

SCHEDULE 22

Liaison Procedure

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Part 1

1. GENERAL PRINCIPLES

The following principles shall be reflected in any Liaison Procedures under or to be developed under this Contract:

- 1.1 there should be full consultation and co-operation between the Parties so far as possible, and a transparent and co-operative exchange of information;
- 1.2 matters should be prepared on a joint basis so far as possible;
- 1.3 each Party should be given a reasonable and fair opportunity to consider matters, and where information is supplied it should include, or be accompanied by, sufficient explanatory or other material to enable the information to be properly considered; and
- 1.4 so far as practical, points arising should be discussed immediately between those concerned so that where in any Liaison Procedures there is reference to any material being sent for comment, this will be a reference to the final form of material the substance of which has previously been discussed between those concerned.

2. AMENDMENT

While Liaison Procedures are guidelines of the best current assessment of sensible work practice, they may require amendment in the light of practical experience and, if so, they should be amended.

3. REVIEW

Where any Party is dissatisfied with the operations of any Liaison Procedures and/or considers that they should be amended in any way, the following provisions shall apply:

- 3.1 the matter shall immediately be brought to the attention of the Network Board;
- 3.2 if unresolved by the Network Board it shall be referred to the persons referred to in the table below ("**Dispute Resolution Representatives**"), who shall as soon as possible discuss matters with a view to resolving the disagreement and reaching

agreement on what action should be taken, including any possible amendment to the Liaison Procedures;

Service Provider	Name	Mike Notman
	Telephone number	01865 713286
	Mobile number	[REDACTED]
	e-mail address	mike.notman@amey.co.uk
Authority	Name	John Blakemore
	Telephone number	0121 303 7329
	Mobile number	[REDACTED]
	e-mail address	john.blakemore@birmingham.gov.uk

- 3.3 should the Dispute Resolution Representatives be unable to agree in accordance with paragraph 3.2, the matter will be referred to the Authority's lawyer and the Service Provider's lawyer who will be asked to produce joint advice and if possible joint recommendations to the Parties;
- 3.4 the advice/recommendations will be referred again to the Dispute Resolution Representatives; and
- 3.5 should the Dispute Resolution Representatives fail to agree, then the matter shall be referred to the Dispute Resolution procedure and clause 70 (*Dispute Resolution*) (except clause 70.1) shall apply.

4. OPERATIONS, EMERGENCIES AND TRAFFIC MANAGEMENT

The Liaison Procedures will:

- 4.1 be agreed by the Service Provider and the Authority and, as appropriate, with the police, the fire and ambulance services, other affected highway authorities, any other affected Relevant Authority and Authority contractors;

- 4.2 provide for periodic meetings between the persons referred to in paragraph 4.1 to discuss issues affecting the subject matter of the relevant Liaison Procedures;
- 4.3 set out procedures for the imposition of temporary speed limits or lane restrictions to accommodate poor visibility, adverse weather conditions, incidents and accidents (but on the understanding that in the case of emergency all agreed procedures may be overridden by the police);
- 4.4 set out agreed procedures for the handling of any emergency, including access procedures and routes for the emergency services (police, fire and ambulance) and notification of any changes to such routes;
- 4.5 provide, if necessary, for the issue of any licence or consent necessary for the Service Provider or any person for which it is responsible to stop on the Project Network in the conduct of the Service under this Agreement;
- 4.6 provide for the appointment by the Service Provider of a responsible officer for each section of Project Network which may be affected by the carrying out of the Services, whose duty it shall be to liaise with the Authority's Representative and the other persons referred to in paragraph 4.1 in accordance with the Liaison Procedures;
- 4.7 set out agreed access arrangements to enable the Service Provider and any affected highway authority each to carry out its respective functions; and
- 4.8 set out agreed procedures in accordance with which the Service Provider will use best endeavours to interface cooperatively with the Authority's contractors including those contracted to collect refuse;

in each case in accordance with (where applicable) Method Statement 1 (*Mobilisation Plan*), Method Statement 7 (*Emergency Responsiveness*) and Method Statement 10 (*Contract Management and Customer Interface*)

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Part 2

1. INTERFACE WITH AUTHORITY'S STREET FUNCTIONS

1.1 Working Together

The Authority and the Service Provider shall work together in the spirit of trust, fairness and mutual co-operation for the benefit of the effective performance of the Services and those services relating to the Project Network which are undertaken by the Authority within the scope of their respective roles, expertise and responsibilities.

1.2 Reasonableness

In all matters governed by this part 2 of schedule 22 (*Liaison Procedure*) including any notice and other communication and activity, the Authority and the Service Provider shall act reasonably and without delay.

1.3 Errors

The Authority and the Service Provider shall warn each other of any error, omission or discrepancy of which they become aware in any of the information provided under this part 2 or otherwise in relation to managing the interface between delivery of the Services and those services relating to the Project Network which are undertaken by the Authority, and (within the scope of their respective roles, experience and responsibilities) put forward proposals to resolve any such errors, omission or discrepancy fairly without adversely affecting the quality of the Services or those services relating to the Project Network which are undertaken by the Authority.

1.4 Exchange of Information

The Authority and the Service Provider shall work together and individually to achieve transparent and co-operative exchange of information in all matters in relation to the performance of the those services relating to the Project Network which are undertaken by the Authority and to organise and integrate their activities as a collaborative team.

1.5 Early Warning System

The Authority and the Service Provider shall operate an early warning system such that each Party shall notify the other as soon as it is aware of any matter adversely affecting or threatening the performance of those services relating to the Project Network which are undertaken by the Authority and shall include in such notification proposals for avoiding or remedying such matter.

1.6 Joint Working

The Authority and the Service Provider shall, each acting reasonably and in good faith, together consider and develop such joint working arrangements and access to each other's computer network and databases, as shall benefit the performance of those services relating to the Project Network which are undertaken by the Authority.