# ADEPT Engineering Board

Report of Term Maintenance Contract workshop ADEPT

12 December 2017

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# Introduction

Following a presentation to the Engineering Board on 9<sup>th</sup> June by Andy Warrington of a market snap shot of the different Term Maintenance Contract models the board suggested an Atkins hosted workshop to discuss in greater detail. This was held on Friday 8<sup>th</sup> September at Atkins Euston Tower offices between 10 am and 2 pm.

This is a short report of the workshop outputs for the Engineering Board.

# **Abbreviations**

ADEPT	- The Association of Directors of Environment Economy, Planning and Transport
CECA	<ul> <li>Civil Engineering Contractors Association</li> </ul>
DfT	- Department for Transport
DLO	- Direct Labour Organisations
EU	– European Union
HE	– Highways England
HMEP	<ul> <li>Highways Maintenance Efficiency Programme</li> </ul>
HS2	– High Speed 2
НТМА	- Highways Term Maintenance Association
KPI	– Key Performance Indicator
PFI	– Private Finance Initiative
RIS2	- Road Investment Strategy 2
ТМС	- Term Maintenance Contract
TUPE	<ul> <li>Transfer of Undertakings (Protection of Employment)</li> </ul>

## **Executive summary**

The purpose of the workshop was to consider the different term maintenance contract models that local highway authorities are currently operating.

Outputs sought from the workshop included:

- The drivers that led to a model being chosen;
- What is working well;
- What local highway authorities would like to work better;
- Measures that have been taken to improve contract performance.

The finding from the initial work that there was no common trend of movement in term maintenance contract models between greater integration and outsourcing (towards the PFI model for example) and greater direct provision and insourcing (towards a in-house client, design and DLO for example).

Key issues raised included:

- Concern that where a supplier arrangement that is performing very well its continuation is limited by the constraints of the original procurement, whereas options for a client to extend the arrangement would be useful where it could be demonstrated that service quality is likely to be better maintained. This could potentially avoid or reduce re-procurement costs;
- 2. Whilst many councils are considering in-sourcing of a greater knowledge of their assets, greater control of decision making and greater ownership of customer responses there is little appetite to recreate DLO where these have not operated for more than 1 procurement cycle due;
- 3. The HMEP Standard form of contract and common specification are considered to be extremely valuable tools and starting points for the sector and there is concern that their maintenance and updating is undertaken and available without charge as per the HMEP intention.

Several proposed asks of DfT by Engineering Board were proposed:

- That the HMEP standard form of contract and standard specification hosting is reviewed to ensure its ongoing availability to local highway authorities;
- Continued support for local highway authority long term funding arrangements and extending this to influence revenue funding levels;
- Provide ADEPT Engineering Board with an early visibility of post-EU changes to procurement laws affecting the sector.

# **1. Current term maintenance contracts**

## 1.1. English Local Highway Authorities

The following table is a snap-shot of the position at  $8^{th}$  September 2017 based on information available to Atkins and the attendees at the workshop.

Local Authority	Supplier	Renewal	TMC model
Bedfordshire	DLO	n/a	In house
Buckinghamshire	Ringway & Jacobs	2018	
Cambridgeshire	Skanska	2027	Outsourced with greater control
Cheshire East	Ringway & Jacobs	Out to tender	
Cheshire West	Ringway	2018	
Cornwall	Cormac	2026	Council owned company
Derbyshire	DLO	n/a	In house
Devon	Skanska	2024	Mixed Economy Small
Dorset	Dorset Highways		Mixed economy Medium
East Sussex	Costain & CH2M	2023	Integrated
Essex	Ringway Jacobs	2022	
Gloucestershire	Amey	2019	Outsourced light touch
Hampshire	Skanska	2024	Outsourced with greater control
Herefordshire	Balfour Beatty	2023	Fully outsourced – one provider
Hertfordshire	Ringway	2019 + 5 years	
Kent	Amey	2019	Outsourced with greater control
Leicestershire	DLO	n/a	In house
Lincolnshire	Kier WSP	2020	
Norfolk	Tarmac	2024	
Northamptonshire	Kier WSP	2020	
North Yorkshire	Ringway	2021	
Nottinghamshire	Via East Midlands	2026	Council owned company
Oxfordshire	Skanska	2020	Outsourced Light Touch
Shropshire	Ringway	2018	
Somerset	Skanska	2024	Outsourced with greater control
Staffordshire	Amey	2024	
Suffolk	Keir WSP	2023	
Surrey	Kier WSP	2021	
Warwickshire	Balfour Beatty	2023	Mixed Economy Small
West Sussex	Balfour Beatty	Out to tender	
Wiltshire	Ringway	2021	Mixed Economy Small
Worcestershire	Ringway	2020	

#### Table 1-1 Current term maintenance contracts

## **1.2.** Highways England's Area Arrangements

The following table is a snap-shot of the position at 9<sup>th</sup> June 2017 based on information available to Atkins.

#### Table 1-2 Highways England maintenance arrangements

Area No.	Area	Supplier	Renewal	TMC model
1	Cornwall & Devon.	Various – tiers to peer's approach	2032	Asset Delivery Model
2	Somerset, Avon, Wiltshire & Gloucestershire.	Various – tiers to peer's approach M&R Ringway	2032	Asset Delivery Model
3	Hampshire, Berks, Surrey, Oxon, Dorset, Wilts and part of Bucks	EM Highways	2018/2019	Asset Support Contract
4	Kent, Surrey, East Sussex & West Sussex.	A One +	2021	Asset Support Contract
6	Essex, part of Cambridgeshire, Suffolk, Peterborough & Norfolk.	Kier	2019	Asset Support Contract
7	Leicestershire, Northamptonshire, Derbyshire, Nottinghamshire, Lincolnshire, part of Warwickshire, Rutland & part of Oxfordshire.	Various – tiers to peer's approach M&R Amey	2031	Asset Delivery Model
8	Part of Cambridgeshire, Bedfordshire, Hertfordshire & part of Suffolk.	Kier	2019	Asset Support Contract
9	West Midlands, Herefordshire, Worcestershire, Shropshire, Staffordshire, Warwickshire and part of Gloucestershire.	EM Highways	2019/2020	Asset Support Contract
10	Cheshire, Greater Manchester, Merseyside & part of Lancashire.	Balfour Beatty	2020	Asset Support Contract
12	Yorkshire & Humberside Ports Motorways.	A One +	2021	Asset Support Contract
13	Cumbria & parts of Lancashire.	Various – tiers to peer's approach M&R Kier	2032	Asset Delivery Model
14	Northumberland, Tyne & Wear, Durham & North Yorkshire.	Various – tiers to peer's approach M&R Costain/CH2M	2032	Asset Delivery Model

# 2. Drivers in the choice of TMC model

## 2.1. The range of TMC models



Please refer to Appendix C Highway Contract Options for the full diagram.

### 2.1.1. In-house

- In house workforce for most routine maintenance.
- Framework contracts for major works.
- Top up services with sub-contractors & professional services contract.

## 2.1.2. Mixed Economy Medium

- TMC supplier for routine maintenance
- Framework contracts for major works
- Top up services through frameworks with sub-contractors & professional services contract
- In house with client staff, including customer contact, supervisors, inspectors, technicians
- Significant day to day client control

## 2.1.3. Mixed Economy Small

- TMC supplier for routine maintenance
- Framework contracts for major works
- Top up services with sub-contractors & professional services contract
- In house with client staff, including customer contact, supervisors, inspectors, technicians
- Client control through specifications & design of works and supervision
- Medium risk held by the authority.

## 2.1.4. Outsourced with Greater Control

- TMC supplier delivers routine maintenance & capital programme.
- Larger 'intelligent client' commissioning & design.
- Medium touch control, some routine works specified by the supplier with authority commissioning programmes of work; minor works & smaller capital schemes by the client.
- Greater degree of 'client instructing works'

## 2.1.5. Outsourced Light Touch

- TMC supplier delivers routine maintenance & capital programme as well as winter service, customer contact, inspections, supervision, design of all highways spending.
- Small 'intelligent client' commissioning team.
- Light touch control, most works specified by contractor with authority commissioning programmes of works etc.

### 2.1.6. Fully Outsourced – One provider

- One supplier delivers all highway services
- All services out-sourced: highways development management, asset management, street works, highway records with consideration of consolidating other contracts such as: traffic signals & street lighting under same contract.
- Less client control, contractor specifies works, client authorises budgets.
- Significant risk transfer to contractor.

NOTE: The following notes are based upon comments and discussions between the authorities participating in the workshop and recorded as such without further validation. It is acknowledged that these views may not necessarily be representative of the sector.

## 2.2. Political considerations

Most delegates agreed that political preferences, recent experiences, and customer satisfaction with the highway service of each individual authority can be a key influence in choosing the type of term maintenance contract model. Senior Officer's experience and aspirations can sometimes be influential in the same way.

An increasingly common consideration is the type of supplier a council is seeking to procure, particularly if there is an aspiration to move away from a single tier 1 supplier and seek to increase the return for the local economy

## 2.3. Incremental change

It was also agreed that for most authorities that the current term maintenance model is likely to only be changed incrementally from its current position on the in-sourcing to out-sourcing scale at each procurement cycle or decision point.

## 2.4. High profile service areas

It was noted and discussed that in several cases high profile service areas including, but not exhaustively, gully cleaning and grass cutting, have led to significant reputational risk for authorities where poor performance has occurred. Several authorities are therefore separating these services from their term maintenance contract arrangements and managing them directly to improve service delivery performance.

A similar approach is also being taken in some cases for pavement (resurfacing) works, although that is more commonly driven by a wish to control a high expenditure part of the highway maintenance service more closely.

An important consideration when delivering different aspects of the highway maintenance service separately is that the supplier delivering the winter service will have a minimum turnover requirement to sustain the number of drivers required by that service, depending on network length, prevailing weather conditions and specified response times.

## 2.5. Limiting factors

It was noted that many councils appear to be considering in-sourcing a greater knowledge of their assets, greater control of decision making and greater ownership of customer responses (all as the HE Asset Delivery model being rolled out currently). However, several delegates agreed that there is little appetite to recreate DLO where these have not operated for more than 1 procurement cycle due to the high capital costs (plant, depots etc.), TUPE implications, and cost of re-establishing operational management expertise to ensure a safe and productive culture.

Equally without government support or incentive a highly outcome focussed, commissioning client model similar to the PFI was considered to remain the exception although several authorities appear to be moving towards this approach.

## 2.6. Capacity

Other aspects that might be considered when preparing for a TMC procurement were suggested as supplier capacity particularly from national infrastructure projects including HS2, Roads Investment Strategy 2, new nuclear etc. Also, the capacity of suppliers bid teams if there is significant procurement in this sector locally e.g. procurement of a Highway England Area supplier that may restrict the market for a local authority procurement.

## 2.7. Creating market interest

The discussions also concluded that an important consideration for many authorities is the attractiveness of the opportunity for suppliers. For example, are major projects more attractive to suppliers than a TMC so should consideration be given for some larger project delivery through the TMC? Also, how can a TMC be made more attractive to suppliers - perhaps making the scope of works larger gives greater confidence of sustained turn-over? Another consideration was how to attract greater competition, for example if the services are all bundled together into a large value TMC contract then perhaps that makes it difficult for small and medium enterprise size suppliers, who often operate more locally, to compete although the core TMC does need to be large enough to include sufficient capacity (number of drivers) for delivery of the winter service.

## 2.8. Value

Many of the delegates shared a concern that when the market has generally increasing costs, and common across most types of term maintenance contracts is the management of the common expectation (particularly amongst politicians) that re-procurement will lead to lower costs when in reality it is likely to rebase rates and costs to the higher market rate.

In addition, it was noted that there may be cases where the winning tender was too cheap and there have been implications from this, such as reduced service and quality being less than expected.

A suggestion to develop a better understanding of the market and be able to provide evidence for politicians and senior decision makers was to undertake extensive soft market testing. A concern was raised that this can be limited by perceived and actual procurement processes and that guidance would be helpful to break out of this. Another suggestion was to build in flexibility for change within contracts particularly long term contracts.

There was also some concern that a supplier arrangement that is performing very well and often developed an integrated approach with the client is often limited in its continuation by the constraints of the original procurement (durations and contract values as advertised at tender invite e.g. OJEU). An option for a client to migrate from a supply arrangement into a longer-term partnership or joint venture could be very beneficial in maintaining service quality and avoiding procurement costs. Another way forward was suggested as exploring options for procurement routes outside of the core contract.

# 3. **Procurement considerations**

## 3.1. Soft market testing

Soft market testing is considered to be a very valuable exercise for both local authorities and suppliers in developing an understanding of the likely market response to the proposed balance of risk, and to support authorities develop their tenders to take account of the latest good practice and recent innovations.

However, local authorities would benefit from some guidance on what is permitted in terms of soft market testing, and the relative timings, whilst remaining compliant with procurement legislation

## 3.2. Pricing and costs

There are several key considerations with regard to managing prices and costs through the duration of the contract that need to be considered at the procurement stage.

Consideration of the most appropriate price fluctuation and inflation factors is critical. Affordability of the continued delivery of services for the client and by the supplier are the root cause of many contractual tensions and disputes in the later years of the contract. These can also lead to quality of the service being compromised.

However, an effective price fluctuation arrangement will give the client confidence in continuing to receive good value and the supplier confidence in the sustainability of the commercial arrangement. This will often support a collaborative approach to continuous improvement and efficiency savings.

It is useful to consider how to build in flexibility of price fluctuations and inflation factors within the contract perhaps to even include a re-basing of prices mid-way through the contract to reflect actual market costs.

Some contracts have taken a great benefit from separating out the overhead and profit costs from the plant, labour and material costs, the client has a greater influence of these costs through the greater transparency and the supplier can reduce the risk weighting when the costs are applied to rates. If clients understand better where suppliers are making their money they can also help manage the impact of changes in work-load and avoid creating adversarial situations. This will also be very useful

Clients should give great consideration to reducing the number of rates that need to be priced in the schedule, to improve the quality and reduce the cost of the procurement process for all parties. Guidance from the HMEP is available here also.

Where key national projects are located in the vicinity a review of the demand and likely cost stability of key materials will be prudent.

## **3.3. HMEP** standard form of contract and common specification

The HMEP standard form of contract and common specification are considered by the sector to be extremely valuable tools, whilst acknowledging the HMEP documents do need developing for each procurement. It was noted that not all authorities who have developed a contract based on HMEP have been willing to share (or will share for a fee) and it was considered important to have a mechanism to be able to access what is considered as the latest model or best practice and have document control.

# 4. Asset management, people and performance

## 4.1. People, culture, skills and capability

"It's all about the people"

All Term Maintenance Contract models need to be able to facilitate the building and maintaining of an integrated culture, with a shared understanding of the required and the aspired levels of service delivery and reasonableness of costs

It is equally important to capture and update in the formal contract documents the common practices that will evolve and practical interpretations of the procurement. This will ensure that in the event of a dispute this can be considered against a formal consideration of the working arrangements and resolved more promptly and effectively.

An important consideration in establishing the operational arrangements of delivering the service with a new supplier and possibly a new client organisational structure also is how to create and maintain an effective proximity and understanding between the strategy and the delivery teams.

In considering different Term Maintenance Contract models it is important that the value the highway infrastructure asset knowledge and the network knowledge is considered and how this is to be maintained by the client and/or handed over between suppliers at each procurement cycle.

Planning for and managing TUPE implications and pension liabilities is a critical cost consideration and an early consideration by clients will often reduce the risk for suppliers, therefore reducing their costs to be recovered through TMC. Early engagement of staff and transparency of process will of course improve retention and team motivation through these changes – it is often the small things that matter, location and working environment, cars, IT equipment etc.

## 4.2. Performance management

In the discussions about the different forms of TMC a brief consideration of performance management considered the advantages and dis-advantages of outcome based and output based indicators whilst acknowledging a mix of the two will be needed at strategic, tactical, and operational levels.

It was noted that more effective accountability is usually possible through output performance monitoring. This is because output KPI are more easily measured and collected, and are more likely to be SMART targets. However, outcome performance monitoring is likely to give better alignment to council and corporate objectives although the performance system needs to be able to deal with changes to budgets to ensure they remain realistic. The key is to develop a performance management framework, linking strategic, tactical and operational indicators and defining monitoring and processes that enable and require corrective actions by the appropriate levels of responsibility.

It was also noted that a reduced number of KPI to ensure effective performance management can often be beneficial and consideration of the relationship with contractual quality management systems essential.

# 5. Conclusions

- 1. The key findings of the workshop that participants wished to be reported back to the Engineering Board are:
  - a. The need for greater confidence that the HMEP standard form of contract and standard specification hosting will maintain the documents and reasonable access for authorities;
  - b. The importance of supporting DfT in maintaining long term capital funding arrangements and considering how this can be extended to influence revenue funding levels also;
  - c. A call for early visibility of post-EU changes to procurement laws affecting the sector, in particular opportunities for longer term frame-works and opportunities to transition from a procured service to a partnership/joint venture arrangement.
- 2. Next steps
  - a. Consider extending this discussion to include CECA and HTMA;
  - b. Consider developing guidance from these discussions on how to achieve value for money in making procurement decisions and during contract delivery;
  - c. To seek Engineering Board agreement to undertake a drainage workshop to extend the discussion around an emerging trend for clients to take greater control of this service and direct procurement arrangements.

# Appendices



# Appendix A. Workshop Outputs

# A.1. Meeting Minutes Meeting notes distributed to all attendees

**Technical note** 

Project:	ADEPT Engineering Board	To:	Mark Stevens
Subject:	TMC workshop highlights	From:	Andy Warrington
Date:	8 Sep 2017	cc:	Raovis Khaosari.

Highlights from the Term Maintenance Contract workshop

#### TMC Mapping

A kind offer from a participating authority to forward some further analysis to be combined with the updated Atkins analysis and share with the group/Engineering Board.

#### Purpose

To discuss the term maintenance contract model the represented councils are currently operating and:

- · Drivers that led to that model being chosen;
- What is working well;
- What would they like to work better;
- Measures that have been taken to improve contract performance.

#### Spread of models

Attendees included 2 councils with Direct Labour Organisations and heavily in-sourced, 1 council with a highly-integrated service provision and a small commissioning client and a range of arrangements and a good range of arrangements in between.

#### Choosing the model

- Political preference
- Historical model agreed it was common that each procurement was likely to move only an
  incremental step along the in-source (DLO) to integrated service (PFI) range
- Noted that whilst there are many councils considering in-sourcing of a greater knowledge of their
  assets, greater control of decision making and greater ownership of customer responses (all as the
  HE Asset Delivery model being rolled out currently) there is little appetite to recreate DLO where
  these have not operated for more than 1 procurement cycle due to the high capital costs (plant,
  depots etc.), TUPE implications, and cost of re-establishing operational management expertise to
  ensure a safe and productive culture
- Senior Officers experience and aspirations

Other aspects that might be considered when preparing for a TMC procurement were suggested as:

- Capacity (of supplier) impact from national infrastructure projects HS2, RIS2, new nuclear etc.
- Cost stability of key materials due to impact from national projects
- · Capacity of suppliers bid teams if there is significant procurement in this sector locally e.g. HE Area
- The type of supplier a council is seeking to procure, particularly if there is an aspiration to move away from a single tier 1 supplier and/or increased return for the local economy
- How to effectively define value for money through competitive procurement rather than best cost moderated by quality

1

Managing the common expectation (particularly amongst politicians) that re-procurement will lead to
lower costs when in reality it is likely to re-base rates and costs to the (generally higher) market rate.

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## following the workshop held 8<sup>th</sup> September 2017..

## **ATKINS**

## **Technical note**

There was also some concern that a supplier arrangement that is performing very well and often developed an integrated approach with the client is often limited in its continuation by the constraints of the original procurement (durations and contract values as advertised at tender invite e.g. OJEU). An option for a client to migrate from a supply arrangement into a longer-term partnership or joint venture could be very beneficial in maintaining service quality and avoiding procurement costs (suggested at c£2M).

#### Soft market testing

- · What's permitted whilst remaining compliant with procurement legislation
- · Understanding the likely market response to different balances of risk

#### Pricing and costs

- How to include appropriate price fluctuations and inflation factors
- · How to build in flexibility of price fluctuations and inflation factors
- Benefits of separating out the overhead and profit costs and risks
- If clients understand better where suppliers are making their money they can help manage the impact of changes in work-load and avoid creating adversarial situations
- Reducing the number of rates that need to be priced in the schedule

#### HMEP Standard form of contract and common specification

Considered to be extremely valuable tools and starting points for the sector and disappointment they appear not be being maintained or updated through use (e.g. recent Devon/Somerset/Plymouth procurement) – can this be re-established as per HMEP intention (note a council was offered a copy of recently developed documents from another council for £250k)

#### Use of a managing agent/tier 1 supplier

- Fee on fee
- Responsiveness to service performance in visible services
  - Gulley cleaning
  - Grass cutting
  - 0
- Sub contract with tier TMC supplier being used to procure some design/professional services

#### People/culture/skills & capability

- "It's all about the people" in all TMC models
- How to build and maintain an integrated culture
- Creating proximity and understanding from strategy through to delivery teams
- Value of client owned knowledge of their assets and network
- Managing TUPE

#### Performance Management

- Outcomes vs outputs
- More effective accountability is usually possible through output performance monitoring
- Better alignment to Council/corporate objectives through outcome performance monitoring
- Reduced KPI to ensure effective performance management less is more

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2



## **Technical note**

#### Asset Management

· Increasing leadership of service delivery by asset management function to provide a data led approach

#### Conclusions

- 1. Asks of DfT via Engineering Board
  - a. Review of HMEP standard form of contract and standard specification hosting
  - b. Continued support for long term funding arrangements and extending this to influence revenue funding levels
  - c. Early visibility of post-EU changes to procurement laws affecting the sector, in particular, opportunities for longer term frame-works and opportunities to transition from a procured service to a partnership/joint venture arrangement.
- 2. Next steps
  - a. Consider extending this discussion to include CECA and HTMA
  - Consider developing guidance from these discussions on how to achieve value for money in making procurement decisions and during contract delivery.

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## A.2. Workshop Attendees

Attendee	<b>Representing</b>
Debbie Taylor Bond	Northamptonshire
Steve Johnson	Hertfordshire
Pat Clarke	Leicestershire
Mark Stevens	Suffolk
Barrie Mason	North Yorkshire
Steve Berry	DfT
Mark Darlow Joy	Gloucestershire
Chris Allwood	Derbyshire
Andrew Loosemore	Kent
Robert Clark	Kent
Peter Birley	Wiltshire
Jane Young	Surrey
Mike Batheram	Atkins
Richard Stokes	Atkins
Andy Warrington	Atkins

# Appendix B. Contract Renewals

## **B.1. Local Authority Contract Renewal Timeline**



Timeline outlining when Local Authorities' current Highways contracts are due for renewal. Note: Based on the earliest contract renewal date not consider possible extensions to the contract.

## **B.2.** Companies under Contract with Local Authorities



Map showing the contractors currently in place. The Total Contract Values refers to the contracts referenced in Figure 2 and does not include all contracts in place by the various contractors.

## **B.3. Highway England Renewals Timeline**



Timeline outlining when Highways England's current Highways contracts are due for renewal.

## B.3.1. Highway England Renewals 2018/2019

#### Area Authority

Hampshire, Berks, Surrey,Oxon, Dorset, Wilts and part of Bucks



## B.3.2. Highway England Renewals 2019

#### Area Authority

- 6 Essex, part of Cambridgeshire, Suffolk, Peterborough & Norfolk.
- 8 Part of Cambridgeshire, Bedfordshire,
- Hertfordshire & part of Suffolk.



## B.3.3. Highway England Renewals 2019/2020

#### Area Authority

West Midlands, Herefordshire,

- Worcestershire,
- 9 Shropshire, Staffordshire, Warwickshire and part of Gloucestershire.



## B.3.4. Highways England Renewals 2020

#### Area Authority

Cheshire, GreaterManchester, Merseyside & part of Lancashire.



## B.3.5. Highways England Renewals 2021

#### Area Authority

- 4 Kent, Surrey, East Sussex & West Sussex.
- 12 Yorkshire & Humberside Ports Motorways.



## B.3.6. Highways England Renewals 2031

#### Area Authority

7 Leicestershire, Northamptonshire, Derbyshire, Nottinghamshire, Lincolnshire, part of Warwickshire



## B.3.7. Highways England Renewals 2032

## Area Authority

- 1 Cornwall Devon
- 2 Somerset
- Gloucestershire
- 13 Cumbria
- Northumberland 14 North Yorkshire
  - Durham







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