

Appendix G: Transition Arrangements

Road Asset Management Contract (RAMC) – Gen 2

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1 Contract Periods

For the purposes of describing transition arrangements the Term is partitioned into the following periods:

- a) Establishment Period – the period between the Date of Award and 8:00am on the Handover Date
- b) Full Capacity Period – the period from 8:00am on the Handover Date until the end of the Term. The first three months of the Full Capacity Period include the Non-Sanction Period, and
- c) Transition Out Period – the three month period immediately prior to the end of the Term (and which overlaps with the end of the Full Capacity Period).

2 Establishment Period

During the Establishment Period, the Contractor will:

- a) develop and submit a Contract Plan in accordance with the General Conditions which reflects the likely scope of Routine Maintenance Work from the Handover Date, and
- b) otherwise undertake all establishment and preparatory activities necessary for the Contractor to assume full responsibility for the Road Infrastructure from 8:00am on the Handover Date.

During the Establishment Period the Principal (and the existing Contractor) will:

- a) provide the Contractor's Representatives access to the Road Infrastructure and each Site to observe maintenance operations and to understand specific attributes of the Road Infrastructure, and
- b) provide all reasonable assistance and information to the Contractor to enable the Contractor to assume responsibility for the Road Infrastructure at the Handover Date.

During the Establishment Period, the Principal and the Contractor will establish processes to measure performance, as detailed in the Compensation and Performance Framework.

3 Full Capacity Period

The existing contractors with responsibility for all or part of the Road Infrastructure will cease maintenance on their respective road networks on the Handover Date.

From 8:00am on the Handover Date the Contractor must meet all of its obligations in respect of the work under the Contract.

The Non-Sanction Period will commence on the Handover Date and will continue for three months. During the Non-Sanction Period, payments to the Contractor will not be adjusted based on the performance measures as detailed in the Compensation and Performance Framework.

4 Transition Out Period

At the end of the Term a new contractor may be engaged to take over responsibilities in respect of the Road Infrastructure.

The Transition Out Period will coincide with the Establishment Period for the new contractor.

During the Transition Out Period the Contractor must provide:

- a) the new Contractor's Representatives access to the Road Infrastructure and each Site to observe maintenance operations and to understand specific attributes of the Road Infrastructure, and
- b) all reasonable assistance and information to the new contractor to enable the new contractor to assume responsibility for the Road Infrastructure at the end of the Term.

5 Data and Information

All outstanding data and information required under the Contract is to be provided in the prescribed form to the Principal within one month of the end of the Term (unless an earlier date is specified elsewhere in the Contract).

6 As-Constructed Details

All outstanding as-constructed detail in respect of the work under the Contract is to be provided to the Principal within one month of the end of the Term (unless an earlier date is specified elsewhere in the Contract).

7 Disestablishment and Demobilisation of Plant and Equipment

All plant, equipment, buildings, materials and other non-permanent items that belong to the Contractor that are on land controlled by the Principal are to be removed within one month of the end of the Term (unless an earlier date is specified elsewhere in the Contract).

8 Handover Report

The Contractor will submit to the Principal a detailed, complete, up to date and accurate handover report:

- a) on or before 1 August in each Year of the Term, and
- b) a minimum of six months before the end of the Term.

The handover report will include the following items:

- i) a maintenance performance report, summarising the previous Year
- ii) copies of the current forward work programme and the various current strategies
- iii) a summary of any unresolved issues, especially those that may impact on the new contractor
- iv) details of any sensitive issues
- v) a summary of any ongoing special monitoring needs
- vi) a summary of outstanding inspections and work relating to permits, licences and the like issued by regulatory authorities including the dates of future "end of maintenance period" which is the responsibility of permit/licence holder
- vii) details of the status of liaison and planning for future works provided to service authorities
- viii) a brief on current and recently completed Programmed Maintenance Works and Rehabilitation Maintenance Works, and

- ix) a list of Projects for which the Defects Liability Period is still running, showing the expiry date and a schedule of outstanding defects that remain to be rectified.

9 Handover meeting and Inspection

The Contractor will attend a meeting and inspection a minimum of four weeks before the end of the Term.

The meeting and inspection will involve the Contractor, the Principal and the new contractor.

The purpose of the meeting and inspection is to determine and agree the extent of work required to be completed before the Contractor hands the Site over at the end of the Term. If required, all remedial work must be completed within the agreed timeframes and before the Certificate of Practical Completion for the relevant Project is issued.

