authority's Festive Period Plan ("**Service Provider's Festive Proposals**") in respect of each Festive Period, together with:

1.3.1 any comments, concerns and/or revisions it believes are necessary to the Authority's Festive Period Plan with an explanation as to why; and

1.3.2 an estimate of the cost of delivering the Authority's Festive Period Plan based on the applicable rates set out in the Catalogue of Low Value Change.

1.4 If the Service Provider fails to submit the Service Provider's Festive Proposals within the time period specified in paragraph 1.3 above, the Authority shall set off from the Monthly Unitary Charge £ [REDACTED] for every day of delay from the date the Service Provider should have submitted the Service Provider's Festive Proposals until the date the Service Provider's Festive Proposals are submitted.

1.5 The Authority shall respond to the Service Provider's Festive Proposals within five (5) Business Days of receipt of such proposals confirming (where relevant) whether it:

1.5.1 accepts the Service Provider's Festive Proposals; or

1.5.2 does not accept the Service Provider's Festive Proposals together with any amendments it considers appropriate;

1.5.3 does not accept the Service Provider's Festive Proposals and does not require the Service Provider to take any further action in implementing the relevant Authority's Festive Period Plan.

and, where applicable, whether:



Authority shall set off from the Monthly Unitary Charge f [REDACTED] for every day of delay from the date the Service Provider should have submitted the Festive Report until the date the Service Provider submits the Festive Report to the Authority.

2.4 The Authority shall respond to the Festive Report no later than two (2) Months prior to the Festive Period, confirming whether:

2.4.1 it requires the Service Provider to repair any defective Festive Decorations in line with its Festive Report; and/or

2.4.2 details of Festive Decorations that the Authority has procured as replacements and, if not available at that time, when these will be available to the Service Provider.

### **3. Erection of Festive Decorations**

3.1 Subject to paragraph 2.4, the Service Provider shall ensure that Festive Decorations are erected in those areas identified in the Authority's Festive Period Plan and attached to those items (whether a Project Network Part or otherwise) twenty four (24) hours before the commencement of the Festive Period and as specified by the Authority in the Authority's Festive Period Plan.

3.2 If the Service Provider fails to erect the Festive Decorations in accordance with the Authority's Festive Period Plan and in accordance with the time period specified in paragraph 3.1 above, the Authority shall set off from the Monthly Unitary Charge the difference between the price payable to the Service Provider for erecting the Festive Decorations in accordance with the Authority's Festive Period Plan and the actual price payable to a replacement contractor to erect the Festive Decorations in accordance with the Authority's Festive Period Plan and the Authority shall not be obliged to pay the Service Provider any amount in relation to erecting the Festive Decorations.

3.3 Subject to paragraph 2.4, the Service Provider shall ensure that Festive Decorations are:

3.3.1 connected to an electricity supply at the time when Festive Decorations are required in accordance with the Authority's Festive Period Plan; and

3.3.2 In Light in accordance with appropriate Lighting Activation Levels as specified by the Authority (and for the avoidance of doubt where any failure is identified in a Festive Decoration which consists of multiple lamps then, regardless of how many lamps are not operating such failure shall only count as one (1) failure to comply with this paragraph 3.3.2,

and if the Service Provider fails to perform the obligations set out in paragraphs 3.3.1 and 3.3.2 above, the Authority shall set off from the Monthly Unitary Charge:

3.3.3 [REDACTED] per hour for every hour following any failure by the Service Provider to perform its obligations if the Authority considers (acting reasonably) that such failure constitutes a health and safety risk; and

3.3.4 [REDACTED] per day for any other failure by the Service Provider to perform its obligations pursuant to part 5 of this schedule 14 (*Call-Off Agreements*),

until such failure is rectified or the Festive Decorations are taken down by the Service Provider in accordance with paragraph 4.1.

3.4 If the Authority has failed to:

3.4.1 provide the Service Provider with any Festive Decorations set out in the Authority's Festive Period Plan; and/or

3.4.2 procure any replacement Festive Decorations for such defective Festive Decorations detailed in the Service Provider's Festive Proposals; and/or

3.4.3 instruct the Service Provider to repair any defective Festive Decorations detailed in the Service Provider's Festive Proposals,

then the Service Provider shall be relieved from its obligations to erect such Festive Decorations pursuant to the Authority's Festive Period Plan until such time as the Authority provides or procures any replacement Festive Decorations or instructs the Service Provider to repair the relevant Festive Decorations.

#### **4. Removal of Festive Decorations**

- 4.1 At the conclusion of each Festive Period, the Service Provider shall take down all Festive Decorations specified in the Authority's Festive Period Plan and return the Festive Decorations to the Authority within one (1) Month of the last day of the Festive Period.
- 4.2 If the Service Provider fails to take down and return the Festive Decorations to the Authority within one (1) Month of the last day of the Festive Period, then the Authority shall set off from the Monthly Unitary Charge [REDACTED] [REDACTED] for every day of delay from the date one (1) Month from the last day of the Festive Period until the date the Festive Decorations are taken down and returned to the Authority.
- 4.3 If pursuant to this paragraph 1 of part 5 of this schedule 14 (*Call-Off Agreements*), the Authority requires the Service Provider to provide any services in relation to the testing or erection of Festive Decorations, the Authority shall pay the Service Provider in accordance with the rates set out in the Catalogue of Low Value Changes or, where no applicable rates are included in the Catalogue of Low Value Changes, paragraph 2.2 of part 2 of Schedule 18 (*Change Protocol*) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Change.
- 4.4 Except as specifically stated otherwise in this Contract, the Authority shall be responsible for procuring and paying for the provision of electricity to Festive Decorations.

## Part 6

### Footway Crossings

1. If the Authority instructs the Service Provider to undertake any works to re-site any Project Network Part(s) in consideration of any recommendation made pursuant to paragraph 2.9.2.2 (*Footway Crossings*) of part 2 of schedule 2 (*Output Specification*) specifying (acting reasonably in all the circumstances) a date by which such works should be completed, the Service Provider shall re-site the Project Network Part(s) in accordance with the Authority's instructions and the Authority shall pay the Service Provider for any such works required in accordance with the rates set out in the Catalogue of Low Value Changes or, where no applicable rates are included in the Catalogue of Low Value Changes, paragraph 2.2 of part 2 of schedule 18 (*Change Protocol*) irrespective of whether such payment exceeds the amount specified in the definition of Low Value Changes.
2. If the Service Provider fails to re-site the Project Network Part(s) by the date specified by the Authority pursuant to paragraph 1 above, the Authority shall set off from the Monthly Unitary Charge [REDACTED] for every day of delay from the date by which the Project Network Part(s) should have been re-sited until the date the Project Network Part(s) are re-sited.