



Delft University of Technology

Trust unravelled

In inter-organisational relationships in a regulated tender environment

Smolders, Alf

DOI

[10.4233/uuid:9c06cd80-10a2-465b-ba58-21bf3ad6795e](https://doi.org/10.4233/uuid:9c06cd80-10a2-465b-ba58-21bf3ad6795e)

Publication date

2019

Document Version

Final published version

Citation (APA)

Smolders, A. (2019). *Trust unravelled: In inter-organisational relationships in a regulated tender environment*. <https://doi.org/10.4233/uuid:9c06cd80-10a2-465b-ba58-21bf3ad6795e>

Important note

To cite this publication, please use the final published version (if applicable).
Please check the document version above.

Copyright

Other than for strictly personal use, it is not permitted to download, forward or distribute the text or part of it, without the consent of the author(s) and/or copyright holder(s), unless the work is under an open content license such as Creative Commons.

Takedown policy

Please contact us and provide details if you believe this document breaches copyrights.
We will remove access to the work immediately and investigate your claim.

Trust unravelled

In inter-organizational relationships in a regulated tender environment

Alf L. Smolders

Appendices

27 February 2019

Content

Appendix A	ProRail	4
	Strategic goals of ProRail.....	4
	Development of the Dutch rail maintenance contracts.....	4
	Effects of traditional tender process of the Dutch government.....	5
	Tender processes of ProRail.....	6
Appendix B	Interview protocol	7
Appendix C	Case descriptions	9
	Rail maintenance region 1.....	9
	Rail maintenance region 2.....	12
	Rail maintenance region 3.....	14
	Rail maintenance region 4.....	16
	Rail maintenance region 5.....	19
	Rail maintenance region 6.....	20
	Rail maintenance region 7.....	21
	Rail maintenance region 8.....	23
	Case description of Rail maintenance Switzerland – Zürich region.....	25
Appendix D	Interview protocol results	28
Appendix E	Scenarios for the simulation-games	32
	Scenario 1.1.....	32
	Scenario 1.2.....	40
	Scenario 2.1.....	48
	Scenario 2.2.....	58
	Scenario 3.1.....	76
	Scenario 3.2.....	86
	Scenario 3.3.....	98
	Scenario 3.4.....	110
Appendix F	Evaluation form of the simulation games	120
Appendix G	Results of the simulation games	121
	Scenario 1.1.....	121
	Scenario 1.2.....	122
	Scenario 2.1.....	123
	Scenario 2.2.....	124
	Scenario 3.1.....	125
	Scenario 3.2.....	126
	Scenario 3.3.....	127
	Scenario 3.4.....	128
Appendix H	Analysis of the simulation games	129
	Limited financial funds.....	129

Scenario 1.1	Limited financial funds	129
Scenario 1.2	Sufficient financial funds	132
Interference from management		135
Scenario 2.1	Disruptions from the asset owner's management.....	135
Scenario 2.2	Disruptions from the maintenance contractor's management	138
The effect of personal management style		142
Scenario 3.1	Asset owner manages based on the contract management style; maintenance contractor manages based on the relational management style	142
Scenario 3.2	Asset owner manages based on the relational management style; maintenance contractor manages based on the relational management style	144
Scenario 3.3	Asset owner manages based on the relational management style; maintenance contractor manages by the contractual management style	147
Scenario 3.4	Asset owner manages by the contractual management style; maintenance contractor manages by the contractual management style	151

Appendix A ProRail

ProRail manages approximately 7,030 km railway track and 403 railway stations. The railway system is used by 1.1 million people and for the transportation of 51 billion ton kilometres of goods every year (“Jaarverslag ProRail 2014,” 2015). ProRail spends about € 1.2 billion every year. With that, ProRail is one of the biggest asset owners in the Dutch construction industry.

Strategic goals of ProRail

ProRail’s strategic goals are reliability, punctuality, safety and sustainability (“Jaarverslag ProRail 2014,” 2015). At the same time, ProRail’s aim is to increase asset owner satisfaction and focus more on results, while decreasing costs (“Focus - Intranet van ProRail,” 2015). They do that by lowering the railway system’s life cycle costs, including decreasing the management effort. ProRail aims for a guaranteed minimum quality from their maintenance contractors (“ProRail - Leveranciers - Erkenningsregeling,” 2015). The guarantee is arranged by certifying rail maintenance contractors. There is a process to get certified as, for example, a rail contractor. Only certified companies are allowed to work on the specific technical area. A disadvantage of the certification is that high entry barriers are created for the proposed market. For example, there are currently four maintenance contractors who are certified to maintain the rail infrastructure, while more maintenance contractors would be very desirable.

Development of the Dutch rail maintenance contracts

ProRail is facing challenges in managing the railway system. There are political discussions about failure of the railway system, such as disruptions due to leaves from trees on the railway track, glazed frost on overhead wires and ice between rail switches, or failure of heating systems on points. The Dutch railways receive high financial contribution from the government. Politicians expect performance of the rail infrastructure in return.

Because of disruptions in 2009 and 2010, a temporary committee of the rail maintenance and innovation was set up by the Dutch Parliament. After finishing their report, the committee made recommendations for achieving better performance of the rail infrastructure. The committee was concerned about the quality of the railway track (Kuiken, van Bommel, Bosman, van Hijum, & Jansen, 2012). One of the recommendations of the committee was to inspect the rail infrastructure every five years.

As a reaction to this recommendation, the Inspection department of the Ministry of Infrastructure and Water Management started the first inspection of the maintenance of the Dutch rail infrastructure. The inspection concluded that the basics of performance based maintenance contracts were good for daily maintenance, but that the design of the contract had to change (Prestatiegericht Onderhoud van de Nederlandse Spoorweginfrastructuur, 2013). Based on conclusions in the report ProRail strongly control performance based maintenance contracts by financial and juridical instruments, yet safety aspects were secondary. There were unnecessary risks which influenced a safe and accessible railway track. Another concern from the inspection was the lack of availability of object information of the rail infrastructure and the lack of visibility of the actual state of rail maintenance for ProRail, leading to hidden defects.

A relevant event in this respect was the tender process of maintenance contract in the Eemland region in 2011/2012 for a performance based maintenance contract, version 2.0 (better known as PGO¹ 2.0, an update of version 1.0). Before the introduction of performance based maintenance contracts, there were output process contracts (OPC). The difference between the two contracts is that with the OPC ProRail tells the maintenance contractor how to maintain the rail infrastructure. With PGO the maintenance contractor suggests a maintenance plan which will be approved by ProRail (Quick Scan Beheer onderhoud hoofdspoorweginfrastructuur ProRail, 2012). In April 2012, ProRail noticed irregularities in the offers from maintenance contractors during the tendering phase. The biggest concern of ProRail was if the maintenance contractor, Strukton, was able to maintain quality for the bid they offered. ProRail decided to withdraw the request for proposal concerning the Eemland region (“Rechtspraak PGO Eemland - Strukton,” 2013). After withdrawing the request for proposal for the Eemland region, ProRail arranged a meeting with all the four maintenance contractors, including Strukton. The aim of the meeting was to start over with the tender of the Eemland region, but this time ProRail aimed for both qualitatively and commercially attractive biddings. After

¹ PGO stands for *prestatiegericht onderhoud*, which means performance based maintenance

the second tender procedure, the winning bid was from another maintenance contractor. Strukton went to court to claim the contract, because they disagreed with the followed procedure. The court ruled in favour of ProRail.

Because of the irregularities of the tender process of the Eemland region, ProRail set up an independent committee to implement performance based maintenance contracts into the Dutch rail infrastructure. The independent committee consisted of professors and experts in the area of contract management. According to the committee, performance based maintenance contracts were promising: it reduces failures, so that the quality gets better, and reduces costs at the same time (de Pagter & Santema, 2013). They developed the performance based maintenance contract to version 3.0 (PGO 3.0).

To make PGO 3.0 successful, different skills of the maintenance contractors and ProRail are required. A cultural change and a different maintenance organisation is needed. De Pagter & Santema (2013) proposed an implementation plan with four most important areas: (1) setting up a knowledge and education centre to offer support on process and content, (2) setting up a management database to provide information equally and transparently to the maintenance contractors, (3) facilitating the transition of PGO 3.0 contract model, and (4) creating operational collaboration to continuously improve the values of the maintenance contractors concerning the strategic goals of ProRail. The committee of experts concluded that the human factor of the project teams of ProRail and maintenance contractors is the key for success. ProRail communicated the implementation plan to the Ministry of Infrastructure and Environment (Gout-van Sinderen, 2013). In the quarterly report of July 2014 (Kwartaalrapportage PGO verbeteraanpak juli 2014, 2014), ProRail reported to the Ministry of Infrastructure and Environment that from the four agreed maintenance regions, only two contracts are awarded. This means that there were issues during the tendering process. ProRail also mentioned that the contracts were awarded for ten years.

Because ProRail has to follow the Directives from Europe, some employees from ProRail thought that awarding contracts for a ten year period was illegal. This was heard by the Supervisory Board of ProRail. The Supervisory Board started an evaluation by hiring the consultancy firm PriceWaterhouseCoopers (PWC). PWC evaluated the ten year PGO 3.0 contracts and concluded that these contracts were not compliant to tender law (Ruiter, 2015), which led to a political debate. ProRail was accused of not being compliant to law. Strukton, for example, stated that ProRail was not reliable, during the hearing in the Parliament (Weissink, 2015). At the same time, there were also organizations who were in favour of the ten year maintenance contracts, such as the FNV union (Leupen, 2015). "Long term contracts are good for employability for the long term and it is easier for investments."

Effects of traditional tender process of the Dutch government

The tender procedures of the Dutch government and their governmental owned enterprises use highly detailed specifications to select a contractor. The specifications are made by the governmental owned enterprise or by an engineering consultancy firm hired by the governmental owned enterprises. Engineers write specifications at their best effort, but it is nearly impossible to be complete in the specifications. The incompleteness of the specifications, which are part of the contract, will lead to more work discussions, especially in tender strategies where the price is dominant.

At ProRail, most tender procedures used to be based on lowest bid strategy. Selecting a contractor based on lowest bid is easy and fast. Since the new Dutch tender law (Verhagen, 2012), which was implemented in 2013, governmental organizations are not allowed to use lowest bid strategies without good arguments. And not for just a reason. The effect of the lowest bid strategy is that the contractor is taking serious risks to win tenders. The tender bid is often lower than the cost price. The result is that the minimum quality is offered. That means minimum quality of the materials, not having the best experts in the field on the project, and every gap in the specification or every change in scope results in additional work discussions, thus higher costs for the governmental owned enterprise, and thus the tax payer. Prices due to additional work are high, because of the absence of the competitive factor once the contractor has the contract.

It should be noted that the interests of both governmental owned enterprises and contractors are the same, except for the price as it is stated in this sub section. The interests of the governmental owned enterprise is to get the lowest price possible, the highest quality of the work, get the project done within time, at the lowest risks, and having low management effort. On the contrary, the interests of the contractor is to get as much

profit as possible, deliver good quality of work, within time, at the lowest risk, having low management effort. The difference between the opposing interests is price. If the governmental owned enterprise uses quality based tender procedures, where price is no longer dominant, it is expected that both organizations have common interests. This leads to more quality, less risks, and less management effort. As long as the governmental owned enterprise determines the lowest bid tender strategy, all other interests than price turn into contradictive interests. The 'common' interests will shift from each other to the other side of the continuum.

Tender processes of ProRail

Because ProRail is owned by the Dutch government, contracts are tendered according to European legislation for special sectors (European Committee, 2004, 2014). According to article 101 of the Directive 2014/25/EU, tenders must be in accordance with the principles of the Treaty on the Functioning of the European Union (TFEU). These principles are equal treatment, non-discrimination, mutual recognition, proportionality and transparency. To pursue the objectives of the Europe 2020 strategy for smart, sustainable and inclusive growth in purchasing strategies, governmental organizations should be made clear that they can determine the most economically advantageous tender and the lowest cost using a life-cycle costing approach.

ProRail uses the most economically advantageous tender strategy, but the used weighting factors are not distinctive. Price is still dominant. ProRail sets up the following weighting factors for regular tenders: 70% price, 20 % CO₂-performance, and 10% safety. The last two aspects seem to meet the European strategy for 2020 (reduction of CO₂ and safety issues). However, if all maintenance contractors perform the same on the CO₂ and safety aspects, only price adds value. The conclusion is that ProRail still uses lowest bid tender strategies. ProRail is becoming more aware of the effect of lowest bid tender strategies. They are in a transition to use real qualitative weighting factors by setting up a collaboration or even an alliance with a contractor. The performance based rail maintenance contracts were awarded by using qualitative weighting factors.

Although ProRail tries to succeed in the transition from tenders where price is dominant to tenders where quality is dominant, not all of maintenance contractors are able to make the transition. ProRail tries to convince the maintenance contractors to go along with the transition. Endemic culture of winning tenders out of governmental owned enterprise's lowest bid strategies, keep contractors away from the transition. What follows is that well-performing companies survive, while worse-performing companies might lose markets. When this happens, the consequence is that the rail maintenance market will decrease in the number of maintenance contractors. In a four-contractor-rail-maintenance-market (oligopoly), the market power concentrates to less competitors. That may lead to a domination from the remaining maintenance contractors.

Appendix B Interview protocol

Interview protocol Trust unravelled

This interview protocol is used for calculating the level of trust. Each sub factor from the multi-layered framework of trust and distrust has a statement. The statement can be answered from the five-level Likert scale. The values of 1 till 5 are: 1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree.

Sub factor	Statement	Score				
Honesty, reliability, integrity and confidentiality	Both organizations share the same norms and values, such as honesty, reliability, integrity and confidentiality	1	2	3	4	5
Market power	The asset owner has large influence to the maintenance contractor. For example, how many buyers for rail maintenance are there? Can the asset owner be described as a monopsonist, in other words the buying monopolist?	1	2	3	4	5
	This influence has a big impact on the performance of the maintenance contractor	1	2	3	4	5
	The asset owner has large influence to the maintenance contractor. For example how many maintenance contractors has the rail maintenance market. Can the rail maintenance market be described as an oligopoly?	1	2	3	4	5
	This influence has a big impact on the asset owner.	1	2	3	4	5
Degree of dependency	Mutual dependency has a clear role to build up a trusting relationship	1	2	3	4	5
	The organizations in the rail maintenance market are dependent from each other	1	2	3	4	5
Inter-dependency	Long term goals of both the asset owner as the maintenance contractor match	1	2	3	4	5
Long term orientation	There are no common goals formulated between the asset owner and maintenance contractor	1	2	3	4	5
Common goals	The goals of both the asset owner and maintenance contractor are not contradictory	1	2	3	4	5
No own interests	There is communication exchange about finance, risks, and technical state of the rail infrastructure	1	2	3	4	5
Information exchange	There is communication exchange about finance, risks, and technical state of the rail infrastructure					
Open communication	The communication between the organizations is transparent, there are no hidden agendas	1	2	3	4	5
Reputation	The reputation of my counterpart is bad	1	2	3	4	5
Contract and trust are complement to each other	Incentives and trust are complementary and leads to performance	1	2	3	4	5
No penalty clauses in contract	Financial sanctions in contracts do not increase performance	1	2	3	4	5
Completeness of the contract	The maintenance activities are highly detailed	1	2	3	4	5
Roles and tasks	The distribution of roles and tasks in each organizations match each other well	1	2	3	4	5
Knowledge	Specialists of my counterpart have insufficient knowledge	1	2	3	4	5
Qualifications	Specialists of my counterpart do not have the required diplomas and certificates	1	2	3	4	5
Skills	The skills of the personnel of my counterpart do not meet the needed requirements	1	2	3	4	5
Past experience	Specialists of my counterpart have the required experience	1	2	3	4	5
Willingness	There is mutual willingness between the organizations	1	2	3	4	5
Commitment	There is mutual commitment between the organizations	1	2	3	4	5
Identification	There is mutual identification between the organizations	1	2	3	4	5
Intentions of others	My counterpart shows its best intentions to me	1	2	3	4	5
Responsibility	My counterpart shows irresponsible behaviour	1	2	3	4	5
No risk-taking	My counterpart avoid risks that can harm my organization	1	2	3	4	5
No betrayal	My counterpart has not betrayed me	1	2	3	4	5
No egocentrism	My counterpart shows egocentric behaviour	1	2	3	4	5
No self-absorption	My counterpart does what is important to him	1	2	3	4	5
No manipulation	My counterpart does not show manipulative behaviour	1	2	3	4	5
Politeness/ friendliness	My counterpart shows a friendly and polite attitude	1	2	3	4	5
Honesty	My counterpart shows a honest attitude	1	2	3	4	5
Authentic loyalty	My counterpart shows an authentic loyal attitude	1	2	3	4	5
Integrity	My counterpart shows an integer attitude	1	2	3	4	5
Reliability	My counterpart shows a reliable attitude	1	2	3	4	5
Confidentiality	My counterpart shows a confidential attitude	1	2	3	4	5
Timeliness	My counterpart shows a timeliness attitude	1	2	3	4	5
Sincerity	My counterpart shows a fair attitude	1	2	3	4	5
Credibility	My counterpart shows a credible attitude	1	2	3	4	5
Benevolence	My counterpart shows a benevolent attitude	1	2	3	4	5
Sharing Information	My counterpart shares fully and transparency all information	1	2	3	4	5

Conflict management	My counterpart discusses conflicts constructively	1	2	3	4	5
Discuss doubts/distrust	My counterpart does not discuss doubts and/or distrust up front	1	2	3	4	5
Depth of the conversation	Conversations are deep and meaningful	1	2	3	4	5
Evaluate competences and trust up front	My counterpart evaluates competences up front	1	2	3	4	5
Bonding	My counterpart checks his interpretations	1	2	3	4	5
Intimacy	My counterpart shows intimacy	1	2	3	4	5
Appreciate different skills of others	My counterpart appreciates our different skills	1	2	3	4	5
Appropriate distance in the relationship	My counterpart keeps appropriate distance in the relationship	1	2	3	4	5
No fear for opportunistic behaviour	You do <u>not</u> feel fear for opportunistic behaviour	1	2	3	4	5
No paranoia	You feel fear for failure of the contract	1	2	3	4	5
No suspicion	You are suspicious to your counterpart	1	2	3	4	5
No injure	You feel fear for damaging the relationship	1	2	3	4	5
No harm	You are afraid that your counterpart will damage your reputation	1	2	3	4	5

The statements contain negative and positive formulated statements. For translating the scores into the level of trust, the scores of the negative formulated statements have to be reversed first, before an actual view of trust can be made.

Appendix C Case descriptions

Rail maintenance region 1

Introduction

The rail maintenance region is in the North of The Netherlands. This maintenance region has the third generation of the performance based maintenance contracts 'PGO 3.0'. Both parties agree that the maintenance contractor did not deliver more results than was agreed to in the contract. PGO stands for 'Prestatie Gericht Onderhoud' (Dutch for performance based maintenance). The PGO 3.0 contract has incentives. When the maintenance contractor performs well, they receive a bonus. On the other hand, if there are disruptions because of failures of the rail infrastructure, they will be punished by financial penalties. The level of the penalty depends on how big the disruption is and on who it will affect. Therefore the term TAO is used. TAO stands for Trainservice influencing irregularities (translated from 'Treindienst Aantastende Onregelmatigheden'). At the time the maintenance contractor was interviewed, he thought he exceeded 60-70% on TAO's. This PGO 3.0 contract is over a 10-year period.

The tender process of the PGO 3.0 contracts was a result of a long period of negotiations between the asset owner and the maintenance contractors. The negotiations were turbulent due to irregular tender bids on PGO 2.0 contracts. Some maintenance contractors did not trust the asset owner at that time. The first four PGO 3.0 contracts, which were tendered, were the outcome of the long negotiations. These four contracts were tendered as pilots, to learn how to deal with these contracts. Somehow, during the tender phase, the length of the PGO 3.0 were extended from five to ten years. Once the contracts were signed, an employee of the asset owner thought that the extension of the contracts from five to ten years was against the rules of tender law. He decided to report this via the whistle-blowing regulation. The supervisory board started an enquiry by hiring an external consultancy firm. The conclusion in the report was that ten year contracts were allowed, but it was not allowed to change that during the tender process. This change is seen as an essential change of the starting points. That is against the basic principles of European tender law: transparency, objective, non-discriminative, and proportionality. Politics started to interfere in the discussion. The House of Representatives demanded the asset owner to change the length of the contract from ten years to five years. The CEO of the asset owner declared that he will change the length of the contracts, because he wants to be compliant. At the moment of the interviews no changes in the contract had been implemented.

According to the asset owner, the performance of the contract is good. The maintenance contractor does not agree. He believes that the contract is not performing as it should be. The contract is for ten years. It is expected that the maintenance contractor will invest in the rail infrastructure at the start, but that investments will stop when the contract period gets to its end. The quality of the rail maintenance might decrease.

The unclear situation of the length of the contract, brings insecurity to the maintenance contractor. He does not know if he should invest or not, since they calculate their offer price by earning investments back in ten years. If the contract changed to five years, they will have great losses on their investments. That brings him to another issue of insecurity: a cancellation clause in the contract states that when there is a difference of more than 15% of the requirements in the contract, the maintenance contractor has the opportunity to cancel the contract for the rest of the period. This will lead to great losses, also because the investments are not yet earned back. He believes that the goals in the contract are not realistic. The level of TAO's is not realistic compared to the actual TAO's. The asset owner does not comment on that, but the question is if he uses this clause against him. The final concern is that at the end of the contracting period, the rail maintenance region must be in a certain shape. The requirements, however, are sometimes too high to meet and the penalties are high.

The key performance indicators in the contract are defined and clear. The performance of the contract is measured based on the level of disruptions of the timetables and the differences of the required norms and the actual performance. The maintenance contractor mentions the problem that sometimes the object in the rail infrastructure does not meet the requirements. This is due to how rail maintenance is organized in The Netherlands, see the text box below. The maintenance contractors are responsible for disruptions of worn out objects. It costs them money.

Rail maintenance in The Netherlands is sourced out to the market. The contracts contain maintenance of the rail infrastructure, including small materials. The replacements of larger objects and the rail, including the sleepers and ballast, is done by the project management organization of the asset owner. They prepare contracts and have them realized by rail contractors. There are six certified rail contractors in comparison to four certified rail maintenance contractors. Once the replacement of the rail object is done and accepted by the asset owner, the rail maintenance contractor is the responsible for the maintenance of this object.

The performance of the contract is influenced by improvement programs from the asset owner. This program is done by program managers which try to improve the performance of all contracts. The maintenance contractor has also programs to improve the performance of the contract. The maintenance contractor explains that the improvement of the performance is part of the competition. To win the contract, they had to show how to perform better, while costs decrease. They brought back their personnel reduction from 200 to 115 work places. The difference between PGO and the traditional contract, OPC (Output Process Contract), is that in OPC the asset owner told them what to do to solve the disruption. In PGO the maintenance contractor is responsible for resolving the disruption. In OPC contracts they will get money for every extra disruption, in PGO contracts they have to solve it right away. When the disruption is due to lack of maintenance, they might also receive a financial penalty.

Rail maintenance market

In this case the asset owner has much influence on the maintenance contractor, according to both managers. The asset owner does not know what the impact is on the maintenance contractor, but according to the maintenance contractor there is a big impact. The asset owner thinks that maintenance contractors will defend themselves and search for alternative solutions. He mentions that maintenance contractors are rigid and stick to the rail maintenance market. "Why are they not innovative?" The asset owners asks himself. The asset owner influence the maintenance contractor via tendering new contracts. The asset owner is proud that they were able to successfully change the conservative behaviour of the maintenance contractor.

The maintenance contractor thinks that the maintenance contractor has not much influence on the asset owner, whereas the asset owner does not know if the maintenance contractor is able to influence his counterpart. The impact is not big, both managers agree to that. The asset owner comments: "they try to influence us, but they are not able to make impact." The maintenance contractor tries to influence his counterpart by looking for cooperation and via several platforms.

Relationship

Both managers feel that they have a comfortable cooperation. The asset owner explains that there might be conflicts, but only on the content. He does not want to escalate: "It is about our teams, not about the Boards. We keep this insight in our teams". He explains further that the Board of the maintenance contractor influences the atmosphere of the inter-organizational relationship with certain actions. He refers to some incidents that happened before the PGO 3.0 contract was awarded. If the Board of the maintenance contractor does not interfere with the contract, the cooperation will be better.

The maintenance contractor explains that as long as there are no disruptions or other irregularities, the cooperation is comfortable. However, he has also other experiences. For example, when there are disruptions or irregularities, the cooperation can turn into a hostile cooperation. Because of the behaviour of his counterpart, he does not trust him completely. He learnt to be suspicious all the time.

The relationship in this contract is viewed from two different perspectives. Both managers do not share the same view on the relationship. The asset owner explained that there is trust between the two maintenance contractors, but it is based on 'business trust'. By business trust he means that the maintenance contractor has the goal to get as much profit as possible, while the asset owner tries to spend as less money as possible. Therefore he must keep paying attention.

From the view of the maintenance contractor, the maintenance contractor cannot predict when trust is authentic and when trust is played. He explained that negotiation is a game. However, on an abstract level there is an issue about the ten year PGO 3.0 as described above. He feels that trust is damaged once the contract is withdrawn or changed from ten to five years.

European Directives

European countries who are part of the European Union have to comply with European Directives for tendering public goods, services, and works. In The Netherlands the European Directives are translated into domestic law. The Dutch asset owner is fully owned by the Dutch government. Therefore the tender law is applied when rail maintenance is sourced out. The OPC maintenance contracts were not tendered according to tender law. Maintenance contractors are not used to deal with the heavy competition when sending in bids on maintenance contracts. When the PGO maintenance contracts came to the market, there were difficulties. Maintenance contractors were not used to the new way of doing maintenance. The maintenance contractor explained that they had to shrink their personnel from 200 to 115 working places. Therefore they were forced to work more efficiently and think for themselves how to organize the rail maintenance on one hand. On the other hand, they have to set new strategies and compete heavily to other maintenance contractors.

The asset owner finds the European Directives a positive development. It brings more performance in contracts and brings competition in the rail maintenance market. Without European Directives PGO would not exist. The OPC rail maintenance contracts are traditional contracts which bring large profits for the maintenance contractor. However, the asset owner remarks that foreign maintenance contractors do not apply on Dutch tenders. In the rail renewal sector there are some foreign rail contractors. It is the question why they do not apply on the rail maintenance contracts. He compares the situation with the regional train services. Since there is competition on train services on regional areas, the train services have improved. He hopes the same will happen for rail maintenance.

The maintenance contractor acknowledges that the European Directives brings competition on the market. He sees chances for the organization to go abroad and apply on rail maintenance contracts in other European countries. But at this moment they feel threatened by the European Directives. They fear to lose rail maintenance contracts. This brings internal tensions between employees. Because of these tensions, they focus themselves more on asset management and renewal projects as an alternative of rail maintenance contracts.

Culture

The culture in the rail maintenance market does not contribute to the required performance. The asset owner explains that the culture in this market has its origin in the period that the Dutch railways was one company. Since 1995 this company was split up due to European Directives that the train services and the distribution of the capacity of the rail network must be in different entities. Before 1995 the train services, rail maintenance and the distribution of the capacity was in one company. The young employees who worked for the Dutch railways before 1995, are still working in the rail sector, but now for different companies. Employees know each other well. To break old patterns it is good to have three or four new market players. But the asset owner acknowledge that the market value of rail maintenance regions is too small for creating a healthy competition. The Netherlands is leader in implementing Directives from Europe. The asset owner sees the goodwill in it. Because of taking leadership of implementing the Directives from Europe, they experience several setbacks, still they keep on going.

The maintenance contractor also think that the culture in the rail maintenance market does not contribute to the required performance, but looks to culture from another perspective. The culture in the rail sector is conservative. The maintenance contractor: "If the technical systems are not developed in The Netherlands, then the systems are not good enough." The maintenance contractor refers to technical systems which may be used in the rail infrastructure. It is all specified in prescriptions, regulations, and specifications. There are many different points in the rail infrastructure. It is difficult to maintain so many different points. He misses an overall strategy to bring back points to a minimum selection. This overall strategy must be developed by the asset owner. He points out that innovation and vision develops slowly. "Primarily, there is the tendency to deny problems." He urged the asset owner to take a explorative attitude.

The asset owner's wish is to have more competition in the rail maintenance market. One way to do that is to have more players in the market. The maintenance contractor sees difficulties for new entrees. "The asset owner demands contractors to certify themselves. That is only possible when the contractor proves that they have experience. To gain experience, they have to work on the rail infrastructure. What comes first?"

Rail maintenance contract

This region has a ten year PGO 3.0 contract. This type of contract is developed by the Procurement department of the asset owner. That is another department than the maintenance teams. The maintenance contractor of the maintenance contractor is involved during the tender phase. They do the negotiations with the Procurement department and prepare the agreements. Once the contract is signed the Procurement department transfers the contract to the asset owner. The asset owner was not involved in the negotiation process and does not know what promises were made. The maintenance contractor on the other hand was involved. According to the maintenance contractor the PGO 3.0 should be developed more into detail during the contracted period. But the asset owner was not informed of this. The outcome is that PGO 3.0 does not evolve. This feels as a broken promise to the contract manages. This turns out into a unsolved discussion where the asset owner tries to have a complete contract with no holes and shortcomings in it. On the other hand the asset owner thinks that the only goal the maintenance contractor has is to make profit.

The asset owner expected innovations from PGO 3.0. This is not the case here. PGO 3.0 has incentives. But the incentives do not work once the targets are not challenging. Once the maintenance contractor has reached the maximum bonus, they do not deliver more effort than needed. Innovation is therefore limited. A solution can be to evaluate the contract after five years and set new goals for the remaining five years. The maintenance contractor explains that their strategy was to invest heavily at the start of the contract. Once the investment was done, their strategy is to earn back the investment in the contracted period left. It does not matter if the contract period has a length of five or ten years. That is because the obligation at the end of the contract period to bring back the maintenance level of the rail objects without failures. The inter-organizational relationship can be under pressure because it is not specified what maintenance level that is. The maintenance contractor does not want to spend more money than is necessary. The asset owner wants to have a perfect working rail infrastructure. "This is a gap in the contract which must be solved," says the maintenance contractor. The asset owner says that he maintains the contract stringently but legitimately.

Some reported incidents need a more coloured picture before getting a fine. By punishing incidents with large fines, the asset owner creates a situation where incidents are no longer reported. This mechanism does not help by creating a trusting inter-organizational relationship. The maintenance contractor does not want to create this mechanism. He can imagine that some individuals employees take big risks by not reporting incidents. "What will happen if something happens and the incident was not reported?" Asked the maintenance contractor. "Honesty will be punished".

Rail maintenance region 2

Introduction

This maintenance region has a traditional rail maintenance contract, OPC. The asset owner has the opinion that the maintenance contractor did not deliver more results than was agreed to in the contract. However, the maintenance contractor has the opinion that he delivered more results than was agreed to. This maintenance region just got a new rail infrastructure. Therefore there are not many disruptions. The OPC contract targets are easy set and not difficult to manage. The asset owner wishes that he had the possibilities to set new targets, so that the performance will rise. OPC is a contract to maintain an agreed level of quality.

The maintenance contractor interpret the performance differently. He explains that there are several programs to improve performance. These programs are TAO reduction, performance teams, and the implementation of innovations. OPC is organized as a basic contract for maintaining the rail infrastructure. Besides that the maintenance contractor earns money by solving system failures. The maintenance contractor does more than the basics. They analyse the disruptions in the rail infrastructure. Opportunities to make the rail infrastructure more robust are discussed with the asset owner. When the asset owner is convinced, the proposed solution is implemented. Sometimes it is needed to convince the asset owner by implement the solution on a small scale. The costs of the small implementations can be seen as an investment. He hopes that he gets the project to implement the proposal.

The asset owner says that are no performance indicators in the contract. He manages on performance indicators by maintenance concepts. According to the maintenance contractor there are clear performance indicators in the contract to measure performance. However, not everything is clearly defined in a key

performance indicator. The asset owner explains that there is an agreement between the former asset owner and the maintenance contractor not to manage on the key performance indicator. The motivation was that there were tensions between the former asset owner and the maintenance contractor. The key performance indicator was managing TAO's. The maintenance contractor describes that his team works on reduction of TAO's to improve the performance. Besides that he has daily meetings with his team where the maintenance activities are evaluated. Once per week the assistant asset owner joins the contractor's daily meetings.

Rail maintenance market

According to both managers the asset owner and the maintenance contractor are dependent on each other. The asset owner tries to be less dependent by checking critically if a certified rail contractor is needed or that a regular contractor can do a certain job. An example is the replacement of the drain system. However, the asset owner will require rail experience from other non-certified rail contractors.

The asset owner tries to bring competition to the market. But there are hardly new players, which are entering the market. According to the asset owner that is because the detailed specifications in the contract and Directives from Europe. Besides that, the contracts are not in the benefit of the contractor. Maintenance risks and, in PGO contracts, the maintenance administration are transferred to the maintenance contractor. During the tender process the only choice the maintenance contractor has is to accept the terms in the contract by sending in a bid or not applying themselves for this tender. The latter is not really a choice, because maintenance contractors are dependent on these contracts. Some of the risks are impossible to calculate because of its complexity. Some risks are under influence of external factors which are difficult to influence. They might be able to manage these risks better than the asset owner. That does not mean that they are responsible for it. And that is what happened in the contract. The asset owner suggest that the asset owner setup a maintenance and risk plan themselves. A work plan must be offered to the market. When the maintenance contractor breaches the contract, it is easy to switch to another maintenance contractor. The asset owner prevents themselves for a buyer lock-in.

The maintenance contractor named the qualifications and the requirements for employees and machines as possible barriers for new entries. But these requirements are realistic, although not for all contractors who wants to enter the rail maintenance market.

The influence of the asset owner on the maintenance contractors is high. It is even very high, says the maintenance contractor. The impact on the maintenance contractor is very big. The asset owner remarks that the influence of the asset owner on the maintenance contractor is high during the tender phase. It is the asset owner who determines all the aspects, requirements and the conditions of the contract. But in the contractual phase, it is the maintenance contractor who determines the information they want to share. The maintenance contractor knows that the asset owner has locked-in themselves during the contractual phase. The maintenance contractor remarks that the asset owner influences the maintenance contractor by setting high requirements for the contractor for certifying themselves. Without the certification the contractor is not allowed to offer an bid on rail maintenance contracts.

The asset owner does not think that the maintenance contractor has much influence on the asset owner. The maintenance contractor does think the maintenance contractor has influence on the asset owner, but the impact is rather low.

So, the asset owner influences the maintenance contractor via contracts. The maintenance contractor says that the asset owner can be moved, but only by propositions which contain common solutions.

Relationship

The relationship is based on mutual trust. The cooperation between the two organization is comfortable.

European Directives

The asset owner sees no relation between the Directives from Europe and the performance of the Dutch rail infrastructure. The asset owner remarks that the guidelines of the Dutch asset owner is much more stringent than the Directives from Europe. In contradiction to the asset owner the maintenance contractor do think that because of the Directives from Europe the performances of the Dutch rail infrastructure improved. However, the threshold amounts in the Dutch tender law and local procurement policy restrict the possibilities to

execute extra work besides that stated in the contract. Larger projects must be tendered separately and that means delays on planned projects. It is the rail asset owner's job to solve system failures until the object has been replaced. Besides the delays, there are more rail contractors who want to apply for the job. Adding value to offering bids is difficult, because every bid contains material costs, working hours, and machines. This is for every contractor the same. Rail contractors compete heavily amongst each other. The competition brings as disadvantage that the quality of the service goes down. The maintenance contractor believes that competition does not work every time.

Culture

The culture in the rail maintenance market does not lead to the required performance. The culture of the rail maintenance market is financially driven, says the asset owner. For performance extra payments is needed, otherwise the minimum quality and service is offered. But the asset owner has only experiences with this maintenance contractor. This is probably not the complete picture of the culture in the rail maintenance market.

The maintenance contractor sees culture from the contractor's perspective. The engagement of rail workers are really high. There is a willingness for cooperation when disruptions occur. Even when extra capacity is needed, they work together with competitors. They do that for a long time. Peak moments caused by disruptions or tightly planned projects bring people closer to each other. Unfortunately he sees reversal movements. Since the PGO contracts are tendered according to tender law, competitors are becoming real competitors. Competition is high, the offering bids are sometimes lower than the cost prices. Therefore the number of employees must shrink and work more efficiently.

Next to the shift from OPC to PGO, with financial consequences, there is also a culture of safety. But creating a safe working place is not possible during the train services. The maintenance contractor must fix the failures of the infrastructure within a certain time. Once they arrive, they have to wait sometimes for hours before they can fix the failure. "This works demotivating", say the maintenance contractor. With PGO 3.0 he fears that the culture will become even worse.

Rail maintenance contract

OPC contracts are very old contracts, sometimes awarded since 1995. They were contracts for five years, but after that the contract is extended every year. The level of quality of the rail maintenance decreased in the last year. That is because of the insecurity the maintenance contractor faces, because of the short term. They cannot do large investments. Then again, the asset owner has to pay for every extra activity. "There are no successes," says the asset owner, "but the pitfalls are present." The pitfalls leads to juridical conflicts which influence the quality of the services of the maintenance contractor. The maintenance contractor, on the other hand, is calling his cooperation with the asset owner a success.

The big advantage of OPC is that there are no punishment clauses in the contract. Sometimes system failures are noticed during inspections. In this contract, the maintenance contractor reports this to the asset owner and schedules the work to fix the system. The maintenance contractors fear for PGO contracts is that they might lead to opportunistic behaviour of the employees. Because when there is a system failure, there might be a fine for the maintenance contractor. Employees might decide not to communicate the problem and schedule the work on the system failure to solve it. Or the problem will be solved directly, when there is little time and risk-taking behaviour. Risks are not shared and might lead to much worse future system failures.

Rail maintenance region 3

Introduction

This maintenance region has a traditional rail maintenance contract, OPC. The maintenance contractor has the opinion that the maintenance contractor perform good in this contract. However, they do not perform better than was agreed to. The asset owner explains that this contract has its origin in 2001. The key performance indicators did change along the contract period, but were not formally contracted. Both sides of the contract keep to the agreed key performance indicators. Therefore the asset owner does not know if the maintenance contractor is performing according to the agreements. It cannot be said that the maintenance contractor has performed according to the key performance indicators. The key performance indicators according to the asset

owner are reduction of TAO's, reduction of repeating disruptions (system failures on the same object), function recovery time, and safety incidents. The key performance indicators according to the maintenance contractor are TAO's, safety incidents, minimum quality requirements, and monitoring the rail via a measurement train. Basically the soft factors of the key performance indicators are important.

The asset owner manages the performance of the rail infrastructure by the setting the tender sequence of the maintenance regions. All OPC contracts must be tendered to PGO. The worst performing maintenance regions are tendered first. What they saw was that the performance of all OPC maintenance regions increases after this strategy was published. The asset owner explains that the traditional contracts are very profitable for maintenance contractors. They want to keep these contracts as long as possible. Besides setting the tender sequence, the asset owner and maintenance contractor have regular meetings where they analyse the disruptions and set goals to reduce them. The latter is also named by the maintenance contractor. He added that they also want to sustain peace by not giving space to other managers from the asset owners with their programs and efforts. These interruptions presses on the inter-organizational relationship, which may lead to tensions.

Rail maintenance market

The rail maintenance market is a small market which consists of market players who are highly dependent on each other. Maintenance contractors only work for this market. Their mother organizations has multiple divisions, also in other countries. However, the maintenance contractor thinks that the maintenance contractors are more dependent on the rail infrastructure than the other way around. The managers have different views on market power. The asset owner does not think he has enough power to influence the maintenance contractor. The maintenance contractor feels that the asset owner has much power to control them. The asset owner wants more control on disruptions and ordered the rail asset owners to purchase PDA's (Personal Digital Assistant; a mobile electronic device) for their engineers, so that they are able to send orders directly to the engineer. The managers do have the same view on the power the maintenance contractor has on the asset owner. This is not much. The maintenance contractor adds that he can influence the asset owner, but only by putting pressure on them instead of asking politely. Both managers have a different views about how the maintenance contractor tries to influence the asset owner. The maintenance contractor says that they try to get influence via several meetings, such as applying in working groups or management meetings. The asset owner remembers that the maintenance contractor went to the Minister who is responsible for the rail infrastructure to complain. They forced themselves into a hearing when there was a Parliamentary questioning after the first request from political opposition parties was rejected. "This behaviour does not belong to a healthy inter-organizational relationship," the asset owner says. "You do not pass your asset owner".

Barriers for entering the rail maintenance market are not easy. There are many procedures and requirements. The contractor must have knowledge about these contracts. Besides that the employees must be certified and therefore they must prove their knowledge and past experience. The last item is that the maintenance contractor must have the availability of the right tools and machines.

Relationship

There is mutual trust, the maintenance contractor rate the trusted relationship higher than the asset owner. The cooperation is good, although the maintenance contractor says the cooperation could not be better, whereas the asset owner keeps some reservations about that. The maintenance contractor says he trust this asset owner, but he has other experiences with another asset owner he cannot trust. The asset owner is aware that in his opinion the primary goal of this maintenance contractor is to make profit. So, it is all about the contract. The maintenance contractor remarks that he wants to perform. He is willingly to cooperate in programs, for example to check the robustness of the rail infrastructure for the extreme weather in winter. He said that he does not get motivated by bonuses, because his internal motivation does not lie there. He would rather prevent the rail infrastructure from failures by setting common goals and measurements of objects. Besides that it is hard to trust his counterpart, because the asset owner gets instructions from different programs and managers. So to who is the maintenance contractor speaking to? He does not know if he is speaking to the asset owner or to one of the (program) managers. There is an escalation route to follow in such cases, but the maintenance contractor does not believe that this route will bring the needed solutions. It brings just more pressure on the inter-organizational relationship.

European Directives

Both managers do not know if the Directives from Europe increased the performance of the rail infrastructure. The maintenance contractor adds that it is not about the Directives. These are quite fine. It is about that The Netherlands wants to be the best in class. They invested heavily in implementing these Directives in the past decades. But the maintenance contractor wonders if they interpret the Directives according to the spirit of the Directives. The Netherlands implemented domestic tender law, which is based on bringing competition in from inaccessible markets. This tendency influenced heavily the way maintenance contractors are organized. It reduces the welfare of the rail maintenance market. Is that what the Directives of Europe intended?

Culture

The rail maintenance market is a small market where organizations know each other well. Market players cooperate and understand each other. The latter is different in the relationship between the asset owner and the maintenance contractor. They do not always understand each other. The asset owner has a conservative attitude. There is not much space for innovation. The asset owner says that the maintenance contractors do not want to change to deliver better performances. They only want to deliver better performances if they are paid for it. Both managers share the opinion that the culture does not help improving the performance. The maintenance contractor adds that a network is very important. They discuss issues with their competitors to expand their knowledge. There is one exception: they do not discuss tender information and tender strategies.

Rail maintenance contract

The rail maintenance contract is a traditional contract, OPC. It exists since 2001 and get extended every year by one year. These contracts are not compliant to tender law. The effect of long term contracts is none, says the asset owner. The maintenance contractor says that long term contracts allows them to do investments. On the short term, they are much more careful with that. He refers to the introduction of the PGO contracts, which has a length of five or ten years.

OPC has no bonus or punishment clauses in the contract. The asset owner sees the success of this contract in that he is able to manage the maintenance contractor directly. Furthermore, there is much more variables in the contract to manage. The maintenance contractor defines the success of this contract in the fine cooperation between the teams and the trust among them. There are common goals, craftsmanship, commitment, and sufficient financial resources.

The pitfalls of the contract according to the asset owner, however, are that there are no targets. Except the expired targets which are no longer relevant. There are no punishment clauses, which is a useful tool to force performance. According to the maintenance contractor the pitfalls of the contract are bad cooperation. For example when the asset owner does not take responsibilities or not being consequent in their actions. He wishes that the way of contract management among asset owners becomes uniform. That makes the asset owner more predictable and, thus, reliable. The maintenance contractor sees improving elements for contracts: choose the key performance indicators carefully, ungoverned risks must be the responsibility of the asset owner and not contracted to the maintenance contractor, and do not allow space for opportunistic behaviour.

Rail maintenance region 4

Introduction

This contract is the second generation PGO contract. This maintenance region is in the Southwest of The Netherlands. Both parties agree that the performances of this contract is good, but the performance was strictly according to the minimum requirements of the contract. The performance at the start of the contract was bad. There were many system failures. The maintenance contractor explained that during the tender phase they made assumptions in the contract to keep the offering bid as low as possible. The assumptions were based on the black spots in the contract. There was a possibility to ask questions about the contract during the tender phase, but it was a written exercise. Once the contract was signed, the maintenance contractor tries to discuss the black spots of the contract. But the asset owner did not want to discuss that. In his opinion the contract is clear. After a period of three years, the performance of the contract was getting better and better. The maintenance contractor managed to perform according to the contract. However, the original offering bid was too low to cover all the costs. In the first three years the monthly payments were

delayed because of the bad performance. On every aspect of the contract where the maintenance contractor performs below the agreements in the contract, they received a financial penalty. The losses were millions of euro's every month, the maintenance contractor says.

To break the old patterns, the maintenance contractor introduces maintenance management. There is a daily analysis on disruptions via the Plan-Do-Check-Act cycle. This tool became very effective, because break down failures were fixed quicker and there were less safety incidents. "This surprises us", the maintenance contractor says. "But when the asset owner does not pay us, we cannot afford that very long." It is a powerful tool for the asset owner.

The asset owner noticed that both parties are playing a game. The maintenance contractor strives for maximum profit, whereas the asset owner wants to spend their money efficiently. He compares the public-private relationship with the relationships in the automobile sector. In that sector the companies try to expand their profit by cooperating with each other. This seems not possible in a public-private relationship.

The asset owner is aware of his style of contract management. He tries to switch off his emotions. Emotions make his review subjective. Subjectivity creates room for discussion. Discussions leads to doubtful offering bids from the market. It cannot be said what assumptions they made to set an offer. By being objective as possible, he hopes he is able to set predictable outcome. He does not like surprises. Trust is a result of the delivered performance.

Rail maintenance market

In this market, both managers agree that the asset owner and the maintenance contractors are independent of each other. It is also a closed market, where it is difficult to enter for other contractors. The biggest reason for that according to the asset owner, is because the rail maintenance market is extremely difficult. A contractor needs to prove that he has experiences in maintaining rail infrastructure before he get certified. Besides that, a contractor needs to prove that he has the knowledge about the specifications, regulations and safety protocols. The maintenance contractor adds to this list that the contractor must show their capacity in employees and machines. High investments are needed to finance the certification. With this certification, the contractor is then able to apply for tenders.

The rail infrastructure has much influence on the maintenance contractors. The impact of this influence on the maintenance contractor is big. The asset owner define the content of the contract. The maintenance contractor explains that the only choice the maintenance contractor has is to apply for the tender or not. "This is not really a choice, because the maintenance contractor exists because of this work. Otherwise, we would better close down the organization." The asset owner says that the influence he has, is to keep the maintenance contractor to the agreements. He has the contractual tools to do that.

According to the asset owner the maintenance contractor has big influence on the asset owner and the impact is also big. They are doing that by starting lawsuits on topics where they do not agree. The maintenance contractor does not think they have much influence on the asset owner. They are successful when the contract was extended. "Their new tariffs were accepted, but only because the asset owner needed them more than the other way around at that moment," she explained.

Relationship

Although the maintenance contractor loses millions of euro's every month, the cooperation between the managers is good. The asset owner explains that the maintenance contractor discusses every aspect of the contract. "If I was in that position, I would do the same", he says. "The maintenance contractor is reasonable enough to separate contract and the cooperation we have. She understands that I have my own targets from management". The maintenance contractor sees the cooperation differently. The asset owner is very predictable. He acts to the contract. "The only reason why the cooperation is good, is because I decided to go along with his rules. As long as we play the game by his rules, his behaviour is cooperative." Every negative aspect of the performance will be punished by a financial penalty.

The maintenance contractor is used to discuss the gaps in the contract with the asset owner. In her experience, asset owners will normally deal with the discussions and understand that sometimes a financial penalty is not realistic due to unclear circumstances. In a relationship there is a balance between taking and giving. "In my

experience, this asset owner only takes whatever he can get. Some time ago, I doubted if I should share all the information. Because when I told about some system failures or incidents, he punished me for this." Keeping information away from the asset owner, will help the maintenance contractor financially strong. "Keeping away information is fraud", she explained. It is easy to setup a scene. For example, when a wooden sleeper gets catches fire, the costs for replacing the sleeper are for the asset owner. So, it is better to find evidence to prove that. Evidence could be a cigarette. It is just not ethical. Therefore, she decided to play the game fairly.

Nonetheless, both managers do trust each other. The mutual trust is not perfect, both managers keep vigilant in the relationship. The asset owner is suspicious about the financial issues.

European Directives

According to the asset owner the Directives from Europe have no role in the performance of the Dutch rail infrastructure. The Directives from Europe play a role to strive for interoperability between the European countries. The maintenance contractor does not know if the Directives from Europe play a role. She thinks that The Netherlands is the leader in implementing tender law. At the moment of the interview there is a discussion about extending the contract. She was told that with this extension, the tariffs could not be changed. "But why would a maintenance contractor extend a contract with high losses?" the maintenance contractor says. A few months later, the asset owner agreed to the terms from the maintenance contractor.

Culture

The culture in the rail maintenance market is particular, according to the asset owner. In his opinion the culture does not contribute to the performance of the rail infrastructure. "There is total lack of a buyer-supplier relationship. The assignment the maintenance contractors get from their management is to get as much money out of the asset owner. My counterpart is an exception to that."

The maintenance contractor does think that the culture helps creating performances of the rail infrastructure. But this question is hard to explain, because every asset owner and maintenance contractor is different. They are the key figures who set the culture. "When I generalize, I see that the asset owner is not able to make decisions. Our biggest competitor is conservative. And our culture is 'steady'," she says. By 'steady', she means in a positive sense. "We know each other well and we do understand each other," she adds.

Rail maintenance contract

The PGO 2.0 contract was set for five years. This period is precisely long enough, according to the asset owner. The targets can be set realistically, the offering bids are competitive, and the sustainability requirements are just right. The maintenance contractor says that a period of five years is too short to make investments. Therefore the contracts are expensive, because investments have to be earned back in five years. Besides that, new investments are not made. It is better to keep worn out systems alive during the rest of the contracted period.

This contract contains bonus and financial penalties. According to the asset owner the maintenance contractor is able to grow. That is because the targets are set right, not too high or too low. The maintenance contractor is more in control and has to act accordingly.

According to the asset owner there are clear key performance indicators in the contract. The maintenance contractor disagrees on that. In her opinion the key performance indicators can be interpreted differently. Discussing them is no use, because the asset owner is not open for such discussions. The asset owner explains that maintenance contractors always try to interpret the performance indicators differently, because their focus is on creating financial profits and reducing risks. "It is an everlasting game they play", he says.

The success factors of this contract is the introduction of bonuses and penalties, according to the maintenance contractor. However, the penalties are disproportionate. "It was promised to us that these will become better in the PGO 3.0 contracts," the maintenance contractor says. The asset owner tells that this contract has the necessary tools to control the maintenance strategy of the maintenance contractor to increase the performance. The pitfalls of this contract is the tools the asset owner has. The bonus and penalty are disproportional. The asset owner is using this tool for 100%. The asset owner finds the contract too broad. It contains too many performance indicators to control. Besides that, the maintenance contractor is in control. Therefore it is needed to manage the risks carefully.

The maintenance contractor can dream the contract. She knows every single clause. She noticed that asset owners often do not know the contract exactly.

Rail maintenance region 5

Introduction

This region is based on the first generation PGO contract. PGO was designed to increase the performance of the maintenance contractor and thus increase the performance of the rail infrastructure while decreasing the costs of the contract. Because of the bonuses and financial penalties in the contract, it is possible to control the maintenance contractor. Another possibility is to stop the monthly payments when the maintenance contractor is not performing accordingly.

The performances of the PGO contract is good according to the contract. But the contract contains targets which were not hard to achieve. Once the targets are achieved, the maintenance contractor was not challenged to perform better. However, according to the maintenance contractor, the maintenance contractor adopts several goals which were not part of the contract. For example the program for reducing the amount of TAO's.

Rail maintenance market

The asset owner and the maintenance contractors are highly dependent on each other. In this relationship the asset owner has much influence on the maintenance contractors and the impact is big. The asset owner influences the maintenance contractor by keeping them strictly to the agreements. The maintenance contractor believes that the asset owner want to control them by taking leadership when disruptions occur. By obligating mechanics to use PDA's, the asset owner might manage the mechanics directly.

According to the asset owner the maintenance contractor has also much influence on the asset owner. The impact on the asset owner is rather big. The maintenance contractor does that by lawsuits. The maintenance contractor does not think that the maintenance contractor can have influence on the asset owner. He does not know what impact they have. The maintenance contractor might seduce the asset owner to go along, but if they do not want to, they have no other tools to force their plans. If the seduction does not work between the contract and asset owner, the discussion can be continued on other levels in the organizations.

The rail maintenance market is a complicated market. Certified contractors must prove a variety of qualities to become certified. Maintenance contractors need knowledge about assets, safety protocols, proven experience, employees, and machines. For new players it is almost impossible to enter the market.

Relationship

According to the asset owner there is mutual trust. Not complete mutual trust, but good enough for a healthy relationship. That is because he does not trust his counterpart. He is focused on getting as much profit as possible out of the contract. The company itself is trustworthy. The maintenance contractor says that there is no mutual trust at all. He blames his counterpart that he does not do as promised.

The cooperation is not comfortable and sometimes even hostile. The maintenance contractor has also other experiences. Some asset owners are more cooperative, but this asset owner is not cooperative.

European Directives

The asset owner does not think the Directives from Europe have a role to increase performances of the rail infrastructure. It is useful to strive for interoperability between European countries at best. The maintenance contractor does not know if there is a relationship between Directives from Europe and the performance of the rail infrastructure. In his opinion it is not about the regulation, but how to apply them. In his opinion the asset owner has translated the Directive from Europe to their own regulation and it is too stringent. They hide behind these regulations as laws they have to follow. But this is questioned by the maintenance contractor. The Netherlands shows leadership in Europe, but they might have it wrong. Because they are the first in Europe, we do not know yet what is the best solution for the Directives from Europe. The rail maintenance market is forced to compete heavily, but the maintenance contractors are not used to that.

Culture

The culture in the rail maintenance market does not contribute to the performance of the contract. "The culture is particular", according to the asset owner. There is complete lack of a healthy asset owner-maintenance contractor relationship. The culture is how to get as much money out of the asset owner. The maintenance contractor defined the culture as conservative. There is limited innovation. The rail maintenance market is a small market where the key players know each other well. The maintenance contractors work together. Employees are exchanged during peak days. There is also little trust. "To whom do we speak?" the maintenance contractor asks. "To the asset owner, manager(s) from the asset owner, or to the board of directives. The maintenance contractor explains it is important to have a well maintained network. It creates capacity when needed, but also shorter process times.

Rail maintenance contract

The PGO 1.0 contract is set for five years. But this contract was already extended because of the delay of the tender procedure. The effect of five years is just right, says the asset owner. When the targets are reached, new targets can be set. A contract can be developed better. The maintenance contractor has problems with investments. Investments have to be earned back in five years. There were less investments done than the long term contracts in the past.

The contract has clear key performance indicators. The targets which were set at the start were reached. The performance of the contract is good. If the key performance indicators show results below targets, the maintenance contractor will be punished. This is not the case. The results show results above targets.

According to the asset owner maintenance contractors are always looking for profit. To get the maximum profit, they are interpreting the contract differently. The different interpretations causes discussions. The maintenance contractor is looking for the boundaries of the contract. The maintenance contractor has not the same opinion. He has two maintenance regions. On this region he has a better team. But he feels that he cannot perform better than expected by his counterpart. In the other region he is performing well, but he puts more effort in this one. There are agreements between them. For example, there is an agreement that they will get one week time to solve issues on disruptions.

The success factors of the contract is that the contract seems to be a good tool to intervene in the maintenance strategy of the maintenance contractor. The asset owner explains that this is only needed when performance decreases. The maintenance contractor has the responsibility for maintaining the rail infrastructure. The maintenance contractor has the opinion that a good contract contains the basis for a good cooperation between teams. The basis is setting up trust between the teams, setting common goals, room for craftsmanship, commitment in teams, and sufficient financial funds. These elements are missing in this contract.

The pitfalls of this contract according to the asset owner is that the contract contains too many variables. The maintenance contractor has the responsibility to maintain the contract. So, risk management is a must to remain control.

Rail maintenance region 6

Introduction

This maintenance region is managed by the same asset owner and maintenance contractor as maintenance region 2. The answers they give during the interviews were exactly the same for both cases. It is noteworthy that the case in maintenance region 2 scores second best about performance of the contract. This case, however, scores third worst of performance of the contract. This will be analysed in the cross analysis. For this paragraph there is no need to write a comprehensive case description, because it is the same as is written in rail maintenance region 2.

The asset owner was very curious about how the performance ranking was made. He suggested that comparison factors were missing. Maintenance region 2 has relatively new rail infrastructure, whereas maintenance region 6 has old and worn out rail infrastructure. It is logical that worn out rail infrastructure

needs more maintenance. "In fact, the maintenance contractors perform really well to keep the rail infrastructure alive," the asset owner explains. This maintenance region has OPC contracts. It is not the responsibility of the maintenance contractor to replace worn out systems. It is the responsibility of the asset owner. For many reasons renewal projects were delayed because of future developments. The asset owner does not like delays. This means he and his counterpart are challenged to keep the rail infrastructure in good shape.

This maintenance region is a critical region. It is one of the biggest nodes in The Netherlands. If systems fail, it is not possible to run trains according to the time tables. Trains will be delayed or cancelled. Because of the big node, there is less time for maintenance during night hours. Time tables end late at night and start early in the morning. In weekends there are trains running all night.

Rail maintenance contract

OPC contracts are very old contracts, sometimes awarded since 1995. They were contracts for five years, but after that the contract was extended every year. The level of quality of the rail maintenance decreased in the last year. That is because of the insecurity the maintenance contractor faces, because of the short term. They cannot do large investments. Then again, the asset owner has to pay for every extra activity. "There are no successes," says the asset owner, "but pitfalls are present." The pitfalls lead to juridical conflicts which influence the quality of the services of the maintenance contractor. The maintenance contractor, on the other hand, is calling his cooperation with the asset owner a success.

The big advantage of OPC is that there are no punishment clauses in the contract. Sometimes system failures are noticed during inspections. In this contract, the maintenance contractor reports this to the asset owner and schedules work to fix the system. The maintenance contractors fear of PGO contracts is that it might lead to opportunistic behaviour of the employees. Because when there is a system failure, there might be a fine for the maintenance contractor. Employees might decide not to report the problem and schedule the work on the system failure to solve it. Or the problem will be solved directly, when there is little time and risk-taking behaviour. Risks are not shared and might lead to much worse future system failures.

Rail maintenance region 7

Introduction

The maintenance region is in the middle of the country. The contract is the second generation PGO contract. The maintenance contractor did not have any PGO contracts and therefore they wanted to have such contracts to gain experience in it. They had missed several tenders, therefore they offered a very low price for this maintenance area. Too low, as it turned out. The central theme of this contract is to perform as good as possible considering the bad financial position of this contract. Both organizations work on improving processes.

Besides the low performance, the targets of the contract are also too high. The maintenance contractor is not able to reach one single performance criteria in the contract. The minimum quality requirements of the regulations are not the issue. These are just fine. It is just that they cannot deliver as promised. For example, in the offering bid the rail asset owner offered a maximum failure time of 45 minutes. There was a range between a maximum of 90 minutes and a minimum of 45 minutes. They knew that this was not realistic up front. The maintenance contractor speaks very openly about it.

During the interview the asset owner was interviewed, but she is leaving her job for another position in the organization. The new asset owner is also the asset owner from maintenance region 3. He was not interviewed for this maintenance region, because he has no experience yet in this inter-organizational relationship.

Rail maintenance market

The asset owner and the maintenance contractor are very dependent on each other. The asset owner says that both parties are close to each other. The maintenance contractor differentiates it on two levels: on contractual level and on organizational level. On organizational level the maintenance contractor has a choice to gain more rail maintenance contracts. At that moment they have no obligations.

It is difficult for contractors outside the rail sector to enter the market. The asset owner thinks that this is due to the power block the maintenance contractors form to outsiders. Besides that, she has also the opinion that the asset owner sets too many regulations and requirements. The maintenance contractor says that it is a matter of financial aspects. One of the requirements is to have 24/7 teams ready to solve system failures. This is expensive and cannot be financed easily. He thinks it is easier for a rail contractor to enter the rail maintenance market. They are able to combine work. For example teams can work on rail projects nearby. If a system fails, they can move to this location. He also thinks that a road maintenance contractor is able to enter the rail maintenance market. However, this is less logical, because the road sector has other regulations and requirements.

The asset owner does not know if the asset owner has influence on the maintenance contractor. That is because there is countervailing power from the power block of the maintenance contractors. But also the Ministry of Infrastructure and Water Management and the labour unions forms countervailing power against the asset owner. However, if the asset owner used their influence effectively (e.g. prescribed tender rules), the impact on the maintenance contractor is very big. The maintenance contractor feels that the influence from the asset owner is big and so is the impact. The asset owner decides the content of the work. The maintenance contractor will get paid extra for that, but there is no choice. They have to execute the orders. Influence from the asset owner is also the obligation of usage of prescribed regulations and the way they organize their tenders.

The influence from the maintenance contractor on the asset owner is limited. According to the maintenance contractor the influence can only be used when the maintenance contractors collectively forms a power block against the asset owner. The impact on the rail infrastructure might be big. This is because that the asset owner decides for themselves. The asset owner experienced that maintenance contractors try to force influence on the asset owner via media and labour unions.

Relationship

There is no mutual trust from the asset owner's side. The maintenance contractor does not know if there is mutual trust. The maintenance contractor explains that he has no trust in the contract, not on personal level. The maintenance contractor noticed that there is a difference in interpretation between his team and the asset owner's team. In the opinion of the maintenance contractor they remain responsible for disruptions caused by factors that cannot be influenced by them. This feels wrong.

Despite the lack of trust, both managers do not feel the relationship is hostile. In fact the cooperation is comfortable. This is due to the fact that both managers speaks openly about the mistake of having offered a too low bid for the contract. To keep away from discussions managers cannot win, because what happened was a decision on management level, they organized an effective escalation process.

Both managers have teams to manage. The spin in the web are the asset owner and the maintenance contractor. The asset owner has tools to influence the performance of the contract. The maintenance contractor explains that this tool is not effective, because he feels the pressure. The people in his team do not feel this pressure. The mechanics are just doing their jobs. The asset owner shares the maintenance contractor's opinion that the punishment clause is not effective. But the asset owner thinks that the punishment clause does not work, because the targets are too high for them. "They lose millions of euros every month," she explains.

About the roles in teams, the maintenance contractor says that the roles in teams are not always clear. He should talk to the asset owner about contractual issues. His technical manager should talk to his counterpart. Instead the subjects are discussed between all players. They are working on keeping the roles clear. Once this issue is solved, the cooperation will improve.

Another aspect that disturbs the relationship between the asset owner and the maintenance contractor are the changes in the contract caused by the Procurement department. The asset owner explains that the Procurement department arranges the tender processes and the contract. The contract is then transferred to the asset owner. The asset owner does not have influence on the content of the contract. The Procurement department also changes the contracts. Another example are orders from management. Management forced a program to reduce TAO's. The asset owner is the one who implement this program. Therefore she feels

squeezed between changes from her own organization and the agreements with the maintenance contractor. Her wish is to be predictable and reliable, but she cannot be that because of the interferences.

European Directives

Both managers do not know if Directive from Europe contribute to the performance of the rail infrastructure. The asset owner explains that she does not know much about Directive from Europe. Another department (Procurement) are the specialists. The maintenance contractor says that he has two years' experience in the rail sector. He cannot judge that.

Culture

Both managers describe the culture as conservative. This culture does not contribute to the required performance. The maintenance contractor explains that employees hold on to the past. It takes a long time to introduce new initiatives and innovations. People in this sector seem to be afraid of change. They also feel that everything was better in the past.

Another effect on culture is the developments in the market. He experienced that maintenance contractors are competing heavily to win contracts. That turns out that financial bids are too low and bids contain minimum failure times. At the same time the asset owner expects that the maintenance contractor shows figures of 2.5% improvements every year. This is a fantasy world he cannot deliver. The only way to win this fight, is when the rail sector allows innovation. For example, they analyse rails via measurements trains. But when the measurement equipment is assembled on passenger trains, the data is gathered more efficiently. The asset owner acknowledges that there is little room for innovation.

Rail maintenance contract

This contract is the second generation PGO contract. The contract has a length of five years. The contract has clear performance indicators to measure the rail maintenance. There are requirements in the contract, which are complete. This contract has financial bonus and punishment clauses. Because the performance of the maintenance contractor is below targets of the contract, they get punished. Before the asset owner is able to send sanctions to the maintenance contractor, they have to prove in detail why the sanctions are justified. This means that the administration must be correct. It is challenging for the asset owner to gather all the data and process them into overviews. According to the maintenance contractor the asset owner will not send the maximum of 15% of the sanction, but for example 5%.

The contracted period of five years is too short for innovations. Investments have to be earned back in five years. Financially, that is a disadvantage. The asset owner mentions that contracts of five years lead to uncertainty of employees of the maintenance contractor. They do not know if their job is safe once the contract ends.

The PGO contracts offer advantages to both organizations. The asset owner says that there is an equal distribution of the risks. Both parties can equally win or lose. The maintenance contractor shares this meaning, but the contract must be set right. Both organizations have to have their processes up to date and the employees need to be educated. The disadvantages are if the targets are too high, the contract will not work. "That does not motivate the maintenance contractor," the asset owner says. The maintenance contractor adds that interpretations at the start of the contract determine the success of the contract. The discussion must be done fairly. This can lead to arbitrations. To limit the interpretations, requirements must be set more tight.

Rail maintenance region 8

Introduction

For this maintenance region there were interviews with the former asset owner, the current asset owner, and the maintenance contractor. The performance of the contract is good. The maintenance contractor receives the maximum bonus. This maintenance region has a third generation PGO contract. According to the maintenance contractor they have delivered more performance than was agreed to. The asset owners did not agree to that. According to the asset owners the maintenance contractor does exactly what they have to do. The maintenance contractor admits that there are areas where they could perform better. The maintenance contractor admits that PGO increases performance.

To increase the performance of the rail infrastructure several activities were attempted. One way is to lower the maximum TAO's every year. Another way is to monitor that departments within the organization keep their promises. There are also activities in cooperation between the two organizations. These are to analyse disruptions, especially the repeated disruptions of an object. They are also doing inspections together to check the actual state of the rail infrastructure. The maintenance contractor says that doing these activities together, leads to more effective maintenance and they learn from each other. But it does not always work out properly. Sometimes the maintenance contractor is responsible for a TAO, where it is impossible to influence them. For example if a passenger train is waiting on a platform and there is a fight starting between passengers. The train gets delayed. This leads to a TAO for the asset owner according to agreements between the asset owner and the service provider. The asset owner will pass this TAO to the maintenance contractor. This TAO counts for the key performance indicator. There is also another discussion which puts pressure on the relationship. The maintenance contractor wants to share information transparently to discuss solutions which is best for the passengers. One time they ordered a switch point, a part of the points. The existing switch point disjoined from the points. The work must be done at night, otherwise TAO's will occur. The maintenance contractor has two options: 1) they accept the TAO's and replace the switch point the next night; or 2) they wait for the part to arrive and replace them the same night with extension of the maintenance schedule. Train services will be start later than the train schedule. The latter leads also to TAO's. The second option is better for the maintenance contractor, because the financial sanction is less high than the first option. However, the first option is better for the passengers, because the disruption is less. The maintenance contractor discussed this dilemma with the asset owner. The asset owner decided to go for option 1. Later on, the maintenance contractor received a 100% financial sanction. To the maintenance contractor it felt as if he got punished for sharing the information transparently. It would have been nice to maximize the sanction of option 2.

The current asset owner sees difficulties in how maintenance is organized. The maintenance contractor is contracted for maintenance and small replacements. The big renewal projects of the railway is done by the Project department. This separation leads to interface problems. Sometimes damaged points leads to repeated disruptions. It leads to worse performance of the maintenance contractor. But the maintenance contractor cannot replace the object. Replacing a part of the system may be disinvestment when the complete object is replaced six months later. Another interface issue is when a system is not build accordingly. The maintenance contractor has to solve the problems which they did not create.

Rail maintenance market

In the rail maintenance market both organizations are highly dependent to each other. Without one another, there is no future. "If the maintenance contractor delivers bad quality, the asset owner has a big problem," says the current asset owner. But he also sees that most maintenance contractors also have activities in other markets. They are less vulnerable than the asset owner. The maintenance contractor sees it the other way around: the maintenance contractor is more dependent on the asset owner.

Barriers for contractors who wants to enter the rail maintenance market are the need of certifications, knowledge, and proven experience. The current asset owner adds that the maintenance regions are too small, the risks too big, and the data is not complete. Sometimes maintenance contractors bid on maintenance regions where they do not know exactly the technical state of the rail infrastructure. The last reason the current asset owners gives are the political developments between the asset owner and the Ministry of Infrastructure and Water Management. There are plans to change the governmental structure between these organizations. This brings agitation in the market. The maintenance contractor noticed that the level of pricing is low and the risk profile high. This keeps new contractors away.

The asset owner has much influence on the maintenance contractor. The impact on the maintenance contractor is also big. However, the current asset owner has the opinion that the mother organization of the maintenance contractor has enough countervailing power to lower the impact.

According to both asset owners the influence from the maintenance contractor on the asset owner is high and also the impact is big. The former asset owner explains it in more detail: the contract is giving space to the maintenance contractor. Besides that, latest developments show that maintenance contractors can have influence via the Ministry of Infrastructure and Water Management and the House of Representatives. On the

contrary, the maintenance contractor believes that his organization has absolute no influence on the asset owner and that the impact is nihil.

Relationship

According to the asset owners there is mutual trust. However, it depends on the employees. Some employees can be trusted more than others. On interaction level they formulate common goals. The contract is supporting. This results in cooperation and performance optimization on the infrastructure. On organization level, the asset owner shows that they are not always reliable. The Project department is responsible for renewal of the rail infrastructure, but it does not seem that they strive for optimal management of the rail infrastructure. Their interests may lie on another aspect. The maintenance contractor says that there are issues on tactical/strategical level. There are unsolved issues which exists since the tender phase. Therefore the maintenance contractor does not know if there is mutual trust. Unless the issues about mutual trust, all managers rated the cooperation as comfortable.

European Directives

All managers do not know much about Directives from Europe.

Culture

The culture of the rail maintenance market contribute to the performance of the rail infrastructure. The former asset owner says that there is craftsmanship and involvement in both organizations. "Even the managers show their interest for the rail infrastructure. The maintenance contractor speaks about open culture and solidarity. "The older employees knows each other well and are still helping each other," says the maintenance contractor. Although he adds that solidarity becomes less important with the younger generation. The current asset owners sees also the negative aspects of the culture. The culture brings limited innovation, old emotions are brought in discussions, avoiding responsibilities, and the game of money. By the latter, the current asset owner means that the maintenance contractor wants money for offering minimum effort. The last thing he is wondering about is why new contractors keep away from the rail maintenance market.

Rail maintenance contract

The maintenance region has a third generation PGO contract, which is contracted for ten years. This contract has key performance indicators. The key performance indicators can be interpreted differently, except for the TAO indicator. The performance must be proved by the maintenance contractor. The asset owner is also doing inspections to check the reports from the maintenance contractor. The performance of the contract is measured by reliability, availability, safety, sustainability, statement of work, and the direct environment.

The expectation of contracts with a duration of ten years is that it turns out in sustainable infrastructure. The life cycle of assets are longer. Also a longer period is good for investments. "It is difficult to make the return on investments in five years," the maintenance contractor says.

The success factors of PGO 3.0 are the incentives, the punishment clauses, and the TAO arrangement. The current asset owner sees also the reduction of risks and the guarantee for profit over a longer period. The maintenance contractor adds that there is a reasonable freedom to influence the incentives and sanctions. However, the pitfalls of this contract are that critical days are not in the contract. "We want the maintenance contractor be extra alert on critical days to prevent disruptions which may lead to bad reputation to the asset owner," the former asset owner says. The current asset owner sees too many risks are transferred to the maintenance contractor and that his organization can be unreliable. Besides that, the prices are too low which causes too lean organizations of the maintenance contractor. The maintenance contractor sees as big disadvantage that the context is missing when the rail infrastructure is not functioning completely. See the example of the switching points in the introduction.

Case description of Rail maintenance Switzerland – Zürich region

The Dutch case descriptions are presented. As a comparative case, the Swiss asset owner and its maintenance contractor is used. In this paragraph, the Swiss case is introduced.

Introduction

The Swiss asset owner is divided in different regions. The maintenance region of the case study research is the Zürich region. The interviewee was former asset owner of Zürich. In this paragraph he is announced as asset owner. His counterpart from the maintenance contractor is announced as maintenance contractor.

The Swiss asset owner is organized differently than the Dutch rail infrastructure. The Swiss asset owner has their own maintenance department. The contracts between the Swiss asset owner and the rail companies are to execute tasks or to deliver workers. The proportion of these contracts are roughly 50%/50%. There is not outsourcing of maintenance to maintenance contractors.

The Swiss asset owner has postponed maintenance the last few years. These days there is a large request for rail workers. The need for workers is bigger than what is available in the market. The maintenance contractor chooses to keep to these contracts rather than getting the obligation to deliver and send foreign workers. He chooses for delivering quality.

Most rail maintenance take place at night. Between 20:00 – 0:00 hours the rail workers are preparing the work. From 0:00 – 4:30 hours the rail workers are doing the maintenance. At 5:30 hours the rail infrastructure is available again for trains. They do not have larger periods where there are no trains running. Occasionally, they will work during the weekends, but only when it is needed. It is rarely the case that maintenance takes longer than planned and that the rail infrastructure is closed to trains. The rule is that trains should be running at all times. The maintenance contractor says that the short periods of maintenance are becoming more and more a problem. They can renew 80 meters of rail in one night. This costs the Swiss asset owner a fortune. The maintenance contractor does not think the Swiss asset owner can maintain this. It is not even possible for the level of planned maintenance activities for the next years. The asset owner acknowledged this challenge.

The performance of the contract was expected according to the contract. However, the maintenance contractor thinks he delivered more than was expected. To optimize performance, the asset owner is doing weekly controls of production quality through inspections and regular debriefings with the external foreman. Every quarter there are regular working groups in the area of safety and culture on construction sites at the upper management level. Twice per year there is an informal exchange with the maintenance contractor based on Chattenham rules. This means that no notes will be made, so no strategic advantages can be made. Sometimes the asset owner sends written warnings when deviations in quality or safety become apparent. The maintenance contractor is gathering experience and feedback and shares these with all employees to improve the performance of the work.

The asset owner named as a challenge that his company has no clear policy about making or buying decisions. He started a research to determine if outsourcing maintenance is an option to face the demand for rail workers for the next years.

Rail maintenance market

There are 15-20 rail companies who deliver rail workers in Switzerland. Most companies work locally. The competition is very high. Mostly small projects are tendered, but when the projects become bigger, also the large rail companies from other European countries apply for these tenders. Rail contractor Spitske is an example.

The biggest problem is the availability of skilled key personnel, the asset owner says. The maintenance contractor explains this in more detail. To keep the price low as possible, rail companies play games. According to law, every worker should be paid minimum wage. Some foreign rail companies send rail workers for tariffs which are lower than the minimum wage. However, these rail companies show that they are paying the rail workers the minimum wage. The maintenance contractor imagines that Italians are working three months for minimum wage in Switzerland and then three months in Italy for free. In this way, the salary of this worker is on average low. But he has no evidence to prove that.

Switzerland is in the middle of Europe. It is a rich country who invests in infrastructure. This might be the reason why the Swiss rail maintenance market has so many companies.

The Swiss rail maintenance market shows top performing and low performing maintenance contractors, the asset owner says. The low performing contractors have a reputation of not being an attractive performer. They have low skilled personnel with no experience. They do not do innovations. They rely on the expertise of the Swiss asset owner. They are just thinking about themselves.

The asset owner does not think that both organizations are dependent on each other. The maintenance contractor thinks they are. This can be explained that there is much competition in Switzerland, where for the maintenance contractor there is just one Swiss asset owner in the Zürich region.

Both managers say that the Swiss rail infrastructure has a big influence on the maintenance contractor. Also the impact on the maintenance contractor is rather big. The other way around, the asset owner says the influence from the maintenance contractor is limited and the impact is little. The maintenance contractor thinks that he has big influence on the Swiss asset owner and that the impact is rather big. The asset owner explains that there is a relation to the dependency. Without dependency, there is not much influence.

Relationship

Mutual trust is rather low, according to the asset owner. The maintenance contractor rated the mutual trust as high. Although both managers assess mutual trust differently from each other, they do rate cooperation as very good. There is no hostility in the relationship.

European Directives

Switzerland is not part of the European Union. Therefore they do not have to apply the Directives from Europe. However, Switzerland has their own Directives which are similar to the Directives from Europe.

Rail maintenance contract

The first contract is about executing tasks in projects. There is a framework contract, nevertheless the maintenance contractor has to offer a bid for every project. Different than The Netherlands is that the maintenance contractor is not responsible for safety management. That is done by the Swiss asset owner.

The second contract, for delivering rail workers, is also based on a framework for three years. There is a minimum order agreed of 10.000 hours. Once this minimum workers are obtained, the Swiss asset owner is free to obtain workers from other rail companies.

The contract has no bonuses, but there are punishment clauses in the contract. The contracts are closed via public tenders. The challenge is to get high quality rail workers for the best price. To do that, tenders are setup with 50% price and 50% quality. The weighing factor quality is hard to measure, says the maintenance contractor. Quality factors are references to early contracts, profiles of the rail workers, and the regular checks, as financial stability, if the taxes are paid, and that the organization was not involved in criminal activities. The maintenance contractor says that before quality was part of the tender, the market was highly competitive. The maintenance contractor remembers a tender which was based on lowest bid. The maintenance contractor who won the contract delivered workers who had no experience and knowledge about rail infrastructure. They could not finish the job in time. That costs the Swiss asset owner more than obtaining high-skilled rail workers. There is also a problem that many rail workers do not speak the German language, because they come from Portugal, Spain, Balkan, Romania, and Italy.

The contracts do not have performance indicators. However, the asset owner use a system to measure the performance by judging the production quality, adherence to safety standards, and level of maintenance related network disturbances.

Appendix D Interview protocol results

Table 1 | Norms and values

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
Both organizations share the same norms and values, such as honesty, reliability, integrity and confidentiality	Asset owner	5	4	4	2	2	4	4	4	4	5
	Contractor	2	5	5	3	1	5	5	4		5

MR = maintenance region

1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 2 | Power

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
The asset owner has much power to influence the maintenance contractor	Asset owner	4	4	2	4	4	4	3	5	4	
	Contractor	5	5	4	4	4	5	4	5		
This influence has a big impact on the maintenance contractor	Asset owner	3	4	2	4	4	4	5	5	3	
	Contractor	5	5	4	4	4	5	4	5		
The maintenance contractor has much power to influence asset owner	Asset owner	3	2	2	4	4	2	3	5	4	
	Contractor	1	4	2	2	2	4	3	1		
This influence has a big impact on the asset owner	Asset owner	2	2	2	4	4	2	4	5	4	
	Contractor	1	2	3	3	3	2	3	1		
The organizations in the rail maintenance market are dependent from each other	Asset owner	3	4	5	5	5	4	5	5	4	1
	Contractor	4	4	4	4	4	4	5	5		5
Mutual dependency has a role to build a trusting relationship	Asset owner	2	2	2	4	4	2	4		4	1
	Contractor	1	5	5	4	1	5	3	5		5

MR = maintenance region

1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 3 | Long term goals

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
Long term goals of both the asset owner as the maintenance contractor match	Asset owner	4	1	3	1	1	1	2	2	3	3
	Contractor	2	4	5	4	5	4	4	5		5
There are no common goals formulated between the asset owner and maintenance contractor	Asset owner	2	5	4	4	4	5	3	2	3	3
	Contractor	5	2	5	5	5	2	1	5		5
The goals of both the asset owner and maintenance contractor are not contradictory	Asset owner	4	1	1	2	2	1	2	2	2	3
	Contractor	1	2	3	4	3	2	5	5		5

MR = maintenance region

1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 4 | Communication systems

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
There is communication exchange about finance, risks, and technical state of the rail infrastructure	Asset owner	3	1	4	5	5	1	2	4	2	2
	Contractor	4	4	3	4	2	4	2	4		3
The communication between the organizations is transparent, there are no hidden agendas	Asset owner	3	2	3	2	2	2	2	4	3	4
	Contractor	3	5	5	5	1	5	4	5		5
The reputation of my counterpart is bad	Asset owner	3	2	2	4	2	2	4	1	2	1
	Contractor	4	4	5	4	5	4	2	4		1

MR = maintenance region

1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 5 | Contract

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
Incentives and trust are complementary and leads to performance	Asset owner	5	1	4	2	2	1	4	5	5	4
	Contractor	5	5	5	4	1	5	5	5	5	1
Financial sanctions in contracts do not increase performance	Asset owner	2			1	5		4	2	4	
	Contractor	2			4	5		4	3		
The maintenance activities are highly detailed described	Asset owner	3	1	4	2	2	1	2	2	2	4
	Contractor	5	5	3	5	1	5	3	2		4
The distribution of roles and tasks in each organizations match each other well	Asset owner	4	1	4	4	2	1	2	4	3	3
	Contractor	1	5	5	4	2	5	5	4		3

MR = maintenance region 1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 6 | Qualifications

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
Specialists of my counterpart have insufficient knowledge	Asset owner	1	1	2	4	1	1	4	2	3	1
	Contractor	1	1	5	2	5	1	2	1		2
Specialists of my counterpart do not have the required diplomas and certificates	Asset owner	1	1	1	1	1	1	2	1	4	1
	Contractor	1	1	3	2	3	1	1	3		2
My counterpart has barely qualified personnel to manage the maintenance contract	Asset owner	2	1	2	4	1	1	4	2	2	1
	Contractor	1	1	1	2	1	1	4	2		4

MR = maintenance region 1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 7 | Experiences

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
Specialists of my counterpart have the required experience	Asset owner	5	5	4	4	5	5	2	2	2	4
	Contractor	3	5	2	4	2	5	4	5		4

MR = maintenance region 1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 8 | Behaviour

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
There is mutual willingness between the organizations	Asset owner	4	4	4	4	4	4	3	4	3	5
	Contractor	4	4	5	4	1	4	4	5		5
There is mutual commitment between the organizations	Asset owner	4	4	4	2	2	4	3	4	3	4
	Contractor	4	5	5	4	1	5	5	5		5
There is mutual identification between the organizations	Asset owner	4	4	3	4	1	4	4	4	2	4
	Contractor	4	5	5	4	1	5	4	4		5
My counterpart shows its best intentions to me	Asset owner	4	4	4	2	2	4	3	4	3	4
	Contractor	3	4	5	2	1	4	3	4		5
My counterpart shows irresponsible behaviour	Asset owner	1	1	1	1	4	1	1	1	1	1
	Contractor	1	1	1	1	5	1	1	1		1
My counterpart avoid risks that can harm my organization	Asset owner	4	3	4	4	2	3	4	5	4	2
	Contractor	1	5	4	3	2	5	4	3		5
My counterpart has not betrayed me	Asset owner	3	5	4	2	2	5	5	1	5	5
	Contractor	5	5	5	4	1	5	5	5		5
My counterpart shows egocentric behaviour	Asset owner	4	1	2	3	4	1	1	2	2	1
	Contractor	4	1	1	3	5	1	1	2		1
My counterpart does what is important to him	Asset owner	5	5	2	3	5	5	3	5	3	3
	Contractor	4	4	5	5	5	4	4	4		4
My counterpart does not show manipulative behaviour	Asset owner	3	3	4	3	1	3	5	2	3	4
	Contractor	2	5	5	3	1	5	5	5		5

MR = maintenance region 1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 9 | Characteristics

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
My counterpart shows a friendly and polite attitude	Asset owner	4	4	4	5	1	4	4	5	4	5
	Contractor	5	4	5	5	1	4	5	5		5
My counterpart shows a honest attitude	Asset owner	4	3	4	4	4	3	3	4	4	4
	Contractor	4	5	5	4	1	5	5	4		5
My counterpart shows an authentic loyal attitude	Asset owner	4	4	4	3	5	4	4	4	4	4
	Contractor	3	5	5	5	5	5	4	5		5
My counterpart shows an integer attitude	Asset owner	4	4	4	4	2	4	4	5	4	4
	Contractor	4	5	5	4	1	5	5	5		5
My counterpart shows a reliable attitude	Asset owner	4	4	4	3	2	4	3	4	4	4
	Contractor	1	5	5	4	1	5	5	4		5
My counterpart shows a confidential attitude	Asset owner	4	3	4	4	1	3	4	4	4	4
	Contractor	4	4	5	3	1	4	5	5		5
My counterpart shows a timeliness attitude	Asset owner	3	2	5	5	4	2	3	4	4	4
	Contractor	4	4	5	5	1	4	4	4		5
My counterpart shows a fair attitude	Asset owner	3	5	4	4	3	5	4	4	4	
	Contractor	3	5	4	3	1	5	5	4		
My counterpart shows a credible attitude	Asset owner	3	4	4	3	2	4	4	4	4	4
	Contractor	4	5	5	5	3	5	5	4		5
My counterpart shows a benevolent attitude	Asset owner	3	5	4	4	5	5	4	5	4	3
	Contractor	4	5	5	4	1	5	4	4		5

MR = maintenance region 1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 10 | Cooperation

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
My counterpart shares fully and transparency all information	Asset owner	4	3	4	3	2	3	2	4	3	3
	Contractor	4	5	4	4	1	5	3	1		4
My counterpart discusses conflicts constructively	Asset owner	4	3	4	5	2	3	4	4	5	5
	Contractor	1	5	5	4	1	5	4	4		5
My counterpart does not discuss doubts and/or distrust up front	Asset owner	1	3	2	4	5	3	2	2	2	3
	Contractor	4	1	1	2	5	1	2	2		4
Conversations are deep and meaningful	Asset owner	4	4	4	2	3	4	2	4	4	5
	Contractor	4	5	4	4	1	5	3	2		5
My counterpart evaluates competences up front	Asset owner	3	2	4	3	4	2	2	4	4	3
	Contractor	5	3	5	4	1	3	3	4		4

MR = maintenance region 1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 11 | Affection

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
My counterpart checks his interpretations	Asset owner	4	2	4	4	1	2	4	4	4	5
	Contractor	1	4	3	4	1	4	4	4		5
My counterpart shows intimacy	Asset owner	3	3	3	3	2	3	3	3	3	5
	Contractor	1	4	5	4	1	4	3	4		4
My counterpart appreciates our different skills	Asset owner	2	4	3	3	2	4	3	3	4	5
	Contractor	5	3	5	4	1	3	5	5		5
My counterpart keeps appropriate distance in the relationship	Asset owner	4	4	3	4	1	4	4	4	4	4
	Contractor	3	2	5	5	1	2	5	5		5

MR = maintenance region 1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

Table 12 | No fears

		MR 1	MR 2	MR 3	MR 4	MR 5	MR 6	MR 7	MR 8a	MR 8b	Swiss Case
You do <u>not</u> feel fear for opportunistic behaviour	Asset owner	4	5	4	3	1	5	4	2	4	4
	Contractor	1	5	5	2	1	5	4	1	4	4
You feel fear for failure of the contract	Asset owner	1	1	1	1	2	1	2	2	3	1
	Contractor	4	1	1	1	1	1	2	1	4	4
You feel fear for damaging the relationship	Asset owner	2	1	1	1	2	1	2	2	2	1
	Contractor	2	1	1	1	2	1	1	1	1	1
You are suspicious to your counterpart	Asset owner	4	3	2	4	4	3	2	1	2	1
	Contractor	4	1	1	3	5	1	1	2	1	1
You are afraid that your counterpart will damage your reputation	Asset owner	3	4	2	4	4	4	2	2	2	1
	Contractor	1	2	1	1	5	2	2	2	1	1

MR = maintenance region

1 = disagree, 2 = slightly disagree, 3 = not disagree/not agree, 4 = slightly agree, 5 = agree

The statements contain negative and positive formulated statements. For translating the scores into the level of trust, the scores of the negative formulated statements have to be reversed first, before an actual view of trust can be made.

Appendix E Scenarios for the simulation games

The scenarios are written in Dutch, since the respondents are Dutch. An English summary can be found in appendix H.

Scenario 1.1

Contractmanager Regio Rail: *[Naam speler]*

Bedrijfsleider Regio Rail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekt ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

In reguliere inspectie door de aannemer is een spoorstaaf in een overweg ontdekt die niet aan de normen voldoet en moet worden afgekeurd. In principe moet het treinverkeer nu stilgelegd worden voor vervanging. De eerstvolgende mogelijkheid dat de aannemer dit stuk spoorstaaf kan vervangen is over 10 kalenderdagen. De staaf moet al langer in slechte staat zijn. De aannemer had dit moeten melden aan ProRail, maar er is geen melding geweest. Ook is er geen melding geweest van onveilige situaties. Bovendien stond er nog een actie open van het vorig reguliere overleg. Er zou worden uitgezocht of de reeks storingen aan een beweegbare spoorbrug daadwerkelijk verholpen zijn. Dit contract is een verliesgevend contract. De tabel hieronder laat zien dat de aannemer in de afgelopen vier maanden verlies heeft gemaakt. Een gedetailleerdere winst- en verliesrekening is te zien in de bijlagen.

Overzicht winst- en verliesrekening

Activiteit	Bedrag
November 2017	€ -130.000
December 2017	€ -50.000
Januari 2018	€ 50.000
Februari 2018	€ -40.000
Verlies	€ -170.000

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail inspecteur Regio Rail

Rapport inspectie

Verzonden: 21-03-2018 06:11

Aan: *[Naam speler contractmanager Regio Rail]*

Goedemorgen,

Zojuist ben ik teruggekomen van inspectie. Daarbij is geconstateerd dat een stuk spoorstaaf in de overweg Zonstraat in Utrecht dermate slecht is, dat die niet voldoet aan de afkeurnorm. Met andere woorden, die moet onmiddellijk vervangen worden.

Wij hadden dit eerder moeten constateren, gezien de staat van de spoorstaaf. Het is ons een raadsel waarom we het niet eerder hebben geconstateerd.

Mijn advies is dit te melden en de treinen met snelheidsbeperking te laten rijden van 80 km/u waar normaal gesproken 140 km/u wordt gereden.

Met vriendelijke groet,

René
Inspecteur Regio Rail

E-mail werkvoorbereider Regio Rail

Storingen Vechterbruggen

Verzonden: 18-03-2018 11:59

Aan: *[Naam speler contractmanager Regio Rail]*

Hallo,

Je vroeg me uit te zoeken of de storingen aan de Vechter spoorbruggen zijn opgelost. We hebben vorige week diverse metingen en testen gedaan. We hebben de storingsbron gevonden. Het bleek de PLC te zijn die slecht presteerde. Vervolgens hebben we nieuwe testen uitgevoerd. De resultaten zien er goed uit. Er zijn na vervanging van de PLC geen storingen meer opgetreden.

Met vriendelijke groet,

Henk de Keijzer
Werkvoorbereider Regio Rail

Winst- en verliesrekening Regio Rail

Totaaloverzicht

Activiteit	Bedrag
November 2017	€ -130.000
December 2017	€ -50.000
Januari 2018	€ 50.000
Februari 2018	€ -40.000
Verlies	€ -170.000

Overzicht per maand

Februari 2018

Activiteit	Bedrag	Totaalbedrag
Maandelijkse inkomsten	€ 680.000,00	
Totaal inkomsten		€ 680.000,00
Kosten regulier onderhoud	€ -400.000,00	
Kosten door veroorzaken TAO's	€ -200.000,00	
Kosten door afwijkingen (boetes)	€ -120.000,00	
Totaal kosten		€ -720.000,00
Verlies		€ -40.000,00

Januari 2018

Activiteit	Bedrag	Totaalbedrag
Maandelijkse inkomsten	€ 680.000,00	
Totaal inkomsten		€ 680.000,00
Kosten regulier onderhoud	€ -380.000,00	
Kosten door veroorzaken TAO's	€ -170.000,00	
Kosten door afwijkingen (boetes)	€ -80.000,00	
Totaal kosten		€ -630.000,00
Winst		€ 50.000,00

December 2017

Activiteit	Bedrag	Totaalbedrag
Maandelijkse inkomsten	€ 680.000,00	
Totaal inkomsten		€ 680.000,00
Kosten regulier onderhoud	€ -390.000,00	
Kosten door veroorzaken TAO's	€ -260.000,00	
Kosten door afwijkingen (boetes)	€ -80.000,00	
Totaal kosten		€ -730.000,00
Verlies		€ -50.000,00

November 2017

Activiteit	Bedrag	Totaalbedrag
Maandelijkse inkomsten	€ 680.000,00	
Totaal inkomsten		€ 680.000,00
Kosten regulier onderhoud	€ -410.000,00	
Kosten door veroorzaken TAO's	€ -320.000,00	
Kosten door afwijkingen (boetes)	€ -80.000,00	
Totaal kosten		€ -810.000,00
Verlies		€ -130.000,00

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarstelling.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Infrastructuur – Alle assets van ProRail binnen de grenzen van het contractgebied.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

Tracémanager ProRail: *[Naam speler]*

Manager Operatie & Onderhoud ProRail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

Regio Rail heeft tijdens de aanbesteding een lage inschrijving gedaan. Je denkt dat ze onder de kostprijs hebben ingeschreven. De laatste vier maanden heeft Regio Rail wisselend gepresteerd. De kortingen die je hebt ingehouden als gevolg van boetes en kosten van toegerekende TAO's staan in onderstaand tabel. Een gedetailleerd overzicht van de ingehouden kortingen staan in de bijlage. De hoogte van de boetes en toegerekende TAO's zijn berekend op basis van het contract (in bijlage). Het doel van ProRail is het hebben van een veilig en betrouwbaar spoorinfrastructuur. Onlangs nog zijn er veel storingen geweest aan de Vechterspoorbruggen. Je hebt gevraagd aan Regio Rail dit op te lossen en je moet nog terugkoppeling krijgen hierover.

Ingehouden kortingen Regio Rail

Activiteit	Bedrag
November 2017	€ - 320.000
December 2017	€ - 230.000
Januari 2018	€ - 330.000
Februari 2018	€ - 410.000
Totaal	€ - 1.290.000

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

Ingehouden kortingen Regio Rail

Vergoeding Regio Rail per maand (Maandbedrag) voor het uitvoeren van onderhoud: € 680.000,00

Kortingen die worden ingehouden op de maandelijkse vergoedingen zijn de opgelegde boetes en de kosten van de toegekende TAO's

Totaaloverzicht ingehouden boetes en kosten veroorzaken TAO's

Activiteit	Bedrag
November 2017	€ - 320.000
December 2017	€ - 230.000
Januari 2018	€ - 330.000
Februari 2018	€ - 410.000
Totaal	€ - 1.290.000

Overzicht per maand

Februari 2018

Activiteit	Bedrag
Kosten door veroorzaken TAO's	€ - 200.000,00
Kosten door afwijkingen (boetes)	€ - 120.000,00
Totale kortingen	€ - 320.000,00

Januari 2018

Activiteit	Bedrag
Kosten door veroorzaken TAO's	€ - 150.000,00
Kosten door afwijkingen (boetes)	€ - 80.000,00
Totale kortingen	€ - 230.000,00

December 2017

Activiteit	Bedrag
Kosten door veroorzaken TAO's	€ - 250.000,00
Kosten door afwijkingen (boetes)	€ - 80.000,00
Totale kortingen	€ - 330.000,00

November 2017

Activiteit	Bedrag
Kosten door veroorzaken TAO's	€ 330.000,00
Kosten door afwijkingen (boetes)	€ 80.000,00
Totale kortingen	€ 410.000,00

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarzetting.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Infrastructuur – Alle assets van ProRail binnen de grenzen van het contractgebied.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

Scenario 1.2

Contractmanager Regio Rail: *[Naam speler]*

Bedrijfsleider Regio Rail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

In reguliere inspectie door de aannemer is een spoorstaaf in een overweg ontdekt die niet aan de normen voldoet en moet worden afgekeurd. In principe moet het treinverkeer nu stilgelegd worden voor vervanging. De eerstvolgende mogelijkheid dat de aannemer dit stuk spoorstaaf kan vervangen is over 10 kalenderdagen. De staaf moet al langer in slechte staat zijn. De aannemer had dit moeten melden aan ProRail, maar er is geen melding geweest. Ook is er geen melding geweest van onveilige situaties. Bovendien stond er nog een actie open van het vorig reguliere overleg. Er zou worden uitgezocht of de reeks storingen aan een beweegbare spoorbrug daadwerkelijk verholpen zijn. Dit contract maakt winst. De tabel hieronder laat zien hoeveel winst de aannemer heeft gemaakt in de afgelopen vier maanden. Een gedetailleerdere winst- en verliesrekening is te zien in de bijlagen.

Overzicht winst- en verliesrekening

Activiteit	Bedrag
November 2017	€ 80.000
December 2017	€ 30.000
Januari 2018	€ 78.000
Februari 2018	€ 48.000
Winst	€ 236.000

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail inspecteur Regio Rail

Rapport inspectie

Verzonden: 21-03-2018 06:11

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen,

Zojuist ben ik teruggekomen van inspectie. Daarbij is geconstateerd dat een stuk spoorstaaf in de overweg Zonstraat in Utrecht dermate slecht is, dat die niet voldoet aan de afkeurnorm. Met andere woorden, die moet onmiddellijk vervangen worden.

Wij hadden dit eerder moeten constateren, gezien de staat van de spoorstaaf. Het is ons een raadsel waarom we het niet eerder hebben geconstateerd.

Mijn advies is dit te melden en de treinen met snelheidsbeperking te laten rijden van 80 km/u waar normaal gesproken 140 km/u wordt gereden.

Met vriendelijke groet,

René
Inspecteur Regio Rail

E-mail werkvoorbereider Regio Rail

Storingen Vechterbruggen

Verzonden: 18-03-2018 11:59

Aan: *[Naam speler contractmanager Regio Rail]*

Hallo,

Je vroeg me uit te zoeken of de storingen aan de Vechter spoorbruggen zijn opgelost. We hebben vorige week diverse metingen en testen gedaan. We hebben de storingsbron gevonden. Het bleek de PLC te zijn die slecht presteerde. Vervolgens hebben we nieuwe testen uitgevoerd. De resultaten zien er goed uit. Er zijn na vervanging van de PLC geen storingen meer opgetreden.

Met vriendelijke groet,

Henk de Keijzer
Werkvoorbereider Regio Rail

Winst- en verliesrekening Regio Rail

Totaaloverzicht

Activiteit	Bedrag
November 2017	€ 80.000
December 2017	€ 30.000
Januari 2018	€ 78.000
Februari 2018	€ 48.000
Winst	€ 236.000

Overzicht per maand

Februari 2018

Activiteit	Bedrag	Totaalbedrag
Maandelijkse inkomsten	€ 680.000,00	
Totaal inkomsten		€ 680.000,00
Kosten regulier onderhoud	€ -580.000,00	
Kosten door veroorzaken TAO's	€ -50.000,00	
Kosten door afwijkingen (boetes)	€ -2.000,00	
Totaal kosten		€ -632.000
Winst		€ 48.000,00

Januari 2018

Activiteit	Bedrag	Totaalbedrag
Maandelijkse inkomsten	€ 680.000,00	
Totaal inkomsten		€ 680.000,00
Kosten regulier onderhoud	€ -600.000,00	
Kosten door veroorzaken TAO's	€ -2.000,00	
Kosten door afwijkingen (boetes)	€ 0,00	€ -602.000,00
Totaal kosten		
Winst		€ 78.000,00

December 2017

Activiteit	Bedrag	Totaalbedrag
Maandelijkse inkomsten	€ 680.000,00	
Totaal inkomsten		€ 680.000,00
Kosten regulier onderhoud	€ -650.000,00	
Kosten door veroorzaken TAO's	€ 0,00	
Kosten door afwijkingen (boetes)	€ 0,00	€ -650.000,00
Totaal kosten		
Winst		€ 30.000,00

November 2017

Activiteit	Bedrag	Totaalbedrag
Maandelijkse inkomsten	€ 680.000,00	
Totaal inkomsten		€ 680.000,00
Kosten regulier onderhoud	€ -590.000,00	
Kosten door veroorzaken TAO's	€ -10.000,00	
Kosten door afwijkingen (boetes)	€ 0,00	€ -600.000,00
Totaal kosten		
Winst		€ 80.000,00

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarzetting.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Infrastructuur – Alle assets van ProRail binnen de grenzen van het contractgebied.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

Tracémanager ProRail: *[Naam speler]*

Manager Operatie & Onderhoud ProRail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staan vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

Regio Rail heeft tijdens de aanbesteding een weloverwogen inschrijving gedaan. De laatste maand zijn er veel storingen opgetreden aan de Vechterspoorbruggen. De bedragen die je hebt ingehouden (zie tabel hieronder) is als gevolg van boetes en kosten van TAO's die zijn veroorzaakt. Een gedetailleerd overzicht met de boetes (kortingen) staan in de bijlage. De hoogte van de boetes heb je berekend op basis van het contract (in bijlage). Het doel van ProRail is het hebben van een veilig en betrouwbaar spoorinfrastructuur.

Ingehouden kortingen Regio Rail

Activiteit	Bedrag
November 2017	€ - 10.000
December 2017	€ 0
Januari 2018	€ - 2000
Februari 2018	€ - 52.000
Totaal	€ - 64.000

Omdat er veel storingen geweest aan de Vechterspoorbruggen, heb je gevraagd aan Regio Rail dit op te lossen en je moet nog terugkoppeling krijgen hierover.

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

Kortingen Regio Rail

Vergoeding Regio Rail per maand (Maandbedrag): € 680.000,00

Totaaloverzicht

Activiteit	Bedrag
November 2017	€ 10.000
December 2017	€ 0
Januari 2018	€ 2000
Februari 2018	€ 52.000
Totaal	€ 64.000

Overzicht per maand

Februari 2018

Activiteit	Bedrag
Kosten door veroorzaken TAO's	€ 50.000,00
Kosten door afwijkingen (boetes)	€ 2000,00
Totale kortingen	€ 52.000,00

Januari 2018

Activiteit	Bedrag
Kosten door veroorzaken TAO's	€ 2.000,00
Kosten door afwijkingen (boetes)	€ 0,00
Totale kortingen	€ 2.000,00

December 2017

Activiteit	Bedrag
Kosten door veroorzaken TAO's	€ 0,00
Kosten door afwijkingen (boetes)	€ 0,00
Totale kortingen	€ 0,00

November 2017

Activiteit	Bedrag
Kosten door veroorzaken TAO's	€ 10.000,00
Kosten door afwijkingen (boetes)	€ 0,00
Totale kortingen	€ 10.000,00

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarzetting.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Infrastructuur – Alle assets van ProRail binnen de grenzen van het contractgebied.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

Scenario 2.1

Contractmanager Regio Rail: *[Naam speler]*

Bedrijfsleider Regio Rail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienstaantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staan vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De directeur van Regio Rail heeft een gesprek gehad met de directeur van ProRail. Het aantal TAO's is te hoog. ProRail wil graag af van zijn slechte reputatie en werkt hard aan het verhogen van de beschikbaarheid en betrouwbaarheid van de spoorinfrastructuur. Zij hebben een programma opgestart dat als doel heeft het aantal TAO's te verminderen. De directeur Asset Management van ProRail heeft gevraagd of Regio Rail hieraan mee wil werken.

Het totaal aantal TAO's van de afgelopen maanden voor Regio Rail staan hieronder. In de bijlage zijn de details per object terug te vinden.

Activiteit	Aantal TAO's
November 2017	5
December 2017	4
Januari 2018	8
Februari 2018	6
Totaal	23

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail directeur Regio Rail

Verbeterprogramma's ProRail

Verzonden: 11-03-2018 20:13

Aan: Contractmanagers Regio Rail

Cc: Bedrijfsleider Regio Rail

Beste contractmanagers,

In mijn regulier gesprek met directeur Asset Management bij ProRail heb ik vernomen dat zij een verbeterprogramma willen invoeren om het aantal TAO's te verminderen. Ik heb hem verteld dat we onze medewerking zullen verlenen hierbij.

Graag aandacht voor de kosten die ermee gemoeid zijn. Ook graag aandacht voor het contract om te bepalen of dit bij de opdracht hoort of dat hier sprake is van een extra opdracht.

Met vriendelijke groet,

Piet Cornelissen
Directeur Regio Rail

E-mail werkvoorbereider Regio Rail

FW: Verbeterprogramma's ProRail

Verzonden: 15-03-2018 07:02

Aan: *[Naam speler Tracémanager ProRail]*

Cc: Bedrijfsleider Regio Rail

Goedemorgen,

Zoals Piet hieronder schrijft heb ik onderzocht welke assets storen en waarbij de assets nog niet aan vervanging toe zijn. Het betreft wissels 31A en 31B op emplacement Utrecht Noord. Deze assets dienden in 2015 al vervangen te worden, maar dat is door ProRail nog steeds niet gebeurd.

Als wij het aantal TAO's op dit wissel willen verminderen, dan zullen we de tong uit moeten wisselen, houten liggers vervangen voor betonnen liggers en de wisselverwarming renoveren. Bij elkaar is dit een investering van € 115.000. Voor die prijs kan er ook een nieuw wissel in worden gebracht.

Gelieve deze kwestie te bespreken met ProRail.

Met vriendelijke groet,

Henk de Keijzer
Werkvoorbereider Regio Rail

Piet Cornelissen schreef:

Beste contractmanagers,

In mijn regulier gesprek met directeur Asset Management bij ProRail heb ik vernomen dat zij een verbeterprogramma willen invoeren om het aantal TAO's te verminderen. Ik heb hem verteld dat we onze medewerking zullen verlenen hierbij.

Graag aandacht voor de kosten die ermee gemoeid zijn. Ook graag aandacht voor het contract om te bepalen of dit bij de opdracht hoort of dat hier sprake is van een extra opdracht.

Met vriendelijke groet,

Piet Cornelissen
Directeur Regio Rail

TAO-overzicht Regio Rail

Totaaloverzicht

Activiteit	Aantal TAO's
November 2017	5
December 2017	4
Januari 2018	8
Februari 2018	6
Totaal	23

Overzicht per maand

Februari 2018

Activiteit	Aantal TAO's
Wissels	2
Spoor	0
Seinen	1
Overweginstallaties	1
Overige, zoals hekwerken	1
Totaal	5

Januari 2018

Activiteit	Aantal TAO's
Wissels	1
Spoor	1
Seinen	1
Overweginstallaties	1
Overige, zoals hekwerken	0
Totaal	4

December 2017

Activiteit	Aantal TAO's
Wissels	3
Spoor	0
Seinen	1
Overweginstallaties	2
Overige, zoals hekwerken	2
Totaal	8

November 2017

Activiteit	Aantal TAO's
Wissels	3
Spoor	0
Seinen	0
Overweginstallaties	2
Overige, zoals hekwerken	1
Totaal	6

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 4 – Eenmalige opdracht

- 4.1 Regio Rail dient in een periode van 12 maanden na aanvang van de opdracht zorg te dragen day alle onderdelen van de infrastructuur die Afwijken ten opzichte van de eisen wel voldoen aan deze eisen, conform het gestelde in de aanbieding.
- 4.2 Voor infrastructuur die bij aanvang van de overeenkomst nog niet afwijkingsvrij was en Infrastructuur die nog niet afwijkingsvrij is gemaakt door Regio Rail geldt dat Afwijkingen niet toerekenbaar zijn. Wel geldt dat het ontstaan van (mogelijke) gevaarstelling toerekenbaar zal zijn aan Regio Rail.
- 4.3 ProRail zal de overeengekomen Afwijkingen vergoeden zodra deze aantoonbaar is hersteld. Hiervoor zijn eenheidsprijzen overeengekomen.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarstelling.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde² waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaksnelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

² Baanvakwaarde is 1

Tracémanager ProRail: *[Naam speler]*

Manager Operatie & Onderhoud ProRail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

ProRail heeft een programma om het aantal TAO's te reduceren. ProRail is van mening dat de aannemer de initiële kosten dragen, maar later ook de vruchten ervan ondervinden. Immers krijgen zij de door hen veroorzaakte TAO's doorbelast. Dat hoeft dan niet meer wanneer er geen TAO's plaatsvinden. Hieronder is een overzicht van het totaal aantal TAO's van Regio Rail van de afgelopen vier maanden. In de bijlage staat ook een overzicht van het aantal TAO's per object.

Activiteit	Aantal TAO's
November 2017	5
December 2017	4
Januari 2018	8
Februari 2018	6
Totaal	23

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail directeur Asset Management ProRail

Verzoek tot medewerking programma Reductie op TAO's

Verzonden: 02-03-2018 08:47

Aan: Tracémanagers

Cc: Managers Operatie & Onderhoud, Arie Klomp

Beste tracémanagers,

Binnenkort ontvangen jullie correspondentie van Arie Klomp in het kader van programma Reductie op TAO's. Graag hier opvolging aan geven. Het is niet de bedoeling dat hier meerwerk tegenover staat, dat heb ik ook zo besproken met de directeur van Regio Rail. Vanwege de financiële beperkingen de komende jaren is hier geen budget voor.

Met vriendelijke groet,

Karel Speelwijde
Directeur Asset Management
ProRail

E-mail programmamanager programma Reductie op TAO's ProRail

Reductie op TAO's

Verzonden: 03-03-2018 15:01

Aan: Tracémanagers

Cc: Manager Operatie & Onderhoud

Beste tracémanagers,

Zoals jullie hebben meegekregen zijn we een programma gestart om het aantal TAO's te reduceren. Dit programma doen we in gezamenlijkheid met de aannemers. De reductie van het aantal TAO's is niet alleen goed voor de reiziger en de verlader, immers ondervinden zij minder klanthinder. Het is ook goed voor de aannemer. Elk verwijtbare TAO komt ten laste van de aannemer. Wij zijn van mening dat zij geld besparen door mee te werken aan het programma. De verwachting is dat zij meer geld overhouden.

Ons verzoek is om samen met jullie gesprekspartner bij de aannemer te verkennen welke assets geoptimaliseerd kunnen worden, waardoor het aantal TAO's minder worden.

Met vriendelijke groet,

Arie Klomp
Programmamanager Reductie op TAO's
ProRail

TAO-overzicht Regio Rail

Totaaloverzicht

Activiteit	Aantal TAO's
November 2017	5
December 2017	4
Januari 2018	8
Februari 2018	6
Totaal	23

Overzicht per maand

Februari 2018

Activiteit	Aantal TAO's
Wissels	2
Spoor	0
Seinen	1
Overweginstallaties	1
Overige, zoals hekwerken	1
Totaal	5

Januari 2018

Activiteit	Aantal TAO's
Wissels	1
Spoor	1
Seinen	1
Overweginstallaties	1
Overige, zoals hekwerken	0
Totaal	4

December 2017

Activiteit	Aantal TAO's
Wissels	3
Spoor	0
Seinen	1
Overweginstallaties	2
Overige, zoals hekwerken	2
Totaal	8

November 2017

Activiteit	Aantal TAO's
Wissels	3
Spoor	0
Seinen	0
Overweginstallaties	2
Overige, zoals hekwerken	1
Totaal	6

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 4 – Eenmalige opdracht

- 4.1 Regio Rail dient in een periode van 12 maanden na aanvang van de opdracht zorg te dragen day alle onderdelen van de infrastructuur die Afwijken ten opzichte van de eisen wel voldoen aan deze eisen, conform het gestelde in de aanbieding.
- 4.2 Voor infrastructuur die bij aanvang van de overeenkomst nog niet afwijkingsvrij was en Infrastructuur die nog niet afwijkingsvrij is gemaakt door Regio Rail geldt dat Afwijkingen niet toerekenbaar zijn. Wel geldt dat het ontstaan van (mogelijke) gevaarstelling toerekenbaar zal zijn aan Regio Rail.
- 4.3 ProRail zal de overeengekomen Afwijkingen vergoeden zodra deze aantoonbaar is hersteld. Hiervoor zijn eenheidsprijzen overeengekomen.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarstelling.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde³ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

³ Baanvakwaarde is 1

Scenario 2.2

Contractmanager Regio Rail: *[Naam speler]*

Bedrijfsleider Regio Rail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

Er is discussie over een VTW (Verzoek Tot Wijziging, ofwel verzoek tot extra werk, zie bijlage). Deze VTW is afgewezen door ProRail (zie bijlage). Hierover moet nog discussie gevoerd worden.

Daarnaast is de directeur van Regio Rail het niet eens met de wijze waarop onderhoudscontracten op de markt worden gezet. Hij heeft een brief gestuurd naar het ministerie om de situatie aanhangig te maken. Het ministerie heeft daarop een brief teruggestuurd (zie bijlage) en toegezegd de zaak te onderzoeken. Daarnaast is de directeur van Regio Rail veelvuldig in de media verschenen. Twee artikelen zijn ter achtergrondinformatie meegezonden (zie bijlage).

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

Verzoek Tot Wijziging nr. 05

Datum: 15-02-2018

Indiener: Regio Rail

Aanleiding: de rode dieselprijzen zijn gestegen

Bedrag: € 78.200

Motivatie: Als gevolg van gestegen dieselprijzen, doe ik deze verzoek tot wijziging voorkomen over de periode 2017. Er is 230.000 liter verbruikt. Er is gerekend tijdens de aanbesteding met een inkoopprijs van € 1,12 cent per liter. Inmiddels is de dieselprijs gestegen naar € 1,46.

Aldus de contractmanager

In te vullen door ProRail:

Geaccepteerd: ~~JA~~/NEEN

Reden ProRail: U heeft een aanbieding gedaan. Daarmee bent u akkoord gegaan met Annex IV Indexeringsregeling. Hierin staat dat u beperkte indexatie mag invoeren conform de indexeringsregeling van het CBS. De inflatie over 2017 staat vast op 1,02%. Daarnaast betwijfelen wij of u heeft gerekend met marktprijzen. De ingediende dieselprijs tijdens de aanbesteding van € 1,12 lijkt ons aan de lage kant. De dieselprijs van € 1,46 in de VTW lijkt ons aan de hoge kant.

Aldus de tracémanager

Annex IV Indexeringsregeling

Artikel 2 – Indexatieberekening

2.1 Indexatie over de levering van producten geschiedt eens per jaar met een maximum van de door de CBS vastgestelde inflatie over het desbetreffende jaar.

E-mail werkvoorbereider Regio Rail

Verhoging dieselprijzen

Verzonden: 11-01-2018 15:17

Aan: Contractmanager Regio Rail

Cc: Bedrijfsleider Regio Rail

Beste contractmanager,

De dieselprijzen zijn in 2017 enorm gestegen, meer dan we van tevoren hebben kunnen voorzien. Hierdoor loop ik uit de pas op het budget. Mijn verzoek is om de extra ingediende kosten te verhalen op ProRail. Het argument is dat we deze explosieve stijging van tevoren niet konden inschatten.

Met vriendelijke groet,

Henk de Keijzer

Werkvoorbereider Regio Rail



> Retouradres Postbus 20901 2500 EX Den Haag

RegioRail
t.a.v. de heer P. Cornelissen
Postbus 1025
3600 BA Maarssen

Bestuurskern
Dir. Openbaar Vervoer en
Spoor
Afd. Infrastructuur
Plesmanweg 1-6
2597 JG Den Haag

Postbus 20901
2500 EX Den Haag

T 070 456 000
F 070 456 111

Kanmerk
IENM/BSK.2015/7671

Datum 15 JAN, 2018
Betreft Reactie brief d.d. 12 januari 2018

Geachte heer Cornelissen,

U heeft 12 januari 2018 een brief aan mijn collega minister Schultz-van Haegen gericht met als belangrijkste onderwerp het prestatie gericht onderhoud op het spoor (PGO). Omdat de PGO transformatie binnen de spoorportefeuille valt, reageer ik op uw brief.

Ik ga samen met de secretaris-generaal de heer Riedstra op korte termijn met de stuurgroep PGO in gesprek om door te spreken over de ontstane situatie. Om geen verkeerde verwachtingen te wekken wijs ik u op het feit dat ProRail als uitvoeringsorganisatie de volledige verantwoordelijkheid draagt voor het PGO-traject en de aanpak en besluiten die hierin worden genomen. Ik heb in deze de rol van concessieveriener voor het beheer, onderhoud en vervanging op het spoor. Dat betekent dat het ministerie ProRail vanuit deze rol wel op de prestaties aanspreekt, maar geen directe interventies kan doen in bijvoorbeeld de onderhoudsstrategie.

In uw brief schrijft u dat ProRail eenzijdig het convenant PGO 3.0 opzegt en dat u het ministerie verantwoordelijk houdt voor die stap. Het ministerie van Infrastructuur en Milieu heeft geen juridische dan wel enige andere rol ten aanzien van het door u genoemde convenant uit 2013. In dit convenant zijn onder meer afspraken gemaakt over transformatie naar PGO 3.0 binnen de kaders van de vigerende wet- en regelgeving. Het ministerie van IenM heeft op verzoek van ProRail op juridisch gebied geadviseerd over de voor het PGO-traject relevante vigerende Europese en nationale aanbestedingswet- en regelgeving. Het is de verantwoordelijkheid van ProRail om keuzes te maken naar aanleiding van deze advisering.

De kwaliteit en veiligheid van het spoor hebben voor mij zeer hoge prioriteit. In de afspraken die het ministerie met ProRail maakt wordt een goede balans tussen kwaliteit en veiligheid zo maximaal mogelijk geborgd. Dit is dan ook vastgelegd in de nieuwe beheerconcessie voor de spoorinfrastructuur die sedert 1 januari van kracht is en in de Beleidsprioriteitenbrief waarin ik ProRail voor 2015 heb verzocht onder meer de focus te richten op de kwaliteit van de infrastructuur en de ILT-aanbevelingen goede navolging te geven in het PGO-traject.



Ik hoop u hiermee voldoende te hebben geïnformeerd.

Hoogachtend,

DE STAATSECRETARIS VAN INFRASTRUCTUUR EN MILIEU,

Wilma J. Mansveld

Bestuurskern
Dir. Openbaar Vervoer en
Spoor
Afd. Infrastructuur

Kenmerk
IENM/BSK-2015/7671

Mansveld hield problemen bij spoor achter

Bart Zuidervaart – 9:14, 31 januari 2018



Werk aan het spoor © ANP

Staatssecretaris Wilma Mansveld (infrastructuur en milieu), nog geen drie maanden in dienst, weet inmiddels welk deel van haar portefeuille onder een vergrootglas ligt: het spoor.

Terwijl Mansveld gisteren naar Brussel afreisde voor topperleg over de gestrande Fyra, riep de oppositie haar voor een ander probleem naar de Tweede Kamer. Op haar ministerie blijkt al ruim een half jaar een kritisch rapport te liggen over spoorbeheerder ProRail, opgesteld door de Inspectie Leefomgeving en Transport. De Kamer wist van niets, totdat de Volkskrant gisteren uit dat rapport citeerde. Daaruit blijkt dat ProRail het spooronderhoud zo goedkoop aanbesteedt, dat dit risico's oplevert voor de veiligheid van de reizigers.

De oppositie, aangevoerd door SP, CDA en PVV, vroeg Mansveld gisterochtend onmiddellijk om opheldering. De staatssecretaris stuurde het inspectierapport vervolgens alsnog naar de Tweede Kamer. In een begeleidende brief schrijft ze: 'Voor uw informatiepositie was het wellicht beter geweest om de Kamer te informeren over het bestaan van het onderzoek.'

Daarmee is de kou voor Mansveld niet uit de lucht. In november vorig jaar werd de staatssecretaris tijdens een Kamerdebat geconfronteerd met kritiek van spoorannemer Regio Rail, die waarschuwde voor onveiligheid vanwege het aanbestedingsbeleid van ProRail. Mansveld antwoordde een maand later in een brief: de conclusies van de aannemer waren 'onvoldoende gefundeerd en voorbarig'. Over het bestaan van het kritische ProRail rapport, dat de lezing van Regio Rail onderschrijft, repte ze met geen woord.

Mansveld wacht later vandaag, nadat het crisisberaad in Brussel over de Fyra is afgelopen, een debat met de Tweede Kamer over de kwestie. Farshad Bashir (SP) dreigt een motie van wantrouwen in te dienen tegen de PvdA-staatssecretaris. "Ik besef dat dit het zwaarste middel is, maar voor mij staat hier de vertrouwensvraag ter discussie", zegt Bashir. Of die motie er daadwerkelijk komt, hangt af van de verdediging van Mansveld. Een deel van de Kamer wil

ook dat minister Melanie Schultz (infrastructuur en milieu) bij het debat aanwezig is. Zij besloot vorig jaar zomer het ProRail-rapport niet met de Kamer te delen. Of Schultz naar de Kamer komt, is onzeker. De kritiek richt zich dan ook vooral op Mansveld. Zij had, vindt de oppositie, in de brief van december melding moeten maken van het onderzoek.

De verwachting is dat het Kamerdebat van vanmiddag met een sisser afloopt voor Mansveld. De coalitiepartijen en een deel van de oppositie zullen een eventuele motie van wantrouwen niet steunen. "Mansveld is ons een uitleg verschuldigd", zegt Liesbeth van Tongeren van GroenLinks. "Het lijkt er op dat Schultz het spoordossier niet goed heeft overgedragen. Maar ik vind het niet verstandig om gelijk met zo'n zwaar wapen te schermen. Daar wordt het bot van." PvdA-Kamerlid Duco Hoogland noemt een motie van wantrouwen 'buiten elke proportie'. Hij neemt genoegen met de uitleg van Mansveld, hoewel hij het 'chagrijn' in de Kamer begrijpt.

Voor de staatssecretaris is het hopen dat ze vandaag ook kan melden dat er een tijdelijke oplossing voor de niet-rijdende Fyra is gevonden. In de Kamer is nog meer irritatie over het hogesnelheidsdebaclé dan over het ProRail-rapport. Van Tongeren: "Dat eerste is een acuut probleem dat vele reizigers raakt."

Aannemer Regio Rail geeft ProRail veeg uit de pan



De opening van de Zandhazenbrug bij Almere, door ProRail. De brug is een van de projecten waar Cornelissen over klaagde.

© ANP

De baas van aannemer Regio Rail heeft vorig jaar flink geklaagd over ProRail. In een brief aan minister Schultz van Infrastructuur en Milieu maakte Piet Cornelissen ProRail stevige verwijten.

Regio Rail had destijds vijf projecten voor ProRail in uitvoering. Bij Maastricht werd gewerkt nabij de A2, en dat ging 'redelijk goed'. De overige vier projecten, nabij de A15 Botlek, nabij de N81, Meppelerdiepsluis en de Zandhazenbrug Almere, verliepen 'dramatisch slecht'.

Volgens Cornelissen kwam dit onder meer door een gebrek aan geld bij ProRail. Maar hij "miste van de kant van ProRail ook de echte wil om van de projecten iets goeds te maken". Cornelissen schetst vervolgens "een beeld van de zaken die de huidige situatie typeren" en die naar zijn oordeel "niet kunnen" (sic).

'Onder druk zetten'
Zo is er soms tijdelijk geen projectleider, of zijn er veel wisselingen, ontkent ProRail problemen en wil het de wettelijke prijsverhoging van rode diesel niet betalen. Cornelissen schrijft verder dat ProRail "illegaal geld achterhoudt met als doel (aannemers) onder druk te zetten".

Door late besluitvorming zouden aannemers projecten niet op tijd kunnen opleveren, tenzij ze veel extra kosten maken. Verzoeken tot meerwerk of wijzigingen van projecten zouden niet worden afgewikkeld, worden ontkend of verdraaid. "Alles met het doel niet te betalen voor extra werkzaamheden."



Bouwwerkzaamheden bij de A2-tunnel in Maastricht, waar Regio Rail ook aan meebouwt.

'Situatie **niet** **veranderd'**

Cornelissen steekt voor een deel de hand in eigen boezem, door te schrijven dat ook aan de zijde van de aannemers lang niet altijd alles op orde is en zaken moeten veranderen. Hij eindigt zijn brief met de hoop beter met ProRail samen te kunnen werken.

In een reactie laat Regio Rail weten dat er nog niets veranderd is. "Wij hebben verzocht om een gesprek, maar dat heeft nog niet plaatsgevonden", zegt de woordvoerder.

Tracémanager ProRail: *[Naam speler]*

Manager Operatie & Onderhoud ProRail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

Er is discussie over een VTW (Verzoek Tot Wijziging, ofwel verzoek tot extra werk, zie bijlage). Deze VTW is afgewezen door ProRail (zie bijlage). Hierover moet nog discussie gevoerd worden.

De directeur van Regio Rail is het niet eens met de wijze waarop onderhoudscontracten op de markt worden gezet. Hij heeft een brief gestuurd naar het ministerie om de situatie aanhangig te maken. Het ministerie heeft daarop een brief teruggestuurd (zie bijlage) en toegezegd de zaak te onderzoeken. Daarnaast is de directeur van Regio Rail veelvuldig in de media verschenen. Twee artikelen zijn ter achtergrondinformatie meegezonden (zie bijlage).

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

Verzoek Tot Wijziging nr. 05

Datum: 15-02-2018

Indiener: Regio Rail

Aanleiding: de rode dieselprijzen zijn gestegen

Bedrag: € 78.200

Motivatie: Als gevolg van gestegen dieselprijzen, doe ik deze verzoek tot wijziging voorkomen over de periode 2017. Er is 230.000 liter verbruikt. Er is gerekend tijdens de aanbesteding met een inkoopsprijs van € 1,12 cent per liter. Inmiddels is de dieselprijs gestegen naar € 1,46.

Aldus de contractmanager

In te vullen door ProRail:

Geaccepteerd: ~~JA~~/NEEN

Reden ProRail: U heeft een aanbieding gedaan. Daarmee bent u akkoord gegaan met Annex IV Indexeringsregeling. Hierin staat dat u beperkte indexatie mag invoeren conform de indexeringsregeling van het CBS. De inflatie over 2017 staat vast op 1,02%. Daarnaast betwijfelen wij of u heeft gerekend met marktprijzen. De ingediende dieselprijs tijdens de aanbesteding van € 1,12 lijkt ons aan de lage kant. De dieselprijs van € 1,46 in de VTW lijkt ons aan de hoge kant.

Aldus de tracémanager

Annex IV Indexeringsregeling

Artikel 2 – Indexatieberekening

2.1 Indexatie over de levering van producten geschiedt eens per jaar met een maximum van de door de CBS vastgestelde inflatie over het desbetreffende jaar.

E-mail contractjurist ProRail

Verzoek Tot Wijziging Nr 5

Verzonden: 10-02-2018 14:02

Aan: Tracémanager

Beste tracémanager,

Zoals verzocht heb ik gekeken naar meerwerk nr 5 van Regio Rail. Deze keur ik af vanwege:

- de indexatiepercentage is niet conform indexeringsregeling in Annex IV. Conform deze regeling stel ik de inflatie voor 2017 vast op 1,02%. Dit is het maximum dat Regio Rail mag claimen
- De prijzen lijken niet marktconform te zijn. Ik vermoed dat Regio Rail heeft ingeschreven met goedkope dieselprijzen en dat de claim is uitgegaan van zeer hoge dieselprijzen.

Graag Regio Rail de indexeringsregeling CBS te hanteren van maximaal 1,02% en marktconforme prijzen hanteren.

Met vriendelijke groet,

Michael Jacobs
Contractjurist ProRail



> Retouradres Postbus 20901 2500 EX Den Haag

RegioRail
t.a.v. de heer P. Cornelissen
Postbus 1025
3600 BA Maarssen

Bestuurskern
Dir. Openbaar Vervoer en
Spoor
Afd. Infrastructuur
Plesmanweg 1-6
2597 JG Den Haag

Postbus 20901
2500 EX Den Haag

T 070 456 000
F 070 456 111

Kanmerk
IENM/BSK.2015/7671

Datum 15 JAN, 2018
Betreft Reactie brief d.d. 12 januari 2018

Geachte heer Cornelissen,

U heeft 12 januari 2018 een brief aan mijn collega minister Schultz-van Haegen gericht met als belangrijkste onderwerp het prestatie gericht onderhoud op het spoor (PGO). Omdat de PGO transformatie binnen de spoorportefeuille valt, reageer ik op uw brief.

Ik ga samen met de secretaris-generaal de heer Riedstra op korte termijn met de stuurgroep PGO in gesprek om door te spreken over de ontstane situatie. Om geen verkeerde verwachtingen te wekken wijs ik u op het feit dat ProRail als uitvoeringsorganisatie de volledige verantwoordelijkheid draagt voor het PGO-traject en de aanpak en besluiten die hierin worden genomen. Ik heb in deze de rol van concessieveriener voor het beheer, onderhoud en vervanging op het spoor. Dat betekent dat het ministerie ProRail vanuit deze rol wel op de prestaties aanspreekt, maar geen directe interventies kan doen in bijvoorbeeld de onderhoudsstrategie.

In uw brief schrijft u dat ProRail eenzijdig het convenant PGO 3.0 opzegt en dat u het ministerie verantwoordelijk houdt voor die stap. Het ministerie van Infrastructuur en Milieu heeft geen juridische dan wel enige andere rol ten aanzien van het door u genoemde convenant uit 2013. In dit convenant zijn onder meer afspraken gemaakt over transformatie naar PGO 3.0 binnen de kaders van de vigerende wet- en regelgeving. Het ministerie van IenM heeft op verzoek van ProRail op juridisch gebied geadviseerd over de voor het PGO-traject relevante vigerende Europese en nationale aanbestedingswet- en regelgeving. Het is de verantwoordelijkheid van ProRail om keuzes te maken naar aanleiding van deze advisering.

De kwaliteit en veiligheid van het spoor hebben voor mij zeer hoge prioriteit. In de afspraken die het ministerie met ProRail maakt wordt een goede balans tussen kwaliteit en veiligheid zo maximaal mogelijk geborgd. Dit is dan ook vastgelegd in de nieuwe beheerconcessie voor de spoorinfrastructuur die sedert 1 januari van kracht is en in de Beleidsprioriteitenbrief waarin ik ProRail voor 2015 heb verzocht onder meer de focus te richten op de kwaliteit van de infrastructuur en de ILT-aanbevelingen goede navolging te geven in het PGO-traject.



Ik hoop u hiermee voldoende te hebben geïnformeerd.

Hoogachtend,

DE STAATSECRETARIS VAN INFRASTRUCTUUR EN MILIEU,

Wilma J. Mansveld

Bestuurskern
Dir. Openbaar Vervoer en
Spoor
Afd. Infrastructuur

Kenmerk
IENM/BSK-2015/7671

2018

Mansveld hield problemen bij spoor achter

Bart Zuidervaart – 9:14, 31 januari 2018



Werk aan het spoor © ANP

Staatssecretaris Wilma Mansveld (infrastructuur en milieu), nog geen drie maanden in dienst, weet inmiddels welk deel van haar portefeuille onder een vergrootglas ligt: het spoor.

Terwijl Mansveld gisteren naar Brussel afreisde voor topperleg over de gestrande Fyra, riep de oppositie haar voor een ander probleem naar de Tweede Kamer. Op haar ministerie blijkt al ruim een half jaar een kritisch rapport te liggen over spoorbeheerder ProRail, opgesteld door de Inspectie Leefomgeving en Transport. De Kamer wist van niets, totdat de Volkskrant gisteren uit dat rapport citeerde. Daaruit blijkt dat ProRail het spooronderhoud zo goedkoop aanbesteedt, dat dit risico's oplevert voor de veiligheid van de reizigers.

De oppositie, aangevoerd door SP, CDA en PVV, vroeg Mansveld gisterochtend onmiddellijk om opheldering. De staatssecretaris stuurde het inspectierapport vervolgens alsnog naar de Tweede Kamer. In een begeleidende brief schrijft ze: 'Voor uw informatiepositie was het wellicht beter geweest om de Kamer te informeren over het bestaan van het onderzoek.'

Daarmee is de kou voor Mansveld niet uit de lucht. In november vorig jaar werd de staatssecretaris tijdens een Kamerdebat geconfronteerd met kritiek van spoor-aannemer Regio Rail, die waarschuwde voor onveiligheid vanwege het aanbestedingsbeleid van ProRail. Mansveld antwoordde een maand later in een brief: de conclusies van de aannemer waren 'onvoldoende gefundeerd en voorbarig'. Over het bestaan van het kritische ProRail rapport, dat de lezing van Regio Rail onderschrijft, repte ze met geen woord.

Mansveld wacht later vandaag, nadat het crisisberaad in Brussel over de Fyra is afgelopen, een debat met de Tweede Kamer over de kwestie. Farshad Bashir (SP) dreigt een motie van wantrouwen in te dienen tegen de PvdA-staatssecretaris. "Ik besef dat dit het zwaarste middel is, maar voor mij staat hier de vertrouwensvraag ter discussie", zegt Bashir. Of die motie er daadwerkelijk komt, hangt af van de verdediging van Mansveld. Een deel van de Kamer wil ook dat minister Melanie Schultz (infrastructuur en milieu) bij het debat aanwezig is. Zij besloot vorig jaar zomer het ProRail-rapport niet met de Kamer te delen. Of Schultz naar de Kamer komt, is onzeker. De kritiek richt zich dan ook vooral op Mansveld. Zij had, vindt de oppositie, in de brief van december melding moeten maken van het onderzoek.

De verwachting is dat het Kamerdebat van vanmiddag met een sisser afloopt voor Mansveld. De coalitiepartijen en een deel van de oppositie zullen een eventuele motie van wantrouwen niet steunen. "Mansveld is ons een uitleg verschuldigd", zegt Liesbeth van Tongeren van GroenLinks. "Het lijkt er op dat Schultz het spoordossier niet goed heeft overgedragen. Maar ik vind het niet verstandig om gelijk met zo'n zwaar wapen te schermen. Daar wordt het bot van." PvdA-Kamerlid Duco Hoogland noemt een motie van wantrouwen 'buiten elke proportie'. Hij neemt genoegen met de uitleg van Mansveld, hoewel hij het 'chagrijn' in de Kamer begrijpt.

Voor de staatssecretaris is het hopen dat ze vandaag ook kan melden dat er een tijdelijke oplossing voor de niet-rijdende Fyra is gevonden. In de Kamer is nog meer irritatie over het hogesnelheidsdebaacle dan over het ProRail-rapport. Van Tongeren: "Dat eerste is een acuut probleem dat vele reizigers raakt."

Aannemer Regio Rail geeft ProRail veeg uit de pan



De opening van de Zandhazenbrug bij Almere, door ProRail. De brug is een van de projecten waar Cornelissen over klaagde.

© ANP

De baas van aannemer Regio Rail heeft vorig jaar flink geklaagd over ProRail. In een brief aan minister Schultz van Infrastructuur en Milieu maakte Piet Cornelissen ProRail stevige verwijten.

Regio Rail had destijds vijf projecten voor ProRail in uitvoering. Bij Maastricht werd gewerkt nabij de A2, en dat ging 'redelijk goed'. De overige vier projecten, nabij de A15 Botlek, nabij de N81, Meppelerdiepsluis en de Zandhazenbrug Almere, verliepen 'dramatisch slecht'.

Volgens Cornelissen kwam dit onder meer door een gebrek aan geld bij ProRail. Maar hij "miste van de kant van ProRail ook de echte wil om van de projecten iets goeds te maken". Cornelissen schetst vervolgens "een beeld van de zaken die de huidige situatie typeren" en die naar zijn oordeel "niet kunnen" (sic).

'Onder druk zetten'
Zo is er soms tijdelijk geen projectleider, of zijn er veel wisselingen, ontkent ProRail problemen en wil het de wettelijke prijsverhoging van rode diesel niet betalen. Cornelissen schrijft verder dat ProRail "illegaal geld achterhoudt met als doel (aannemers) onder druk te zetten".

Door late besluitvorming zouden aannemers projecten niet op tijd kunnen opleveren, tenzij ze veel extra kosten maken. Verzoeken tot meerwerk of wijzigingen van projecten zouden niet worden afgewikkeld, worden ontkend of verdraaid. "Alles met het doel niet te betalen voor extra werkzaamheden."



Bouwwerkzaamheden bij de A2-tunnel in Maastricht, waar Regio Rail ook aan meebouwt.

'Situatie niet veranderd'
Cornelissen steekt voor een deel de hand in eigen boezem, door te schrijven dat ook aan de zijde van de aannemers lang niet altijd alles op orde is en zaken moeten veranderen. Hij eindigt zijn brief met de hoop beter met ProRail samen te kunnen werken.

In een reactie laat Regio Rail weten dat er nog niets veranderd is. "Wij hebben verzocht om een gesprek, maar dat heeft nog niet plaatsgevonden", zegt de woordvoerder.

Scenario 3.1

Contractmanager Regio Rail: *[Naam speler]*

Bedrijfsleider Regio Rail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De laatste tijd heeft Regio Rail veel TAO's opgelegd gekregen. De tracémanager van ProRail heeft per e-mail zijn zorgen geuit (zie bijlage). Je trekt je deze TAO's aan, want deze TAO's had je niet verwacht. Je besluit je collega Willem te raadplegen. Hij heeft wat punten op de e-mail gezet (zie bijlage). Hij heeft wat punten op de e-mail gezet (zie bijlage). Ook maak je je zorgen om een aantal wissels die dermate slecht zijn, dat ze vervangen moeten worden. Je hebt dit gemeld aan de tracémanager (in bijlage).

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail tracémanager ProRail

Aantal TAO's

Verzonden: 10-03-2018 8:55

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen!

Ik maak me zorgen. Het aantal TAO's neem toe de laatste tijd. Hierbij een overzicht:

Datum	Aard van de TAO	Verantwoordelijke	Aantal minuten
05-02-2018	Wisselverwarming defect	Regio Rail	1266
08-02-2018	Wissel defect	Regio Rail	528
13-02-2018	Seinstoring	Regio Rail	781
23-02-2018	Uitgelopen werkzaamheden	Regio Rail	2566
27-02-2018	Spoorverzakking	Regio Rail	2141
01-03-2018	Overwegstoring	Regio Rail	340
04-03-2018	Uitgelopen werkzaamheden	Regio Rail	917

Je begrijpt dat hier contractuele sancties aan vast zitten. De volgende keer graag bespreken hoe je dit gaat oplossen.

Met vriendelijke groet,

[Naam speler]

Tracémanager

ProRail

E-mail collega contractmanager Regio Rail

Tips & tricks contractmanagement

Verzonden: 15-03-2018 15:32

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemiddag,

Zoals besproken zou ik een aantal tips & tricks op de mail zetten. Wellicht werkt dat in je werk als contractmanager.

- Het contract is bij ProRail vaak strak geregeld. Er is geen andere keuze dan in te schrijven en de boetes en incentives te aanvaarden. Altijd inschrijven dus. En veel vragen stellen voor de nota van inlichtingen bij de aanbestedingen.
- Als je bouwt aan je relatie met de tracémanager, dan krijg je mogelijk meer grip op je kosten. Mijn ervaring is dat een tracémanager ook bereid is mee te denken en niet altijd een boete op te leggen.
- Probeer samen met de tracémanager probeert om oplossingen te bedenken hoe je het aantal TAO's naar beneden kunt bijstellen, dan maak je er een gezamenlijk probleem van.

Succes!

Met vriendelijke groet,

Willem
Contractmanager Regio Rail

E-mail Regio Rail aan tracémanager ProRail

Vervangingsplan wissels

Verzonden: 16-10-2017 09:21

Aan: *[Naam speler Tracémanager ProRail]*

Goedemorgen,

Wij maken ons zorgen om wissels 31A en 31B op emplacement Utrecht Noord. Deze zijn dermate slecht dat we storingen verwachten op korte termijn. Kunnen jullie deze z.s.m. vervangen of ons de opdracht geven deze te vervangen?

De delen van de wissels die slecht zijn: wisseltong versleten, de houten liggers zijn rot waardoor de kraagbouten niet vastgezet kunnen worden, wisselverwarming vertoond kuren.

Graag op korte termijn actie!

Met vriendelijke groet,

[Naam speler]

Contractmanager Regio Rail

Regio Rail heeft een mail gestuurd waarin ProRail wordt gevraagd het gebrekkig onderhoud aan wissels op te lossen (zie bijlage).

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarzetting.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde⁴ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaksnelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

⁴ Baanvakwaarde is 1

Tracémanager ProRail: *[Naam speler]*

Manager Operatie & Onderhoud ProRail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De laatste tijd nemen de TAO's flink toe in het onderhoudsgebied van Regio Rail (zie bijlage). Je hebt een e-mail gestuurd waarin je eist dat er oplossingen voor gevonden worden. Regio Rail heeft een mail gestuurd waarin ProRail wordt gevraagd het gebrekkig onderhoud aan wissels op te lossen (zie bijlage).

Je hebt een artikel gelezen van je collega (in bijlage) hoe hij succesvol is op het gebied van contractmanagement. Het is een best practise van wat goed werkt. Hij vindt dat elke contractmanager op deze wijze moet handelen.

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail tracémanager ProRail

Aantal TAO's

Verzonden: 10-03-2018 8:55

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen!

Ik maak me zorgen. Het aantal TAO's neem toe de laatste tijd. Hierbij een overzicht:

Datum	Aard van de TAO	Verantwoordelijke	Aantal minuten
05-02-2018	Wisselverwarming defect	Regio Rail	1266
08-02-2018	Wissel defect	Regio Rail	528
13-02-2018	Seinstoring	Regio Rail	781
23-02-2018	Uitgelopen werkzaamheden	Regio Rail	2566
27-02-2018	Spoorverzakking	Regio Rail	2141
01-03-2018	Overwegstoring	Regio Rail	340
04-03-2018	Uitgelopen werkzaamheden	Regio Rail	917

Je begrijpt dat hier contractuele sancties aan vast zitten. De volgende keer graag bespreken hoe je dit gaat oplossen.

Met vriendelijke groet,

[Naam speler]

Tracémanager

ProRail

E-mail Regio Rail aan tracémanager ProRail

Vervangingsplan wissels

Verzonden: 16-10-2017 09:21

Aan: *[Naam speler Tracémanager ProRail]*

Goedemorgen,

Wij maken ons zorgen om wissels 31A en 31B op emplacement Utrecht Noord. Deze zijn dermate slecht dat we storingen verwachten op korte termijn. Kunnen jullie deze z.s.m. vervangen of ons de opdracht geven deze te vervangen?

De delen van de wissels die slecht zijn: wisseltong versleten, de houten liggers zijn rot waardoor de kraagbouten niet vastgezet kunnen worden, wisselverwarming vertoond kuren.

Graag op korte termijn actie!

Met vriendelijke groet,

[Naam speler]

Contractmanager Regio Rail

Best practise

Artikel uit het vaktijdschrift 'Contractmanagers unite!'

Interview met een tracémanager ProRail

Hoe lang bent u contractmanager?

'Inmiddels alweer zes jaar. Met veel plezier.'

Wat is je grootste succesfactor?

'Het grootste succes is dat ik gepaste afstand hou in de relatie met mijn gesprekspartners. Ik vind dat een contract zo objectief mogelijk beheerd moet worden. Dat kan alleen wanneer ik mij niet laat leiden door subjectief gedrag. Ik hanteer het contract in zijn meest zuivere vorm. Ik wil met droge ogen kunnen uitleggen waarom ik mijn gesprekspartner een sanctie opleg.'

En dat kan niet als je gelijktijdig

'Kijk, ik probeer zo betrouwbaar wanneer ik een relatie opbouw. meerdere criteria meeweeg in de zoals verzachtende

'Contractmanagers moeten hun contract beter kennen'

een relatie opbouwt?

mogelijk te zijn. Dat kan niet. Dat zou betekenen dat ik beoordeling voor een sanctie, omstandigheden. Zodra ik dat doe, dan weet mijn gesprekspartner niet meer wanneer ik wel en wanneer ik geen sancties opleg.'

Ik begrijp dat je je sancties moet kunnen onderbouwen.

'Zeker. Wanneer een sanctie niet goed onderbouwd is, dan heeft mijn gesprekspartner de mogelijkheid om dat in twijfel te trekken. Als mijn gesprekspartner dat in twijfel brengt, dan gaat de aandacht toe naar of een sanctie wel of niet terecht is. Mijn doel is om de beschikbaarheid van de infrastructuur zo optimaal te laten zijn. Dan zaai ik liever geen verwarring.'

Helpt dat?

'Zeker. Het duurt soms even voordat het kwartje valt. In een onderhoudsgebied die ik onder mijn hoede had enkele jaren terug, presteerde de aannemer niet goed. Ze hadden zich vergist in de hoeveelheid werk en kwamen niet uit met de financiën. Ze moesten toen een keuze maken tussen slecht presteren en veel boetes of goed presteren en weinig boetes. Hoe dan ook maakte zij verlies op dat contract. Na twee jaar consequent prestatie af te dwingen middels het contract, begon de aannemer daadwerkelijk beter te presteren. Nu zijn ze een van de best presterende aannemers.'

Kent u het contract goed?

'Het contract ken ik door en door. De meeste contractmanagers kennen hun contract eigenlijk niet. Contractmanagers moeten hun contract beter kennen. Pas dan kunnen ze de beste prestaties uit de aannemer halen.'

Dank u wel voor uw tijd.

'Graag gedaan.'

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarzetting.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde⁵ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaksnelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

⁵ Baanvakwaarde is 1

Scenario 3.2

Contractmanager Regio Rail: *[Naam speler]*

Bedrijfsleider Regio Rail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De laatste tijd heeft Regio Rail veel TAO's opgelegd gekregen. De tracémanager van ProRail heeft per e-mail zijn zorgen geuit (zie bijlage). Je trekt je deze TAO's aan, want deze TAO's had je niet verwacht. Je besluit je collega Willem te raadplegen. Hij heeft wat punten op de e-mail gezet (zie bijlage). Hij heeft wat punten op de e-mail gezet (zie bijlage). Ook maak je je zorgen om een aantal wissels die dermate slecht zijn, dat ze vervangen moeten worden. Je hebt dit gemeld aan de tracémanager (in bijlage).

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail tracémanager ProRail

Aantal TAO's

Verzonden: 10-03-2018 8:55

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen!

Ik maak me zorgen. Het aantal TAO's neem toe de laatste tijd. Hierbij een overzicht:

Datum	Aard van de TAO	Verantwoordelijke	Aantal minuten
05-02-2018	Wisselverwarming defect	Regio Rail	1266
08-02-2018	Wissel defect	Regio Rail	528
13-02-2018	Seinstoring	Regio Rail	781
23-02-2018	Uitgelopen werkzaamheden	Regio Rail	2566
27-02-2018	Spoorverzakking	Regio Rail	2141
01-03-2018	Overwegstoring	Regio Rail	340
04-03-2018	Uitgelopen werkzaamheden	Regio Rail	917

Je begrijpt dat hier contractuele sancties aan vast zitten. De volgende keer graag bespreken hoe je dit gaat oplossen.

Met vriendelijke groet,

[Naam speler]

Tracémanager

ProRail

E-mail collega contractmanager Regio Rail

Tips & tricks contractmanagement

Verzonden: 15-03-2018 15:32

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemiddag,

Zoals besproken zou ik een aantal tips & tricks op de mail zetten. Wellicht werkt dat in je werk als contractmanager.

- Het contract is bij ProRail vaak strak geregeld. Er is geen andere keuze dan in te schrijven en de boetes en incentives te aanvaarden. Altijd inschrijven dus. En veel vragen stellen voor de nota van inlichtingen bij de aanbestedingen.
- Als je bouwt aan je relatie met de tracémanager, dan krijg je mogelijk meer grip op je kosten. Mijn ervaring is dat een tracémanager ook bereid is mee te denken en niet altijd een boete op te leggen.
- Probeer samen met de tracémanager probeert om oplossingen te bedenken hoe je het aantal TAO's naar beneden kunt bijstellen, dan maak je er een gezamenlijk probleem van.

Succes!

Met vriendelijke groet,

Willem
Contractmanager Regio Rail

E-mail Regio Rail aan tracémanager ProRail

Vervangingsplan wissels

Verzonden: 16-10-2017 09:21

Aan: *[Naam speler Tracémanager ProRail]*

Goedemorgen,

Wij maken ons zorgen om wissels 31A en 31B op emplacement Utrecht Noord. Deze zijn dermate slecht dat we storingen verwachten op korte termijn. Kunnen jullie deze z.s.m. vervangen of ons de opdracht geven deze te vervangen?

De delen van de wissels die slecht zijn: wisseltong versleten, de houten liggers zijn rot waardoor de kraagbouten niet vastgezet kunnen worden, wisselverwarming vertoond kuren.

Graag op korte termijn actie!

Met vriendelijke groet,

[Naam speler]

Contractmanager Regio Rail

Regio Rail heeft een mail gestuurd waarin ProRail wordt gevraagd het gebrekkig onderhoud aan wissels op te lossen (zie bijlage).

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarstelling.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde⁶ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaksnelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

⁶ Baanvakwaarde is 1

Tracémanager ProRail: *[Naam speler]*

Manager Operatie & Onderhoud ProRail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De laatste tijd nemen de TAO's flink toe in het onderhoudsgebied van Regio Rail (zie bijlage). Je hebt een e-mail gestuurd waarin je eist dat er oplossingen voor gevonden worden. Regio Rail heeft een mail gestuurd waarin ProRail wordt gevraagd het gebrekkig onderhoud aan wissels op te lossen (zie bijlage).

Er is een rapport (in bijlage) verschenen in opdracht van de inspectiedienst van het ministerie. Dit naar aanleiding van klachten van onderhoudsaannemers die hun zorgen hebben geuit naar de minister. Het rapport concludeert dat ProRail te juridisch en financieel stuurt op de prestatiecontracten. Dit moet anders, vindt ook de directeur Asset Management in zijn e-mail (in bijlage).

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

Quick scan beheer en onderhoud hoofdspoorweginfrastructuur ProRail

Prestatie gericht onderhoud op het spoor

Inspectie Leefomgeving en Transport – Ministerie van Infrastructuur en Milieu

Versie 1.0, 28 juni 2012

Samenvatting

In 2008 is ProRail begonnen met het uitbesteden van kleinschalig onderhoud door middel van Prestatie Gericht Onderhoud (PGO).

De Inspectie Leefomgeving en Transport (ILT) heeft in de maanden april en mei 2012 een quick scan uitgevoerd naar de werking van PGO-contracten. De ILT concludeert dat PGO in principe een werkbare vorm voor het uitbesteden van klein onderhoud is. De inspectie constateert wel dat door ProRails' uitwerking van en omgang met PGO-contracten een aantal effecten lijkt op te treden dat invloed heeft op de veiligheid.

De interviewers horen uit de gesprekken dat er een aantal aspecten is dat het opstellen van een degelijk onderhoudsprogramma en de uitvoering daarvan in de

weg zou staan:

- normeringen die vaak niet eenduidig zijn;
- objectgegevens die niet altijd compleet en correct zijn (bijv. zoals onderhouds- status en -historie of afkeurcriteria);
- onvolledig zicht op de werkelijke conditie van de infra
- nulmetingen die als nieuw startpunt worden gebruikt (i.p.v. ProRail-gegevens over onderhoud en conditie);
- ontbrekende informatie over verouderingsgedrag;
- ontbrekende gebruiks- en belastingsinformatie.

ProRail geeft aan dat zij PGO-contracten wil gebruiken om de infrastructuur ruim boven bodemwaarde te brengen. Het lijkt er echter op dat het niveau in de praktijk op vele plaatsen feitelijk lager ligt en dus het door ProRail gewenste onderhoudsniveau niet altijd wordt gehaald. Dit komt doordat het onderhoudsniveau van de infrastructuur bij PGO minder lijkt te stijgen dan ProRail wil, in sommige gevallen kan het onderhoudsniveau zelfs dalen en dan is achteruitgang op het gebied van veiligheid aannemelijk.

De inspectie merkt verder op dat PGO-contracten een financiële stimulans bevatten om afwijkingen aan de infrastructuur niet te melden. Bij het niet melden van dergelijke afwijkingen kan ProRail geen beheersmaatregelen treffen, waardoor er onveilige situaties kunnen optreden.

Onderhoudsprogramma's leiden volgens aannemers ook niet altijd tot de benodigde en/of gewenste activiteiten. Vanwege de strenge malusregeling ligt de focus bij de aannemers op het voorkomen van boetes. Hierdoor zullen aannemers zich concentreren op activiteiten met goed meetbare normen, waarmee zij boetes kunnen voorkomen. Aannemers geven aan in sommige gevallen meer energie te willen steken in aspecten die meer bijdragen aan de veilige berijdbaarheid maar zij worden daar door de huidige regeling niet toe gestimuleerd. Hiermee lijkt er sprake te zijn van een onbalans tussen hoofd- en bijzaken in het onderhoud.

De inspectie heeft geconstateerd dat ProRail haar aansturing niet baseert op technische gegevens over de werkelijke conditie van de infrastructuur, maar op afgeleide indicatoren, zoals beschikbaarheid van de infrastructuur, of afwijkingen, waaronder spoorspattingen.

De huidige invulling van PGO-contracten leidt tot een formele en juridische verstandhouding tussen ProRail en de aannemer. Deze invulling hindert een open werkrelatie en staat op gespannen voet met de gezamenlijke verantwoordelijkheid voor het spooronderhoud.

Uit de gesprekken is naar voren gekomen dat de korte looptijd van PGO-contracten (vijf jaar) er toe kan leiden dat in het laatste jaar van het contract inspanningen door de aannemer zoveel mogelijk worden teruggebracht tot het in het contract verplichte minimum waardoor de onderhoudstoestand verslechtert.

Conclusie

De inspectie concludeert dat PGO als basis kan dienen voor uitbesteding van kleinschalig onderhoud, mits dit op een andere wijze wordt ingericht. De formele en juridische houding en relatie tussen aannemers en ProRail die een gezamenlijk optrekken met een gedeelde verantwoordelijkheid met de aannemers in de weg staat, beschouwt de inspectie als een ongewenste situatie. ProRail stuurt strak op het contract in financiële en juridische zin. We constateren dat minder direct gestuurd wordt op veiligheidsaspecten. Vanuit PGO ontstaan risico's die invloed hebben op de veilige berijdbaarheid. Hierover maakt de inspectie zich zorgen. Ook is de inspectie bezorgd over de gebrekkige beschikbaarheid van objectgegevens en het slechte zicht op de werkelijke staat van het onderhoud, omdat dit kans geeft op verborgen gebreken. Enkele van de hierboven aangegeven

risico's verkleinen de veiligheidsmarges. De inspectie heeft niet kunnen vaststellen of zich daadwerkelijk risico's hebben voorgedaan. Daarvoor zal de inspectie aanvullend onderzoek moeten doen. Daarnaast verlangt de inspectie van ProRail dat zij in samenwerking met de aannemers gaat werken aan verbetering van de uitvoering van de PGO-contracten.

ProRail geeft aan al stappen te zetten om de PGO-contracten en de aansturing te verbeteren, hiertoe is zij sinds kort in gesprek met de aannemers. De ILT heeft nog onvoldoende kennis kunnen nemen van de verbeteracties om daar over te kunnen oordelen.

E-mail directeur Asset Management ProRail

Strak sturen op het contract

Verzonden: 02-02-2018 12:51

Aan: Tracémanagers

Cc: Managers Operatie & Onderhoud

Beste tracémanagers,

Onlangs is er een rapport uitgekomen van de Inspectie Leefomgeving en Transport. Jullie hebben dit inmiddels kunnen vernemen. Het blijkt dat wij sterk sturen op de financieel en juridische aspecten. Daar moet verandering in komen.

Ik verzoek jullie dan ook met respect met de ander om te gaan en samen met hen te onderzoeken hoe de prestaties van de spoorinfrastructuur verbeterd kunnen worden.

Met vriendelijke groet,

Karel Speelwijde
Directeur Asset Management
ProRail

E-mail tracémanager ProRail

Aantal TAO's

Verzonden: 10-03-2018 8:55

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen!

Ik maak me zorgen. Het aantal TAO's neem toe de laatste tijd. Hierbij een overzicht:

Datum	Aard van de TAO	Verantwoordelijke	Aantal minuten
05-02-2018	Wisselverwarming defect	Regio Rail	1266
08-02-2018	Wissel defect	Regio Rail	528
13-02-2018	Seinstoring	Regio Rail	781
23-02-2018	Uitgelopen werkzaamheden	Regio Rail	2566
27-02-2018	Spoorverzakking	Regio Rail	2141
01-03-2018	Overwegstoring	Regio Rail	340
04-03-2018	Uitgelopen werkzaamheden	Regio Rail	917

Je begrijpt dat hier contractuele sancties aan vast zitten. De volgende keer graag bespreken hoe je dit gaat oplossen.

Met vriendelijke groet,

[Naam speler]

Tracémanager

ProRail

E-mail Regio Rail aan tracémanager ProRail

Vervangingsplan wissels

Verzonden: 16-10-2017 09:21

Aan: *[Naam speler Tracémanager ProRail]*

Goedemorgen,

Wij maken ons zorgen om wissels 31A en 31B op emplacement Utrecht Noord. Deze zijn dermate slecht dat we storingen verwachten op korte termijn. Kunnen jullie deze z.s.m. vervangen of ons de opdracht geven deze te vervangen?

De delen van de wissels die slecht zijn: wisseltong versleten, de houten liggers zijn rot waardoor de kraagbouten niet vastgezet kunnen worden, wisselverwarming vertoond kuren.

Graag op korte termijn actie!

Met vriendelijke groet,

[Naam speler]

Contractmanager Regio Rail

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarzetting.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde⁷ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

⁷ Baanvakwaarde is 1

Scenario 3.3

Contractmanager Regio Rail: *[Naam speler]*

Bedrijfsleider Regio Rail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De laatste tijd heeft Regio Rail veel TAO's opgelegd gekregen. De tracémanager van ProRail heeft per e-mail zijn zorgen geuit (zie bijlage). Je trekt je deze TAO's aan, want deze TAO's had je niet verwacht. Je besluit je collega Willem te raadplegen. Hij heeft wat punten op de e-mail gezet (zie bijlage). Hij heeft wat punten op de e-mail gezet (zie bijlage). Ook maak je je zorgen om een aantal wissels die dermate slecht zijn, dat ze vervangen moeten worden. Je hebt dit gemeld aan de tracémanager (in bijlage).

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail tracémanager ProRail

Aantal TAO's

Verzonden: 10-03-2018 8:55

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen!

Ik maak me zorgen. Het aantal TAO's neem toe de laatste tijd. Hierbij een overzicht:

Datum	Aard van de TAO	Verantwoordelijke	Aantal minuten
05-02-2018	Wisselverwarming defect	Regio Rail	1266
08-02-2018	Wissel defect	Regio Rail	528
13-02-2018	Seinstoring	Regio Rail	781
23-02-2018	Uitgelopen werkzaamheden	Regio Rail	2566
27-02-2018	Spoorverzakking	Regio Rail	2141
01-03-2018	Overwegstoring	Regio Rail	340
04-03-2018	Uitgelopen werkzaamheden	Regio Rail	917

Je begrijpt dat hier contractuele sancties aan vast zitten. De volgende keer graag bespreken hoe je dit gaat oplossen.

Met vriendelijke groet,

[Naam speler]

Tracémanager

ProRail

E-mail collega contractmanager Regio Rail

Tips & tricks contractmanagement

Verzonden: 15-03-2018 15:32

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemiddag,

Zoals besproken zou ik een aantal tips & tricks op de mail zetten. Wellicht werkt dat in je werk als contractmanager.

- Het contract is bij ProRail vaak strak geregeld. Toch komt het geregeld voor dat ProRail scopewijzigingen doorvoert zonder dat je de mogelijkheid daarvoor een aanbieding te maken. Tip: pak het contract erbij en kijk precies wat wel en niet kan.
- ProRail dient zijn zienswijze te onderbouwen. Vaak is dat subjectief. Dat kun je aanvechten via het contract. Wellicht kun je op die wijze beter grip krijgen op je uitgaven.
- In het contract staat bijvoorbeeld dat je het tracéteam van ongevraagd advies voorziet. Doe dat vooral. In mijn ervaring hebben ze meestal geen geld om het advies in te willigen. Als je dan een TAO krijgt, dan kun je verwijzen naar dat advies. Zij hebben er niets mee gedaan, nu treden er storingen op. De TAO is dan niet voor de aannemer.
- Je hebt het recht om te escaleren als je er niet uitkomt met je gesprekspartner. Bespreek dat en escaleer vervolgens.

Succes!

Met vriendelijke groet,

Willem
Contractmanager Regio Rail

E-mail Regio Rail aan tracémanager ProRail

Vervangingsplan wissels

Verzonden: 16-10-2017 09:21

Aan: *[Naam speler Tracémanager ProRail]*

Goedemorgen,

Wij maken ons zorgen om wissels 31A en 31B op emplacement Utrecht Noord. Deze zijn dermate slecht dat we storingen verwachten op korte termijn. Kunnen jullie deze z.s.m. vervangen of ons de opdracht geven deze te vervangen?

De delen van de wissels die slecht zijn: wisseltong versleten, de houten liggers zijn rot waardoor de kraagbouten lastig blijven zitten, wisselverwarming vertoond kuren.

Graag op korte termijn actie!

Met vriendelijke groet,

[Naam speler]

Contractmanager Regio Rail

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarstelling.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde⁸ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

⁸ Baanvakwaarde is 1

Tracémanager ProRail: *[Naam speler]*

Manager Operatie & Onderhoud ProRail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De laatste tijd nemen de TAO's flink toe in het onderhoudsgebied van Regio Rail (zie bijlage). Je hebt een e-mail gestuurd waarin je eist dat er oplossingen voor gevonden worden. Regio Rail heeft een mail gestuurd waarin ProRail wordt gevraagd het gebrekkig onderhoud aan wissels op te lossen (zie bijlage).

Er is een rapport (in bijlage) verschenen in opdracht van de inspectiedienst van het ministerie. Dit naar aanleiding van klachten van onderhoudsaannemers die hun zorgen hebben geuit naar de minister. Het rapport concludeert dat ProRail te juridisch en financieel stuurt op de prestatiecontracten. Dit moet anders, vindt ook de directeur Asset Management in zijn e-mail (in bijlage).

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

Quick scan beheer en onderhoud hoofdspoorweginfrastructuur ProRail

Prestatie gericht onderhoud op het spoor

Inspectie Leefomgeving en Transport – Ministerie van Infrastructuur en Milieu

Versie 1.0, 28 juni 2012

Samenvatting

In 2008 is ProRail begonnen met het uitbesteden van kleinschalig onderhoud door middel van Prestatie Gericht Onderhoud (PGO).

De Inspectie Leefomgeving en Transport (ILT) heeft in de maanden april en mei 2012 een quick scan uitgevoerd naar de werking van PGO-contracten. De ILT concludeert dat PGO in principe een werkbare vorm voor het uitbesteden van klein onderhoud is. De inspectie constateert wel dat door ProRails' uitwerking van en omgang met PGO-contracten een aantal effecten lijkt op te treden dat invloed heeft op de veiligheid.

De interviewers horen uit de gesprekken dat er een aantal aspecten is dat het opstellen van een degelijk onderhoudsprogramma en de uitvoering daarvan in de

weg zou staan:

- normeringen die vaak niet eenduidig zijn;
- objectgegevens die niet altijd compleet en correct zijn (bijv. zoals onderhouds- status en -historie of afkeurcriteria);
- onvolledig zicht op de werkelijke conditie van de infra
- nulmetingen die als nieuw startpunt worden gebruikt (i.p.v. ProRail-gegevens over onderhoud en conditie);
- ontbrekende informatie over verouderingsgedrag;
- ontbrekende gebruiks- en belastingsinformatie.

ProRail geeft aan dat zij PGO-contracten wil gebruiken om de infrastructuur ruim boven bodemwaarde te brengen. Het lijkt er echter op dat het niveau in de praktijk op vele plaatsen feitelijk lager ligt en dus het door ProRail gewenste onderhoudsniveau niet altijd wordt gehaald. Dit komt doordat het onderhoudsniveau van de infrastructuur bij PGO minder lijkt te stijgen dan ProRail wil, in sommige gevallen kan het onderhoudsniveau zelfs dalen en dan is achteruitgang op het gebied van veiligheid aannemelijk.

De inspectie merkt verder op dat PGO-contracten een financiële stimulans bevatten om afwijkingen aan de infrastructuur niet te melden. Bij het niet melden van dergelijke afwijkingen kan ProRail geen beheersmaatregelen treffen, waardoor er onveilige situaties kunnen optreden.

Onderhoudsprogramma's leiden volgens aannemers ook niet altijd tot de benodigde en/of gewenste activiteiten. Vanwege de strenge malusregeling ligt de focus bij de aannemers op het voorkomen van boetes. Hierdoor zullen aannemers zich concentreren op activiteiten met goed meetbare normen, waarmee zij boetes kunnen voorkomen. Aannemers geven aan in sommige gevallen meer energie te willen steken in aspecten die meer bijdragen aan de veilige berijdbaarheid maar zij worden daar door de huidige regeling niet toe gestimuleerd. Hiermee lijkt er sprake te zijn van een onbalans tussen hoofd- en bijzaken in het onderhoud.

De inspectie heeft geconstateerd dat ProRail haar aansturing niet baseert op technische gegevens over de werkelijke conditie van de infrastructuur, maar op afgeleide indicatoren, zoals beschikbaarheid van de infrastructuur, of afwijkingen, waaronder spoorspattingen.

De huidige invulling van PGO-contracten leidt tot een formele en juridische verstandhouding tussen ProRail en de aannemer. Deze invulling hindert een open werkrelatie en staat op gespannen voet met de gezamenlijke verantwoordelijkheid voor het spooronderhoud.

Uit de gesprekken is naar voren gekomen dat de korte looptijd van PGO-contracten (vijf jaar) er toe kan leiden dat in het laatste jaar van het contract inspanningen door de aannemer zoveel mogelijk worden teruggebracht tot het in het contract verplichte minimum waardoor de onderhoudstoestand verslechtert.

Conclusie

De inspectie concludeert dat PGO als basis kan dienen voor uitbesteding van kleinschalig onderhoud, mits dit op een andere wijze wordt ingericht. De formele en juridische houding en relatie tussen aannemers en ProRail die een gezamenlijk optrekken met een gedeelde verantwoordelijkheid met de aannemers in de weg staat, beschouwt de inspectie als een ongewenste situatie. ProRail stuurt strak op het contract in financiële en juridische zin. We constateren dat minder direct gestuurd wordt op veiligheidsaspecten. Vanuit PGO ontstaan risico's die invloed hebben op de veilige berijdbaarheid. Hierover maakt de inspectie zich zorgen. Ook is de inspectie bezorgd over de gebrekkige beschikbaarheid van objectgegevens en het slechte zicht op de werkelijke staat van het onderhoud, omdat dit kans geeft op verborgen gebreken. Enkele van de hierboven aangegeven

risico's verkleinen de veiligheidsmarges. De inspectie heeft niet kunnen vaststellen of zich daadwerkelijk risico's hebben voorgedaan. Daarvoor zal de inspectie aanvullend onderzoek moeten doen. Daarnaast verlangt de inspectie van ProRail dat zij in samenwerking met de aannemers gaat werken aan verbetering van de uitvoering van de PGO-contracten.

ProRail geeft aan al stappen te zetten om de PGO-contracten en de aansturing te verbeteren, hiertoe is zij sinds kort in gesprek met de aannemers. De ILT heeft nog onvoldoende kennis kunnen nemen van de verbeteracties om daar over te kunnen oordelen.

E-mail directeur Asset Management ProRail

Strak sturen op het contract

Verzonden: 02-02-2018 12:51

Aan: Tracémanagers

Cc: Managers Operatie & Onderhoud

Beste tracémanagers,

Onlangs is er een rapport uitgekomen van de Inspectie Leefomgeving en Transport. Jullie hebben dit inmiddels kunnen vernemen. Het blijkt dat wij sterk sturen op de financieel en juridische aspecten. Daar moet verandering in komen.

Ik verzoek jullie dan ook met respect met de ander om te gaan en samen met hen te onderzoeken hoe de prestaties van de spoorinfrastructuur verbeterd kunnen worden.

Met vriendelijke groet,

Karel Speelwijde
Directeur Asset Management
ProRail

E-mail tracémanager ProRail

Aantal TAO's

Verzonden: 10-03-2018 8:55

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen!

Ik maak me zorgen. Het aantal TAO's neem toe de laatste tijd. Hierbij een overzicht:

Datum	Aard van de TAO	Verantwoordelijke	Aantal minuten
05-02-2018	Wisselverwarming defect	Regio Rail	1266
08-02-2018	Wissel defect	Regio Rail	528
13-02-2018	Seinstoring	Regio Rail	781
23-02-2018	Uitgelopen werkzaamheden	Regio Rail	2566
27-02-2018	Spoorverzakking	Regio Rail	2141
01-03-2018	Overwegstoring	Regio Rail	340
04-03-2018	Uitgelopen werkzaamheden	Regio Rail	917

Je begrijpt dat hier contractuele sancties aan vast zitten. De volgende keer graag bespreken hoe je dit gaat oplossen.

Met vriendelijke groet,

[Naam speler]

Tracémanager

ProRail

E-mail Regio Rail aan tracémanager ProRail

Vervangingsplan wissels

Verzonden: 16-10-2017 09:21

Aan: *[Naam speler Tracémanager ProRail]*

Goedemorgen,

Wij maken ons zorgen om wissels 31A en 31B op emplacement Utrecht Noord. Deze zijn dermate slecht dat we storingen verwachten op korte termijn. Kunnen jullie deze z.s.m. vervangen of ons de opdracht geven deze te vervangen?

De delen van de wissels die slecht zijn: wisseltong versleten, de houten liggers zijn rot waardoor de kraagbouten lastig blijven zitten, wisselverwarming vertoond kuren.

Graag op korte termijn actie!

Met vriendelijke groet,

[Naam speler]

Contractmanager Regio Rail

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarzetting.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde⁹ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaksnelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

⁹ Baanvakwaarde is 1

Scenario 3.4

Contractmanager Regio Rail: *[Naam speler]*

Bedrijfsleider Regio Rail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staan vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De laatste tijd heeft Regio Rail veel TAO's opgelegd gekregen. De tracémanager van ProRail heeft per e-mail zijn zorgen geuit (zie bijlage). Je trekt je deze TAO's aan, want deze TAO's had je niet verwacht. Je besluit je collega Willem te raadplegen. Hij heeft wat punten op de e-mail gezet (zie bijlage). Ook maak je je zorgen om een aantal wissels die dermate slecht zijn, dat ze vervangen moeten worden. Je hebt dit gemeld aan de tracémanager (in bijlage).

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail tracémanager ProRail

Aantal TAO's

Verzonden: 10-03-2018 8:55

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen!

Ik maak me zorgen. Het aantal TAO's neem toe de laatste tijd. Hierbij een overzicht:

Datum	Aard van de TAO	Verantwoordelijke	Aantal minuten
05-02-2018	Wisselverwarming defect	Regio Rail	1266
08-02-2018	Wissel defect	Regio Rail	528
13-02-2018	Seinstoring	Regio Rail	781
23-02-2018	Uitgelopen werkzaamheden	Regio Rail	2566
27-02-2018	Spoorverzakking	Regio Rail	2141
01-03-2018	Overwegstoring	Regio Rail	340
04-03-2018	Uitgelopen werkzaamheden	Regio Rail	917

Je begrijpt dat hier contractuele sancties aan vast zitten. De volgende keer graag bespreken hoe je dit gaat oplossen.

Met vriendelijke groet,

[Naam speler]

Tracémanager

ProRail

E-mail collega contractmanager Regio Rail

Tips & tricks contractmanagement

Verzonden: 15-03-2018 15:32

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemiddag,

Zoals besproken zou ik een aantal tips & tricks op de mail zetten. Wellicht werkt dat in je werk als contractmanager.

- Het contract is bij ProRail vaak strak geregeld. Toch komt het geregeld voor dat ProRail scopewijzigingen doorvoert zonder dat je de mogelijkheid daarvoor een aanbieding te maken. Tip: pak het contract erbij en kijk precies wat wel en niet kan.
- ProRail dient zijn zienswijze te onderbouwen. Vaak is dat subjectief. Dat kun je aanvechten via het contract. Wellicht kun je op die wijze beter grip krijgen op je uitgaven.
- In het contract staat bijvoorbeeld dat je het tracéteam van ongevraagd advies voorziet. Doe dat vooral. In mijn ervaring hebben ze meestal geen geld om het advies in te willigen. Als je dan een TAO krijgt, dan kun je verwijzen naar dat advies. Zij hebben er niets mee gedaan, nu treden er storingen op. De TAO is dan niet voor de aannemer.
- Je hebt het recht om te escaleren als je er niet uitkomt met je gesprekspartner. Bespreek dat en escaleer vervolgens.

Succes!

Met vriendelijke groet,

Willem
Contractmanager Regio Rail

E-mail Regio Rail aan tracémanager ProRail

Vervangingsplan wissels

Verzonden: 16-10-2017 09:21

Aan: *[Naam speler Tracémanager ProRail]*

Goedemorgen,

Wij maken ons zorgen om wissels 31A en 31B op emplacement Utrecht Noord. Deze zijn dermate slecht dat we storingen verwachten op korte termijn. Kunnen jullie deze z.s.m. vervangen of ons de opdracht geven deze te vervangen?

De delen van de wissels die slecht zijn: wisseltong versleten, de houten liggers zijn rot waardoor de kraagbouten lastig blijven zitten, wisselverwarming vertoond kuren.

Graag op korte termijn actie!

Met vriendelijke groet,

[Naam speler]

Contractmanager Regio Rail

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarzetting.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde¹⁰ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

¹⁰ Baanvakwaarde is 1

Tracémanager ProRail: *[Naam speler]*

Manager Operatie & Onderhoud ProRail: *[Naam speler]*

Inleiding

ProRail wil de prestaties op het spoor verbeteren tegen lagere onderhoudskosten. Onderhoudsaannemers voeren dit onderhoud uit. Middels prestatiecontracten rekent ProRail af met onderhoudsaannemers naar gelang de (gemeten) prestaties van dat contract. Onderhoudsaannemers bepalen zelf de mate en frequentie van het onderhoud. Groot onderhoud, zoals bijvoorbeeld het vervangen van wissels en lange stukken spoor, zit niet in het onderhoudscontract. ProRail besteedt deze aan en projectaannemers leveren de vernieuwingswerkzaamheden op aan ProRail, waarna deze in onderhoud worden genomen door de onderhoudsaannemers.

Situatie

Eén van de gemeten prestaties zijn de hoeveelheid treindienst aantastende onregelmatigheden, ook wel TAO's genoemd. Een beoordelingssysteem wijst elke TAO toe aan een veroorzaker, zoals bijvoorbeeld de aannemer of de vervoerder. Er is geregeld discussie over die toewijzing, aangezien het vaak minder eenduidig is wie de veroorzaker is. De veroorzaker krijgt een boete bij het veroorzaken van een TAO. De hoogte van de boete wordt bepaald aan de hand van hoeveelheid treinhinder en de duur ervan. De berekening hiervan staat vastgesteld in de overeenkomsten tussen ProRail en de aannemers. Daarnaast worden aannemers verplicht om afwijkingen te melden. Doen zij dat niet, dan kan ProRail een boete opleggen. Afwijkingen zijn normeringen om te bepalen of een object voldoet aan de minimale vereisten. Als de afwijking van een object beneden de norm komt, dan dient het treinverkeer geheel stilgelegd te worden.

De laatste tijd nemen de TAO's flink toe in het onderhoudsgebied van Regio Rail (zie bijlage). Je hebt een e-mail gestuurd waarin je eist dat er oplossingen voor gevonden worden. Regio Rail heeft een mail gestuurd waarin ProRail wordt gevraagd het gebrekkig onderhoud aan wissels op te lossen (zie bijlage).

Je hebt een artikel gelezen van je collega (in bijlage) hoe hij succesvol is op het gebied van contractmanagement. Het is een best practice van wat goed werkt. Hij vindt dat elke contractmanager op deze wijze moet handelen.

Onderhandeling

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg.

Regels

De tracémanager van ProRail en de contractmanager van de aannemer hebben hun normale overleg. Zij zijn de primaire spelers. Zij hebben ondersteuning van secundaire spelers, hun managers, waarmee ze overleg kunnen voeren. Direct contact tussen de secundaire spelers is mogelijk, op initiatief van de primaire spelers.

E-mail tracémanager ProRail

Aantal TAO's

Verzonden: 10-03-2018 8:55

Aan: *[Naam speler Contractmanager Regio Rail]*

Goedemorgen!

Ik maak me zorgen. Het aantal TAO's neem toe de laatste tijd. Hierbij een overzicht:

Datum	Aard van de TAO	Verantwoordelijke	Aantal minuten
05-02-2018	Wisselverwarming defect	Regio Rail	1266
08-02-2018	Wissel defect	Regio Rail	528
13-02-2018	Seinstoring	Regio Rail	781
23-02-2018	Uitgelopen werkzaamheden	Regio Rail	2566
27-02-2018	Spoorverzakking	Regio Rail	2141
01-03-2018	Overwegstoring	Regio Rail	340
04-03-2018	Uitgelopen werkzaamheden	Regio Rail	917

Je begrijpt dat hier contractuele sancties aan vast zitten. De volgende keer graag bespreken hoe je dit gaat oplossen.

Met vriendelijke groet,

[Naam speler]

Tracémanager

ProRail

E-mail Regio Rail aan tracémanager ProRail

Vervangingsplan wissels

Verzonden: 16-10-2017 09:21

Aan: *[Naam speler Tracémanager ProRail]*

Goedemorgen,

Wij maken ons zorgen om wissels 31A en 31B op emplacement Utrecht Noord. Deze zijn dermate slecht dat we storingen verwachten op korte termijn. Kunnen jullie deze z.s.m. vervangen of ons de opdracht geven deze te vervangen?

De delen van de wissels die slecht zijn: wisseltong versleten, de houten liggers zijn rot waardoor de kraagbouten niet vastgezet kunnen worden, wisselverwarming vertoond kuren.

Graag op korte termijn actie!

Met vriendelijke groet,

[Naam speler]

Contractmanager Regio Rail

Best practise

Artikel uit het vaktijdschrift 'Contractmanagers unite!'

Interview met een tracémanager ProRail

Hoe lang bent u contractmanager?

'Inmiddels alweer zes jaar. Met veel plezier.'

Wat is je grootste succesfactor?

'Het grootste succes is dat ik gepaste afstand hou in de relatie met mijn gesprekspartners. Ik vind dat een contract zo objectief mogelijk beheerd moet worden. Dat kan alleen wanneer ik mij niet laat leiden door subjectief gedrag. Ik hanteer het contract in zijn meest zuivere vorm. Ik wil met droge ogen kunnen uitleggen waarom ik mijn gesprekspartner een sanctie opleg.'

'Contractmanagers moeten hun contract beter kennen'

Kent u het contract goed?

'Het contract ken ik door en door. De meeste contractmanagers kennen hun contract eigenlijk niet. Contractmanagers moeten hun contract beter kennen. Pas dan kunnen ze de beste prestaties uit de aannemer halen.'

Dank u wel voor uw tijd.

'Graag gedaan.'

En dat kan niet als je gelijktijdig een relatie opbouwt?

'Kijk, ik probeer zo betrouwbaar mogelijk te zijn. Dat kan niet wanneer ik een relatie opbouw. Dat zou betekenen dat ik meerdere criteria meeweeg in de beoordeling voor een sanctie, zoals verzachtende omstandigheden. Zodra ik dat doe, dan weet mijn gesprekspartner niet meer wanneer ik wel en wanneer ik geen sancties opleg.'

Ik begrijp dat je je sancties moet kunnen onderbouwen.

'Zeker. Wanneer een sanctie niet goed onderbouwd is, dan heeft mijn gesprekspartner de mogelijkheid om dat in twijfel te trekken. Als mijn gesprekspartner dat in twijfel brengt, dan gaat de aandacht toe naar of een sanctie wel of niet terecht is. Mijn doel is om de beschikbaarheid van de infrastructuur zo optimaal te laten zijn. Dan zaai ik liever geen verwarring.'

Helpt dat?

'Zeker. Het duurt soms even voordat het kwartje valt. In een onderhoudsgebied die ik onder mijn hoede had enkele jaren terug, presteerde de aannemer niet goed. Ze hadden zich vergist in de hoeveelheid werk en kwamen niet uit met de financiën. Ze moesten toen een keuze maken tussen slecht presteren en veel boetes of goed presteren en weinig boetes. Hoe dan ook maakte zij verlies op dat contract. Na twee jaar consequent prestatie af te dwingen middels het contract, begon de aannemer daadwerkelijk beter te presteren. Nu zijn ze een van de best presterende aannemers.'

Overeenkomst ProRail en Regio Rail

Artikel 3 – Opdracht

- 3.1 Regio Rail verplicht zich met de aanvaarding van deze opdracht om de infrastructuur in het overeengekomen werkgebied op conditie te houden.
- 3.2 Regio Rail verplicht zich tot het verrichten van activiteiten en leveren van diensten en producten, zoals informatieverstrekking van de conditie van de assets, het leveren van advies waar het om vervanging gaat bij grotere onderhoudswerkzaamheden en het melden van Afwijkingen.
- 3.3 Partijen stellen vast dat in voldoende mate met elkaar gecommuniceerd is over de opdracht bij aanvang van deze overeenkomst.
- 3.4 De opdracht start per 01-09-2016 en eindigt na vijf jaar of bij voortijdige beëindiging door gebrekkige prestatie.
- 3.5 Het overeengekomen maandbedrag is € 680.000,-.

Artikel 9 – Betalingsregeling

- 9.1 Indien ProRail constateert dat Opdrachtnemer Afwijkingen niet heeft gemeld, krijgt Opdrachtnemer een Korting op het Maandbedrag van de maand waarin het incident wordt geconstateerd dan wel het verzuim van melding heeft plaatsgevonden. De hoogte van deze Korting bedraagt 30% indien sprake is geweest van (mogelijke) gevaarstelling.
- 9.2 Indien een Afwijking niet binnen een maand is verholpen, dan kan een Korting worden opgelegd van 15%.
- 9.3 Indien Opdrachtnemer verzuimt om Afwijkingen te rapporteren, kan ProRail bij constatering hiervan de betaling stopzetten tot nader orde. Bovendien kunnen eventuele schades verhaald worden op Opdrachtnemer.

Artikel 10 – Bonus/Malus/Incentives

- 10.1 ProRail zal op maandelijkse basis een bonus toekennen of een malus opleggen aan Regio Rail op basis van de hoeveelheid Afwijkingen. Heeft Regio Rail meer dan vier Afwijkingen gehad in een maand, welke door ProRail zijn geconstateerd en niet door Regio Rail zijn gemeld, dan wordt de prestatie-incentive verlaagd met een bedrag ter waarde van 1,0% van het maandbedrag.
- 10.2 Indien de beschikbaarheid van de infrastructuur door toedoen van Opdrachtnemer wordt aangetast, wordt een incentive opgelegd via onderstaande regeling:
 - Niet beschikbaar zijn van de infrastructuur door uitloop van werkzaamheden: € 40,- per minuut onbeschikbaarheid * de baanvakwaarde¹¹ waar de onbeschikbaarheid optreed.
 - Het veroorzaken van snelheidsbeperkingen ten opzicht van de gewenste baanvaknelheid van de infrastructuur: € 10,- per minuut beperking * de baanvakwaarde waar de snelheidsbeperking optreed.

Begrippenlijst:

Afwijking – een afwijking op de gemaakte afspraken, meestal bedoeld een storing aan de infrastructuur.

Korting – Een vooraf in de overeenkomst aangegeven bedrag dat in vermindering zal worden gebracht op hetgeen aan de Opdrachtnemer zal worden betaald ingeval een vooraf in de overeenkomst bepaalde tekortkoming zich voordoet.

Opdrachtnemer – De rechtspersoon aan wie ProRail de onderhoudswerkzaamheden voordraagt.

Prestatieverklaring – Een door ProRail ondertekend document op basis waarvan de Opdrachtnemer zijn factuur bij ProRail kan indienen.

¹¹ Baanvakwaarde is 1

Appendix F Evaluation form of the simulation games

Sub factor	Statement left								Statement right
		Agrees with the statement left							
		Agrees a little with the statement left							
		Statements left and right are both (not) true							
		Agrees a little with the statement right							
		Agrees with the statement right							

Power

Inter-dependency	Makes him-/herself bigger to control the other							Strives for equity
------------------	--	--	--	--	--	--	--	--------------------

Goals

Common goals	Is focussed on creating value for both							Is focussed on creating value for his own benefit
No own interests	Makes sure that both reach their targets							Make sure to reach his own targets

Communication systems

Information exchange	(Potential) penalties leads to information exchange							(Potential) penalties leads to considerations which information is shared
Transparency of information	Sufficient financial funds leads to full transparency of information							Limited financial funds leads to opportunistic behaviour
Reputation	Reputation of the other influence the decision							Reputation of the other has no influence on the decision

Contract

Contract and trust are complement	The contract is not used							The contract is used continuously
No penalty clauses in contract	Is careful to use penalty clauses to force performance							Consequently use penalties to force performance
Roles and tasks	Roles and tasks are explicitly discussed							Roles and tasks are not discussed

Behaviour

Willingness	Does more than contractually is obligated							Does only what is contractually agreed to
Identification	A gift from the other is answer by another gift							A gift of the other has no result on the discussion
Intentions of others	Empathize with problems of the other							Ignore the problems of the other
Responsibility	Feels responsible to share the issues							Avoid sharing the issues
No risk-taking	Is explicit of the insecurities of his own analysis							Exaggerate the insecurities of his own analysis

Characteristics

Honesty	Is honest about the irregularities							Irregularities are not discussed
Integrity	Discuss issues with the other							Keep issues hidden for the other
Reliability	Keeps promises, even when these are not in the own interests							Do not keep promises in the best of the own interests
Confidentiality	Does not use any of the confidential information							Use confidential information
Benevolence	Helps the other reaching his/her targets							Hold back information to reach own targets

Cooperation

Sharing Information	Shares all information fairly and transparent							Makes a selection of the information to share
Conflict management	Avoid conflicts							Discuss conflicts
Discuss doubts/distrust	Sufficient financial funds leads to consensus							Limited financial funds leads to different interpretations
Depth of the conversation	Interrogate to explore motivations							Answers are taken for granted
Evaluate competences	Give constructive feedback							Give over-simplified feedback

Affection

Bonding	The decision is made by thee motion of the other							The decision is made rationally
Intimacy	Show vulnerable moments during the simulation							Takes advantages of the vulnerability of the other

Appendix G Results of the simulation games

Scenario 1.1

Table 13 | Trust levels of sub factors of simulation game scenario 1.1

Level of trust	Factor	Sub factor	Rail pro's Group 1	Rail pro's Group 2	Externals Group 1	Externals Group 2
System	Power	Inter-dependency	4.00	3.00	3.14	2.57
	Goals	Common goals	4.50	3.67	3.14	3.80
		Own interests	4.17	3.00	2.00	2.20
	Communication systems	Information exchange	3.17	2.33	1.50	2.20
		Transparency of information	3.00	3.00	2.17	2.00
		Reputation	3.17	3.33	3.00	2.80
	Contract	Contract and trust are complement	1.67	2.50	3.00	2.67
		Penalty clauses in contract	4.00	3.00	3.17	2.20
		Roles and tasks	2.83	2.50	2.86	2.80
Personal	Behaviour	Willingness	3.67	2.33	1.67	2.00
		Identification	4.00	3.50	2.50	2.20
		Intentions of others	4.67	4.17	2.17	2.40
		Responsibility	3.83	5.00	2.86	5.00
		No risk-taking behaviour	4.33	3.17	2.83	2.60
	Characteristics	Honesty	4.17	3.83	2.83	1.60
		Integrity	4.43	4.33	2.71	3.50
		Reliability	4.29	4.67	3.67	2.60
		Confidentiality	3.83	3.67	3.17	3.33
		Benevolence	4.67	4.50	2.50	2.00
	Cooperation	Sharing information	3.86	2.00	2.50	2.40
		Conflict management	2.67	2.50	2.50	3.20
		Discuss doubts/distrust	3.50	3.80	2.17	2.00
		Depth of the conversation	3.33	3.00	3.33	4.20
		Evaluate competences up front	3.17	3.50	2.83	3.60
	Affection	Bonding	2.33	2.83	2.50	1.00
		Intimacy	3.50	2.57	3.50	3.80

Table 14 | Level of trust scenario 1.1 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2						
3.57	3.65	System	3.57	System	2.97	Power	4.00	Power	3.00		
						Goals	4.34	Goals	3.34		
						Communication systems	3.11	Communication systems	2.89		
						Contract	2.83	Contract	2.67		
		Personal	3.65	Personal	3.65	Personal	3.37	Behaviour	4.10	Behaviour	3.63
								Characteristics	4.28	Characteristics	4.20
								Cooperation	3.31	Cooperation	2.96
								Affection	2.92	Affection	2.70

Table 15 | Level of trust scenario 1.1 - simulations games of the externals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2						
2.75	2.67	System	2.74	System	2.62	Power	3.14	Power	2.57		
						Goals	2.57	Goals	3.00		
						Communication systems	2.22	Communication systems	2.33		
						Contract	3.01	Contract	2.56		
		Personal	2.76	Personal	2.76	Personal	2.73	Behaviour	2.41	Behaviour	2.84
								Characteristics	2.98	Characteristics	2.61
								Cooperation	2.67	Cooperation	3.08
								Affection	3.00	Affection	2.40

Scenario 1.2

Table 16 | Trust levels of sub factors of simulation game scenario 1.2

Level of trust	Factor	Sub factor	Rail pro's Group 1	Rail pro's Group 2	Externals Group 1	Externals Group 2
System	Power	Inter-dependency	3.17	4.33	2.83	4.40
	Goals	Common goals	2.50	3.50	2.50	4.00
		Own interests	2.67	2.50	2.50	3.60
	Communication systems	Information exchange	2.80	3.00	2.00	3.20
		Transparency of information	3.20	3.33	3.67	4.40
		Reputation	4.20	3.50	3.83	3.20
	Contract	Contract and trust are complement	2.33	3.17	2.67	4.60
		Penalty clauses in contract	4.00	2.17	2.50	4.20
		Roles and tasks	2.83	2.67	2.17	2.20
	Personal	Behaviour	Willingness	3.50	2.00	2.00
Identification			2.17	3.33	3.00	2.00
Intentions of others			3.50	3.80	1.67	4.00
Responsibility			4.17	5.00	2.67	5.00
No risk-taking behaviour			3.40	4.33	2.83	4.80
Characteristics		Honesty	3.80	3.67	2.33	4.40
		Integrity	4.83	4.50	3.00	4.80
		Reliability	4.17	4.50	3.83	3.80
		Confidentiality	3.60	3.40	3.17	1.80
		Benevolence	3.67	3.80	3.50	3.00
Cooperation		Sharing information	3.83	3.83	2.17	3.80
		Conflict management	2.67	3.67	2.50	1.80
		Discuss doubts/distrust	3.00	3.17	2.83	4.80
		Depth of the conversation	3.00	3.67	2.50	3.60
		Evaluate competences up front	3.33	3.00	3.17	3.40
Affection		Bonding	2.33	2.00	2.33	1.80
		Intimacy	2.60	3.50	3.17	4.00

Table 17 | Level of trust scenario 1.2 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2				
3.05	3.14	System	3.06	System	2.84	Power	3.50	Power	2.14
						Goals	2.58	Goals	2.92
						Communication systems	2.89	Communication systems	3.61
						Contract	3.28	Contract	2.69
		Personal	3.04	Personal	3.45	Behaviour	3.07	Behaviour	3.03
						Characteristics	3.80	Characteristics	3.87
						Cooperation	2.89	Cooperation	3.44
						Affection	2.42	Affection	3.44

Table 18 | Level of trust scenario 1.2 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2				
2.74	3.63	System	2.74	System	3.87	Power	3.83	Power	4.40
						Goals	2.50	Goals	3.80
						Communication systems	3.17	Communication systems	3.60
						Contract	2.45	Contract	3.67
		Personal	2.75	Personal	3.40	Behaviour	2.43	Behaviour	3.64
						Characteristics	3.17	Characteristics	3.56
						Cooperation	2.63	Cooperation	3.48
						Affection	2.75	Affection	2.90

Scenario 2.1

Table 19 | Trust levels of sub factors of simulation game scenario 2.1

Level of trust	Factor	Sub factor	Rail pro's Group 1	Rail pro's Group 2	Externals Group 1	Externals Group 2
System	Power	Inter-dependency	3.17	4.33	2.50	4.00
	Goals	Common goals	2.50	3.50	4.25	4.20
		Own interests	2.67	2.50	4.75	3.80
	Communication systems	Information exchange	2.80	3.00	2.75	2.60
		Transparency of information	3.20	3.33	4.00	2.80
		Reputation	4.20	3.50	4.00	4.20
	Contract	Contract and trust are complement	2.33	3.17	2.50	2.00
		Penalty clauses in contract	4.00	2.17	2.75	3.40
		Roles and tasks	2.83	2.67	3.75	3.20
	Personal	Behaviour	Willingness	3.50	2.00	3.50
Identification			2.17	3.33	3.75	4.40
Intentions of others			3.50	3.80	4.75	3.60
Responsibility			4.17	5.00	4.00	4.80
No risk-taking behaviour			3.40	4.33	3.50	4.20
Characteristics		Honesty	3.80	3.67	4.25	3.20
		Integrity	4.83	4.50	4.00	4.40
		Reliability	4.17	4.50	3.75	3.80
		Confidentiality	3.60	3.40	4.00	1.80
		Benevolence	3.67	3.80	4.00	4.00
Cooperation		Sharing information	3.83	3.83	4.00	4.20
		Conflict management	2.67	3.67	2.50	3.40
		Discuss doubts/distrust	3.00	3.17	3.50	3.60
		Depth of the conversation	3.00	3.67	3.25	4.40
		Evaluate competences up front	3.33	3.00	3.50	3.60
Affection		Bonding	2.33	2.00	2.50	2,20
		Intimacy	2.60	3.50	4.00	3.40

Table 20 | Level of trust scenario 2.1 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2				
3.15	3.40	System	3.05	System	3.32	Power	3.17	Power	4.33
						Goals	2.59	Goals	3.00
						Communication systems	3.40	Communication systems	3.28
						Contract	3.05	Contract	2.67
						Behaviour	3.35	Behaviour	3.69
		Personal	3.25	Personal	3.47	Characteristics	4.01	Characteristics	3.97
						Cooperation	3.17	Cooperation	3.47
						Affection	2.47	Affection	2.75

Table 21 | Level of trust scenario 2.1 - simulations games of the externals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2				
3.51	3.56	System	3.40	System	3.52	Power	2.50	Power	4.00
						Goals	4.50	Goals	4.00
						Communication systems	3.58	Communication systems	3.20
						Contract	3.00	Contract	2.87
						Behaviour	3.90	Behaviour	4.36
		Personal	3.63	Personal	3.61	Characteristics	4.00	Characteristics	3.44
						Cooperation	3.35	Cooperation	3.84
						Affection	3.25	Affection	2.80

Scenario 2.2

Table 22 | Trust levels of sub factors of simulation game scenario 2.2

Level of trust	Factor	Sub factor	Rail pro's Group 1	Rail pro's Group 2	Externals Group 1	Externals Group 2
System	Power	Inter-dependency	2.50	4.25	4.00	2.20
	Goals	Common goals	1.67	4.50	2.25	2.00
		Own interests	1.33	4.33	2.00	2.40
	Communication systems	Information exchange	3.00	3.00	3.00	2.20
		Transparency of information	4.00	3.83	2.75	2.80
		Reputation	4.00	2.40	2.25	3.60
	Contract	Contract and trust are complement	1.33	2.20	2.50	2.00
		Penalty clauses in contract	3.00	3.50	3.00	3.00
		Roles and tasks	3.00	3.50	3.00	2.60
	Personal	Behaviour	Willingness	1.00	4.00	2.50
Identification			2.67	3.00	3.00	2.40
Intentions of others			2.17	4.50	2.00	2.20
Responsibility			4.50	5.00	3.25	4.60
No risk-taking behaviour			3.17	4.50	3.75	2.80
Characteristics		Honesty	3.17	4.00	2.75	2.40
		Integrity	4.67	4.33	4.25	4.20
		Reliability	4.17	4.33	3.00	2.80
		Confidentiality	3.17	4.33	3.75	2.20
		Benevolence	2.67	4.33	2.75	3.00
Cooperation		Sharing information	3.50	4.00	4.00	2.80
		Conflict management	3.17	2.67	3.50	3.80
		Discuss doubts/distrust	1.33	3.50	2.00	2.20
		Depth of the conversation	2.83	3.17	4.50	3.60
		Evaluate competences up front	2.83	3.00	2.50	2.60
Affection		Bonding	1.83	3.33	2.25	2.00
		Intimacy	2.50	4.00	2.75	3.00

Table 23 | Level of trust scenario 2.2 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2
2.66	3.78	System 2.53	System 3.70	Power 2.50	Power 4.25
				Goals 1.50	Goals 4.42
				Communication systems 3.67	Communication systems 3.08
				Contract 2.44	Contract 3.07
		Personal 2.79	Personal 3.85	Behaviour 2.70	Behaviour 4.20
				Characteristics 3.57	Characteristics 4.26
				Cooperation 3.73	Cooperation 3.27
				Affection 2.17	Affection 3.67

Table 24 | Level of trust scenario 2.2 - simulations games of the externals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2
2.95	2.62	System 2.91	System 2.45	Power 4.00	Power 2.20
				Goals 2.13	Goals 2.20
				Communication systems 2.67	Communication systems 2.87
				Contract 2.83	Contract 2.53
		Personal 3.00	Personal 2.80	Behaviour 2.90	Behaviour 2.76
				Characteristics 3.30	Characteristics 2.92
				Cooperation 3.30	Cooperation 3.00
				Affection 2.50	Affection 2.50

Scenario 3.1

Table 25 | Trust levels of sub factors of simulation game scenario 3.1

Level of trust	Factor	Sub factor	Rail pro's Group 1	Rail pro's Group 2	Externals Group 1	Externals Group 2
System	Power	Inter-dependency	3.00	3.86	1.71	1.67
	Goals	Common goals	4.00	4.17	2.00	3.20
		Own interests	3.67	2.86	2.43	2.33
	Communication systems	Information exchange	3.50	3.40	2.83	3.40
		Transparency of information	3.00	3.60	3.17	3.20
		Reputation	3.83	4.50	2.00	2.80
	Contract	Contract and trust are complement	3.14	2.17	1.50	2.33
		Penalty clauses in contract	2.60	2.83	1.33	2.00
		Roles and tasks	3.67	2.17	4.00	4.20
	Personal	Behaviour	Willingness	3.50	1.83	2.29
Identification			3.17	2.80	2.67	2.40
Intentions of others			3.67	3.67	1.33	2.00
Responsibility			4.83	4.67	4.00	4.80
No risk-taking behaviour			4.33	4.20	2.33	4.80
Characteristics		Honesty	3.67	3.40	1.67	3.40
		Integrity	4.83	4.33	3.33	5.00
		Reliability	4.83	4.17	3.17	4.40
		Confidentiality	4.33	3.80	3.00	1.40
		Benevolence	4.00	2.80	2.33	3.00
Cooperation		Sharing information	4.83	3.40	2.33	4.00
		Conflict management	2.83	2.60	4.57	3.80
		Discuss doubts/distrust	3.14	3.00	3.17	3.00
		Depth of the conversation	4.00	3.33	2.33	3.80
		Evaluate competences up front	4.00	3.20	2.50	2.60
Affection		Bonding	2.00	2.60	2.83	1.40
		Intimacy	3.33	3.67	3.17	3.40

Table 26 | Level of trust scenario 3.1 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2
3.51	3.37	System 3.35	System 3.40	Power 3.00	Power 3.86
				Goals 3.84	Goals 3.52
				Communication systems 3.44	Communication systems 3.83
				Contract 3.14	Contract 2.39
		Personal 3.66	Personal 3.34	Behaviour 3.90	Behaviour 3.43
				Characteristics 4.33	Characteristics 3.70
				Cooperation 3.76	Cooperation 3.11
				Affection 2.67	Affection 3.14

Table 27 | Level of trust scenario 3.1 - simulations games of the externals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2
2.51	2.86	System 2.22	System 2.60	Power 1.71	Power 1.67
				Goals 2.22	Goals 2.77
				Communication systems 2.67	Communication systems 3.13
				Contract 2.28	Contract 2.84
		Personal 2.80	Personal 3.11	Behaviour 2.52	Behaviour 3.16
				Characteristics 2.70	Characteristics 3.44
				Cooperation 2.98	Cooperation 3.44
				Affection 3.00	Affection 2.40

Scenario 3.2

Table 28 | Trust levels of sub factors of simulation game scenario 3.2

Level of trust	Factor	Sub factor	Rail pro's Group 1	Rail pro's Group 2	Externals Group 1	Externals Group 2
System	Power	Inter-dependency	1.86	4.00	3.56	2.17
	Goals	Common goals	1.86	3.57	2.50	2.17
		Own interests	1.71	4.17	2.14	2.83
	Communication systems	Information exchange	1.50	3.00	1.67	2.20
		Transparency of information	1.67	3.00	3.83	3.00
		Reputation	2.83	4.00	3.00	3.00
	Contract	Contract and trust are complement	2.17	4.00	2.50	3.20
		Penalty clauses in contract	2.83	4.00	1.67	3.80
		Roles and tasks	2.17	2.50	4.00	3.60
	Personal	Behaviour	Willingness	2.00	3.67	2.33
Identification			3.00	3.75	2.83	2.00
Intentions of others			2.14	3.83	2.29	1.60
Responsibility			3.00	4.33	3.00	4.80
No risk-taking behaviour			2.86	3.00	2.57	1.60
Characteristics		Honesty	2.83	4.00	3.00	3.20
		Integrity	4.00	4.17	3.11	4.00
		Reliability	2.86	4.50	2.75	3.20
		Confidentiality	3.50	4.00	3.75	2.00
		Benevolence	2.43	3.67	2.67	2.80
Cooperation		Sharing information	3.00	4.17	2.50	3.00
		Conflict management	3.33	2.20	3.83	1.20
		Discuss doubts/distrust	1.67	4.00	3.00	2.80
		Depth of the conversation	2.29	1.67	3.00	4.00
		Evaluate competences up front	2.50	3.00	3.00	1.40
Affection		Bonding	3.83	2.83	2.83	3.00
		Intimacy	2.83	2.83	2.67	2.40

Table 29 | Level of trust scenario 3.2 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2						
2.46	3.54	System	2.01	System	3.68	Power	1.86	Power	4.00		
						Goals	1.79	Goals	3.87		
						Communication systems	2.00	Communication systems	3.33		
						Contract	2.39	Contract	3.50		
		Personal	2.90	Personal	2.90	Personal	3.41	Behaviour	2.60	Behaviour	3.72
								Characteristics	3.12	Characteristics	4.07
								Cooperation	2.56	Cooperation	3.01
								Affection	3.33	Affection	2.83

Table 30 | Level of trust scenario 3.2 - simulations games of the externals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2						
2.86	2.69	System	2.86	System	2.73	Power	3.56	Power	2.17		
						Goals	2.32	Goals	2.50		
						Communication systems	2.83	Communication systems	2.73		
						Contract	2.72	Contract	3.53		
		Personal	2.87	Personal	2.87	Personal	2.66	Behaviour	2.60	Behaviour	2.40
								Characteristics	3.06	Characteristics	3.04
								Cooperation	3.07	Cooperation	2.48
								Affection	2.75	Affection	2.70

Scenario 3.3

Table 31 | Trust levels of sub factors of simulation game scenario 3.3

Level of trust	Factor	Sub factor	Rail pro's Group 1	Rail pro's Group 2	Externals Group 1	Externals Group 2
System	Power	Inter-dependency	2.50	2.80	1.71	2.80
	Goals	Common goals	1.17	2.60	4.50	3.71
		Own interests	1.50	3.20	3.50	3.00
	Communication systems	Information exchange	2.67	3.20	2.33	3.00
		Transparency of information	2.33	3.20	3.67	2.80
		Reputation	2.83	4.00	2.83	2.80
	Contract	Contract and trust are complement	1.33	3.00	2.67	3.20
		Penalty clauses in contract	3.33	4.60	3.33	3.60
		Roles and tasks	3.00	3.00	2.67	3.60
	Personal	Behaviour	Willingness	2.00	3.33	3.50
Identification			2.67	3.50	4.00	2.20
Intentions of others			2.83	3.40	3.17	3.14
Responsibility			3.80	3.80	4.83	4.80
No risk-taking behaviour			2.40	2.20	4.00	3.50
Characteristics		Honesty	3.60	3.00	4.33	3.40
		Integrity	4.17	4.20	4.33	4.40
		Reliability	3.83	3.60	3.67	3.75
		Confidentiality	3.20	4.00	3.00	2.00
		Benevolence	2.71	3.60	3.33	3.50
Cooperation		Sharing information	3.00	4.00	4.00	3.40
		Conflict management	3.83	2.80	2.17	2.50
		Discuss doubts/distrust	2.67	3.00	4.17	2.80
		Depth of the conversation	2.83	4.00	3.67	4.00
		Evaluate competences up front	2.50	2.75	3.50	3.80
Affection		Bonding	3.83	2.50	2.67	1.80
		Intimacy	3.17	3.75	3.67	3.00

Table 32 | Level of trust scenario 3.3 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2				
2.71	3.26	System	2.25	System	3.18	Power	2.50	Power	2.80
						Goals	1.34	Goals	2.90
						Communication systems	2.61	Communication systems	3.47
						Contract	2.55	Contract	3.53
		Personal	3.18	3.18	3.34	Behaviour	2.74	Behaviour	3.25
						Characteristics	3.50	Characteristics	3.68
						Cooperation	2.97	Cooperation	3.31
						Affection	3.50	Affection	3.13

Table 33 | Level of trust scenario 3.3 - simulations games of the externals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2				
3.23	3.11	System	2.89	System	3.12	Power	1.71	Power	2.80
						Goals	4.00	Goals	3.36
						Communication systems	2.94	Communication systems	2.87
						Contract	2.89	Contract	3.47
		Personal	3.58	3.58	3.09	Behaviour	3.90	Behaviour	3.24
						Characteristics	3.73	Characteristics	3.41
						Cooperation	3.50	Cooperation	3.30
						Affection	3.17	Affection	2.40

Scenario 3.4

Table 34 | Trust levels of sub factors of simulation game scenario 3.4

Level of trust	Factor	Sub factor	Rail pro's Group 1	Rail pro's Group 2	Externals Group 1	Externals Group 2
System	Power	Inter-dependency	3.17	1.50	1.50	1.83
	Goals	Common goals	3.50	1.00	4.00	1.60
		Own interests	2.67	1.33	3.83	1.20
	Communication systems	Information exchange	3.60	1.60	3.00	3.00
		Transparency of information	3.20	2.17	3.33	2.80
		Reputation	4.50	3.80	3.17	2.80
	Contract	Contract and trust are complement	3.50	2.00	2.50	1.67
		Penalty clauses in contract	3.00	2.33	3.83	2.00
		Roles and tasks	2.50	1.67	3.67	4.60
	Personal	Behaviour	Willingness	2.50	1.17	2.83
Identification			2.20	2.17	2.60	2.00
Intentions of others			3.33	1.67	4.50	2.00
Responsibility			3.80	4.83	4.33	2.00
No risk-taking behaviour			3.80	1.33	3.80	1.60
Characteristics		Honesty	3.20	2.67	4.00	3.20
		Integrity	4.17	3.33	4.50	2.40
		Reliability	3.50	3.00	4.50	4.00
		Confidentiality	3.20	3.50	2.17	2.00
		Benevolence	3.50	2.00	4.50	2.00
Cooperation		Sharing information	3.33	1.83	4.00	2.00
		Conflict management	2.60	4.29	2.50	1.67
		Discuss doubts/distrust	3.60	2.33	4.00	2.40
		Depth of the conversation	2.67	3.50	4.00	3.40
		Evaluate competences up front	3.00	3.83	3.67	1.50
Affection		Bonding	2.33	3.50	2.17	1.40
		Intimacy	3.00	2.83	3.60	2.60

Table 35 | Level of trust scenario 3.4 - simulations games of the rail professionals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2						
3.17	2.33	System	3.26	System	1.80	Power	3.17	Power	1.50		
						Goals	3.09	Goals	1.17		
						Communication systems	3.77	Communication systems	2.52		
						Contract	3.00	Contract	2.00		
		Personal	3.09	Personal	3.09	Personal	2.86	Behaviour	3.13	Behaviour	2.23
								Characteristics	3.51	Characteristics	2.90
								Cooperation	3.04	Cooperation	3.16
								Affection	2.67	Affection	3.17

Table 36 | Level of trust scenario 3.4 - simulations games of the externals

Average level of general state of trust group 1	Average level of general state of trust group 2	Average level of trust per layer group 1	Average level of trust per layer group 2	Average level of trust per key trust factor group 1	Average level of trust per key trust factor group 2						
3.25	2.21	System	2.98	System	2.21	Power	1.50	Power	1.83		
						Goals	3.92	Goals	1.40		
						Communication systems	3.17	Communication systems	2.87		
						Contract	3.33	Contract	2.76		
		Personal	3.52	Personal	3.52	Personal	2.21	Behaviour	3.61	Behaviour	1.92
								Characteristics	3.93	Characteristics	2.72
								Cooperation	3.63	Cooperation	2.19
								Affection	2.89	Affection	2.00

Appendix H Analysis of the simulation games

Limited funds

Scenario 1.1 Limited funds

Scenario description

In this scenario the maintenance contractor has a contract where it is difficult to make profit. The maintenance contractor gets a monthly fee of € 680.000 per month. Sometimes, the maintenance contractor makes a profit, in other months they incur losses. It depends how much maintenance they have done and how much disruptions they caused due to lack of performance. It is a playing field where there is tensions between the available financial funds, the maintenance, and failures which causes disruptions. It is on the asset owner if he will punish the maintenance contractor by claiming contractual financial sanctions. Financial sanctions means less financial funds and thus less maintenance, which causes higher risks on system failure. In this scenario there are two issues.

The first issue is that there are many repeating disruptions on a bridge. The maintenance contractor solved that problem, but did not communicate that to the rail infrastructure. The second, and hidden issue in this scenario, is that the maintenance contractor has a major problem. From inspection last night, their inspector concluded that a piece of rail at a level crossing was full of corrosion. According to technical requirements, the rail at the level crossing had to be replaced immediately. However, the first possibility to replace the rail is in ten days. The inspector from the maintenance contractor advise to run trains with limited speed (80 km/h instead of 140 km/h).

The maintenance contractor has the choice to bring up the second issue. The players do not know which information the other received. The maintenance contractor knows that he will receive a financial sanction for the safety issue. There is also financial sanctions for the speed limit. If the train services cannot run, the financial sanctions are four times higher. The maintenance contractor takes a risk by not telling the safety issue. The risk is that he will be fined for concealing information when the asset owner finds out. The other risk is that there will be a safety incident due to the poor quality rail. However, this risk is very small. If the maintenance contractor tells the issue, he may try to keep the penalty off the table.

Transcript rail professionals group 1

In group 1 the asset owner dropped the issue of the limited financial resources and the high number of disruptions. He points out to the bridge which causes so many disruptions. Luckily, the maintenance contractor can bring the good news that these problems are over. They replaced an important part of the control system. Since then the bridge did not receive any disruptions. Next, there was discussion about the different numbers both received. They compared their lists. The discussion starts how to solve the disruptions. The asset owner offers to help with inspections, to predict disruptions before the disruption actually appears. The maintenance contractor would like to accept the offer, but wants to check with his manager first. They are about to say goodbye, but the maintenance contractor tells at the last moment about the safety issue of the rail at the level crossing. He tells that the speed of the trains must be limited from 140 km/h to 80 km/h. The maintenance contractor says that it will take a couple of days before they can fix this. The asset owner asks if this can be fixed quicker. It cannot, says the maintenance contractor. The asset owner says there will be financial sanctions about this issue. The maintenance contractor accepts that. The asset owner sighs and accepts this issue. He adds that if he helps the asset owner with inspections, more of these issues can appear. He implicitly says that this might lead to more financially sanctions. The maintenance contractor agree to that, without trying to make further restrictions on that. However he is worried, because he discusses the penalties in the contract and his goal is "helping" and not receiving more financially sanctions. Both, asset owner and maintenance contractor, want to discuss the results so far with their managers.

After a time-out, the conversation continues. The maintenance contractor now says that it takes ten days to solve the problem, but they are willing to do everything they can to solve the issue within a few days. The asset owner accepts this and says: "Okay, well, keep me informed." The maintenance contractor starts the discussion

again that he is willing to do more investments by adding 20% more personnel on this contract, but he says he hopes that the amount of financial sanctions will go down. The asset owner accepts that. He brings up the discussion that he is limited by helping with inspections, because it is not in the contract, the inspectors have a larger area to do inspection, so capacity will be limited. The maintenance contractor brings back the discussion what if their inspectors see issues? Will this result in a financial sanctions? The asset owner agrees this will be a problem. The maintenance contractor is responsible. The asset owner wants to find a solution for the long term, because he feels this is not fair to other rail asset owners. The maintenance contractor understands that.

Transcript rail professionals group 2

First the asset owner asks the maintenance contractor if he has any special issues? The maintenance contractor looked into his papers and proposes to discuss the list of disruptions. He says that the issues of the bridge are solved. The asset owner accepts that. He asks a few more questions about the bridge. Then there is a silence. The maintenance contractor decides to tell the asset owner about the rail at the level crossing. He tells the consequence that the speed limit must be lowered from 140 km/h to 80 km/h because of safety issues. The first possibility to exchange the piece of rail is next week. The asset owner tells that his first feeling is that a week is too long for such issues with this impact. There are no machines and personnel available, because they are working on other spots, which has more priorities with comparative issues. The asset owner urges the maintenance contractor to look for further possibilities. Otherwise he has to ask another rail company to fix the problem. The bill will be for the maintenance contractor. The asset owner stays calm and polite while saying this. The maintenance contractor does not feel attacked at all and sees possibilities to go along with this, but he wants to discuss this with his manager first. The asset owner really wants to solve this issue and ask his counterpart to have this discussion immediately.

During the break the maintenance contractor discusses the issue with his manager. They are happy to pay € 20.000 for this job. However, the manager warned the maintenance contractor about the financial sanctions. They do not want to receive financial sanctions. The sum of the financial sanctions are probably higher than the € 20.000. Once the asset owner is back to the table, the maintenance contractor proposes that they want to pay the money under the condition that they do not want to receive financial sanctions. The asset owner is glad to hear that. He says that they are late for reporting the issue. This should have been monitored much earlier. He cannot promise that the financial sanction will be off the table, because it is a contractual sanction. But he is taking into account that they are willing to solve the issue at such short notice.

Transcript externals group 1

The asset owner welcomes the maintenance contractor and asks how it is going. The maintenance contractor immediately drops the issue of the level crossing. The first possible replacement can be done in ten days. In the meanwhile he advises to lower the speed of the trains. The asset owner did not realize this is an issue. He starts the discussion that the number of disruptions has decreased dramatically last months. He wants to know how this could happened. The maintenance contractor tries again to make clear that the broken rail at the level crossing is an issue. The asset owner makes sure that he wants to discuss the issue of the disruptions. The maintenance contractor shifts to this issue. There is discussion where the maintenance contractor cannot satisfy the asset owner. The maintenance contractor says that the issue on the bridge is solved. The asset owner wants to receive this report immediately. The maintenance contractor explained that the tests are done just a few days ago and the report will be sent as soon as it is ready. The asset owner starts about risk management because he cannot see the complete picture. The maintenance contractor speaks about safety measures. Suddenly, the first issue is back on the table, but the asset owner accepts this issue and the consequence. With that the conversation is over.

Transcript externals group 2

The asset owner welcomes the maintenance contractor to his location. The asset owner directly makes the comment that there are disruptions due to system failures and he acts surprised that trains are still running. The maintenance contractor asks why he is surprised. The asset owner is surprised that the maintenance contractor is surprised. The maintenance contractor answered that according to his information there are no more disruptions anymore, because an important part in the system is replaced. Are there any new disruptions? The asset owner wants to know if the part disrupted frequently. The maintenance contractor cannot answer that. The asset owner wants to know how this could happened and if the same disruption will happen again? The maintenance contractor says that he wants to manage the expectations. The rail infrastructure is used more heavily than they estimated up front, therefore more maintenance is needed. The

battle in the tender was heavy, the offered price was low. At this moment the contract is not profitable. The maintenance contractor asks how the asset owner can help, because the maintenance contractor does not control the situation as it is now. The asset owner replied that he wants to help. He says he sees that the maintenance contractor is not in control. He acknowledges that there are many financial sanctions. Lowering the amount of financial sanctions cannot be done, because it is not fair to other maintenance contractors. Besides that, the maintenance contractor has a responsibility to keep the rail infrastructure in good shape. Travellers will be disappointed if their train is not arriving. Besides that, there is a contract, the asset owner continues. Up front both parties expected the state of the rail infrastructure. Therefore he is surprised that the maintenance contractor is surprised. So what can he do? The maintenance contractor says that he has a contract for maintenance and not for replacement of big systems. If there are old trains running over the rail infrastructure and the rail infrastructure is worn out faster, it is an unforeseen circumstance, the maintenance contractor explains. It also might be that the infrastructure is worn out and needs to be renewed and that is also not in the contract. The asset owner makes it explicit that they both have another feeling about the contract and that both have other expectations of the contract. So, how to deal with that right now? The asset owner continues: There was a European tender. They took the job for a certain amount of money. The maintenance contractor replied that he cannot look in the future. The reality is different than they predicted up front. They do not want all the consequences, but they have the feeling that they do get the consequences. The maintenance contractor says “we both do not have all the knowledge”. The maintenance contractor tries again to find information if the rail infrastructure is used heavier than was planned up front. The asset owner says that the density of the rail infrastructure is known. They make the agreement that they look in more detail the information they have inside their organisations and discuss this matter later. The issue is not solved and postponed.

Observations

The analysis is based on the factors and its sub factors of trust. See Table 37 for the summary of the simulation game. Further description see the sub sections below.

Table 37 | Summary of simulation games scenario 1.1

	Group 1	Group 2
Rail professionals	<p>Central theme: the asset owner struggles between helping the other and the rules of the contract and penalties</p> <p>Atmosphere: polite and friendly</p> <p>Preferred management style: asset owner is on the contract. Maintenance contractor is on the relationship</p> <p>Chosen strategy: enrol the asset owner into the problem to fix it together in the hope that the penalty is off the table</p> <p>Outcome: it is not clear if the asset owner is actually helping. The maintenance contractor promises to add 20% more personnel on the contract. The number of penalties might be higher if the inspections increases from the asset owner as part of helping each other, but applying the rules of the contract</p>	<p>Central theme: contract and the penalties</p> <p>Atmosphere: polite and friendly</p> <p>Preferred management style: asset owner is on the contract. Maintenance contractor is on the relationship</p> <p>Chosen strategy: maintenance contractor share the problem in the hope that the penalty is off the table</p> <p>Outcome: penalty is still on the table</p>
Externals	<p>Central theme: the asset owner wants to understand why the disruptions are increased. He misses the issue of the bad rail at the level crossing</p> <p>Atmosphere: the asset owner is a bit aggressive, the maintenance contractor is polite</p> <p>Preferred management style: the asset owner seems to be on the contract, but without using the contract. The maintenance contractor is using the relational management style</p> <p>Chosen strategy: just drop the bad news directly and see what happens</p> <p>Outcome: the asset owner did not realize there was a more urgent matter. There are sanctions because of the urgent issue, but these are not discussed</p>	<p>Central theme: discussing the different expectations and convincing the other to their solution</p> <p>Atmosphere: the asset owner is a bit hostile at start, later on he was willing to listen, but he was not willing to take actions</p> <p>Preferred management style: the maintenance on the contract, the maintenance contractor on the relationship</p> <p>Chosen strategy: the maintenance contractor does not tell the secret of the broken rail at the level crossing before he has an agreement how to deal with the financial sanctions.</p> <p>Outcome: the broken rail at the level crossing was not discussed. The issue is not solved and decisions are postponed.</p>

Rail professionals group 1

In general, the maintenance contractor strives for equity in the relationship. There is empathy from the asset owner. It may be too much, because the maintenance contractor has the responsibility for his own financial resources. But he is understanding of the problems of the maintenance contractor. However, it is uncertain if

the maintenance contractor can manage to keep away financial sanctions. It is not clear if the asset owner is actually helping and what the consequence is when there are issues found from inspections of the asset owner. They try to discuss the tasks and roles, but they are not able to make it explicit for this situation. The asset owner seems to struggle between the rules and his willingness to help his counterpart. The maintenance contractor, on the other hand, shows integrity and shares tactical information by discussing the issue of the rail at the level crossing. But he is also not explicit. He tries to bring the message softly and very late in the conversation for such an important matter. But he started repeatedly the discussion about downsizing the financial sanctions. In the games no real solution is found. The game ends that the maintenance contractor hopes to find help from his counterpart and receives less financial sanctions, but that is uncertain. In the end the maintenance contractor might receive even more financial sanctions, while he finally agreed that he higher the working capacity of 20%. This game turns out in the favour of the asset owner.

Rail professionals group 2

The voice of tone of both contract managers is positive. The atmosphere is polite and friendly, but the contract and the financial sanctions are the central theme. The maintenance contractor share the problem in the hope that the financial sanctions is off the table. The asset owner does not think he can do that, because it is arranged in the contract. The maintenance contractor accepts that, without discussing the point that he might put away the contract and decide by common sense. The asset owner brings fear in the discussion by saying that another rail company can solve the issue, but the receipt will be paid by the maintenance contractor. Both, the maintenance contractor as his manager see this as an opportunity. The asset owner is surprised and played the game along. That was the solution where both parties were happy with. However, the financial sanction is still on the table. So, the game was won by the asset owner.

Externals group 1

The tone of voice of the asset owner was a bit aggressive. He urgently wants to understand why the number of disruptions has increased lately. He totally misses the point that there was a more urgent issue. He accepted this issue and the consequence. In real life this is not acceptable. It causes more disruptions for the period where the trains are running lower speed. The maintenance contractor could not or did not want to explain it in more detail. Possibly afraid of financial sanctions? There are no solutions found and the discussions stays vague and shallow. Therefore, the issue is not solved.

Externals group 2

The asset owner starts very hostile and he has already made his judgement about the situation. He makes comments at start to let know that he is willing to fight to win the discussion. Therefore the maintenance contractor has no room to discuss the issue of what is important to him. The maintenance contractor starts several times the discussion that he has a non-profitable contract, but the asset owner does not want to hear that. He stated that it is the responsibility of the maintenance contractor since he applied for the tender. Therefore the maintenance contractor probably does not mention the broken rail at the level crossing. He knows he will receive financial sanctions for that.

Scenario 1.2 Sufficient funds

Scenario description

In this scenario the maintenance contractor has a contract where it is easy to make profit. The maintenance contractor gets a monthly fee of € 680.000. It is easy to pay the maintenance. However, there are two issues. These issues are the same issues as scenario 1.1.

Transcript rail professionals group 1

The maintenance contractor drops at the start of the conversation two issues. On issue of the rail at the level crossing and the issue of the bridge which is solved. But he adds that there are just two issues, so "the day is going well today". The asset owner suggests to start with the bridge and focuses on the details of the disturbances. The maintenance contractor reacts to that by saying that an important part is replaced and since then no more system failures were noticed. By having this issue solved, he feels the urgency to discuss the other issue. He is worried about the rail at the level crossing, because this part is so bad that it does not meet the minimum requirements. He adds that there are no safety issues. However, the piece of rail must be replaced immediately. The asset owner asks if it is safe to have running trains over it? The maintenance

contractor says that it is enough to lower the speed, but he even thinks that this is not really necessary. Because the inspector is a good mechanic, but he is known for his pessimistic evaluations. As long as the rail is not beneath safety standards, there is no urgency to replace the rail because of safety reasons. Besides that, it is difficult to organize a safe working area, so it will take about ten days to replace the piece of rail. The asset owner reacts very calm. The maintenance contractor asks the asset owner to have an extra inspection from the asset owner to discuss this matter. If it is not needed, lower speed on that piece of rail is not necessary. He keeps saying that minimum safety standards are not breached. The asset owner accepts that. The issue is solved.

Transcript rail professionals group 2

The asset owner opened the meeting. The maintenance contractor has two discussion points. The first issue is about the disruptions of the bridge, the second one is the rail at the level crossing. The asset owner seems worried and asks more questions about the second issue. The maintenance contractor tells about the piece of rail nearby the level crossing is below minimum standards that this piece must be replaced immediately. The first possibility to replace the rail is in ten days. In the meanwhile, she suggests to lower the speed from 140 km/h to 80 km/h. The asset owner takes this incident very serious, because it is a safety issue. Why is this issue not discovered earlier? The maintenance contractor does not know that exactly, this is also a question for the inspector who discovered the failure. The asset owner wants to discuss the consequences earlier, but why is it that the replacement takes about ten days. The action of lower speed has a big impact on the punctuality of the timetables. He asks therefore urgently to speed up the possibility to replace the piece of rail. The maintenance contractor does not see possibilities to replace the piece of rail earlier. The asset owner suggests to have a break to discuss this issue with his manager. The strategy is that they are willing to offer lower financial sanctions, but the replacement of the rail piece must be done quicker. After the break, the asset owner says that the maintenance contractor will replace the piece of rail in the first night. The maintenance contractor offers to look at other rail companies if they have capacity. And if the asset owner will help them with providing information of other rail companies. The asset owner says it is the responsibility of the maintenance contractor to organize that. The maintenance contractor asks again for help. The asset owner finally offers help. But the contract is leading. If the replacement is not done next night, the penalties are high, but he is not explicit about that. The maintenance contractor is also not explicit when the piece of rail is replaced. So, there is not a complete solved issue here. They are discussing the other issue. The asset owner is sick about the disruptions of the bridge. The maintenance contractor brings positive news that this issue is solved. The asset owner says he is very satisfied with the maintenance contractor, besides these two issues. But he is glad that the rail issue is reported immediately. He asks for understanding why this issue is important. The maintenance contractor is a bit frustrated because she cannot say anything else. She is not able to make promises. This discussion keeps going for a while. The maintenance contractor asks how she can help. The asset owner says: "You start calling other rail contractors right now". She answers that she is saying that all the time. And then the game ends.

Transcript externals group 1

The asset owner starts the conversation. He mentions it is a regular meeting. He is wondering if there is anything special to report. The maintenance contractor asks the asset owner what his latest information is. The asset owner only knows about some financial issues. Also the disruptions about the bridge. The maintenance contractor says that they solved the issue on the bridge by replacing an important part. However, there is some serious damage about the rail at the level crossing. This is new information and he is reporting that now. He admitted that he missed that part. The asset owner says that there are two issues. The maintenance contractor said that this issue is solved. But they are discussing about other disruptions. The asset owner is calling the manager Operations. The manager Operations said that these disruptions are due to the bridge. How about the level crossing? The manager Operations is wondering how often the maintenance contractor inspect the level crossing? The asset owner asks the maintenance contractor if the issue is solved and that the number of disruptions will decrease the next months? The maintenance contractor found that difficult to say, because he cannot look into the future, but they are doing the best they can. The asset owner is discussing this issue more in detail to prevent disruptions in the future. The maintenance contractor cannot promise this. The asset owner says he gets reported the disruptions too late. He wants to receive these information directly. Also the replacement of the rail at the level crossing must be done much earlier. The asset owner wants to receive a report of how to improve the rail infrastructure around the broken rail at the level crossing to prevent the same situation as what happened at the rail bridge. The maintenance contractor does

not make promises, but he will look at the possibilities to speed up the replacement. He will let the asset owner know.

Transcript externals group 2

The asset owner welcomes the maintenance contractor. She wants to discuss the disruptions, although the performance is okay. The maintenance contractor says that the disruptions were a pity. The problem was analysed and fixed. After so many disruptions, he is glad that the situation is solved. However, there is another problem. They discovered a broken rail at the level crossing. It is unacceptable that this happened and he is blaming himself for it. They are analysing this matter to prevent the same incident in the future. The asset owner wants to know what they are planning to do. The maintenance contractor describes his planning. The asset owner concludes that these major incidents happened and how is this a pattern in the future. May be more maintenance and inspections? The maintenance contractor does not think that will be the solution. He wants to analyse the reports first. He promises that the reports will be ready next time. If not, he can give an update. The asset owner proposes to see each other in two weeks. With that the conversation ends.

Observations

The analysis is based on the factors and its sub factors of trust. See Table 38 for the summary of the simulation game. Further description see the sub paragraphs below.

Table 38 | Summary of simulation games scenario 1.2

	Group 1	Group 2
Rail professionals	<p>Central theme: avoiding the penalties Atmosphere: polite and friendly Preferred management style: on the contract by the maintenance contractor Chosen strategy: telling the issue, but avoiding the penalties Outcome: there are no penalties. The issue came out. However the asset owner thinks it is all safe, but there are risks, which are not told to him</p>	<p>Central theme: maintenance contractor and asset owner do not understand each other fully Atmosphere: tensioned, restless Preferred management style: relational, however the contract was used Chosen strategy: enrol the asset owner, let them solve the problem, while the maintenance contractor is paying for it and avoid penalties Outcome: discussion about who is responsible for solving the issue and the need for urgency to react quickly. Maintenance contractor was not explicit. It is not clear if the issue is solved</p>
Externals	<p>Central theme: get in control to decrease the number of disruptions Atmosphere: Friendly, though vigorous Preferred management style: the asset owner on the contract, the maintenance contractor on the relation Chosen strategy: the maintenance contractor tells the issue honestly, but he keeps away information Outcome: issue is not solved</p>	<p>Central theme: maintenance contractor blames himself and make arrangements to prevent such thing in the future Atmosphere: polite and peaceful Preferred management style: both showing the relational management style Chosen strategy: the maintenance contractor takes the guilt, while he accepts the consequences Outcome: the maintenance contractor took the blame. He apologizes and promised improvements and let his counterpart know of the outcome of the analysis</p>

Rail Professionals group 1

From the perspective of the maintenance contractor, he played the game well by introducing the safety standards. “Technical issues below minimum standards are not the same as below safety standards”, the maintenance contractor repeatedly says. The asset owner trusted his counterpart on his words without having the discussion of both standards or without checking the facts. The evaluation of the asset owner learned that he is very satisfied about the outcome of the game. The evaluation of the maintenance contractor reveals the opposite. So, the maintenance contractor received no financial penalties and did not tell the issue about of the rail at the level crossing. The asset owner thinks he has a safe rail infrastructure, but there are still risks, which he does not know.

Rail professionals group 2

The central theme in this game is that the maintenance contractor is not explicit about what her plan is. She keeps saying that she is doing the best she can. But this is not enough for the asset owner. He wants to solve this issue immediately and he is missing the sense of urgency from his counterpart. The maintenance contractor does not understand what he wants? She is looking for cooperation, possibly that he is giving names and phone numbers of people she can call. The asset owner does not think this is the solution right now. The

maintenance contractor is the one who is responsible. She has to find a solution. The asset owner was very emotional. But the maintenance contractor gets more and more frustrated.

Externals group 1

The asset owner and maintenance contractor seem not to understand each other well. The asset owner wants guarantees that the number of disruptions will decrease. The maintenance contractor does not want to promise that. He first wants to check before he makes promises. It is also noticed that the maintenance contractor is thinking while he is in conversation. Therefore he misses important signals and do not listen much. The result is that the asset owner and the maintenance contractor is not completely on the same track.

Externals group 2

This conversation was very polite. It was honest and transparent. The asset owner tried to get more grip on the conversation. For now it is the trust and verifying the promises in the future. The maintenance manager accepts the financial sanctions. He could ask not to get the financial sanctions, but he did not.

Interference from management

Scenario 2.1 Disruptions from the asset owner's management

Scenario description

The asset owner has the responsibility to have as less disruptions as possible so that train services are provided. There is still a number of disruptions in The Netherlands due to failures of objects in the rail infrastructure. The asset owner hired a program manager who is responsible for decreasing the number of disruptions. The action plan from the program manager is to replace critical objects. The action plan also contains to ask the maintenance contractor to limit the number of disruptions by maintaining the critical objects better. It is expected from the maintenance contractor, as the expert of rail maintenance, that he is able to reduce the disruptions of the most critical objects. However, there is no extra available financial funds to finance that. According to the program manager there is no need for extra financial funds, because the maintenance contractor will receive less financial sanctions due to less disruptions. He will benefit from these actions. The directors of both organizations spoke to each other and accept this deal. The interpretation of the director of the maintenance contractor is that they are getting paid for reducing the disruptions. There are two issues. The first issue is that the maintenance contractor has the assignment not to help for free. The second issue is that there are points which disturbs regularly. The maintenance contractor has information that these points has to be replaced in 2015, but they are not replaced yet. The replacement should be done by the asset owner and on their costs.

Transcript rail professionals group 1

The asset owner welcomes the other. On the agenda is to discuss the list of disruptions. The asset owner has the assignment to facilitate the maintenance contractor to reduce the number of disruptions. He asked the maintenance contractor if he is familiar with this program. The maintenance contractor acknowledged that but does not know what it is in detail. The asset owner tells that he received an e-mail to reduce the number of disruptions and that this was communicated with the director of the maintenance contractor. The maintenance contractor acknowledged that. The asset owner asks what was communicated. The maintenance contractor says it was a very short e-mail. The asset owner accepts the given information. He checks the list of disruptions and proposes to deal with the two biggest disruptions. The points is one of these. The maintenance contractor interrupts the discussion by saying that the points are worn out and to replace the most important parts of these points costs EUR 115.000. For this money brand new points can be bought. The asset owner says that the maintenance contractor has the contract already for 1.5 years, so that is the responsibility for the maintenance contractor. So, why are the parts of these points worn out already? The maintenance contractor says that the contract starts in 2016 and the points have to be replaced in 2015. The asset owner is not aware of that. The maintenance contractor says that is not important if the common goal is to reduce the number of disruptions. The asset owner wants to see first who is responsible for the disruptions. The maintenance contractor wants to solve this. The asset owner wants to check who is responsible. If the asset owner has to replace the points, he will replace the points. If not, the points are in the disruptions reduction program. The maintenance contractor agrees with that and wants to discuss that with his manager.

During the break, the manager of the asset owner points out that he thinks it is not clear to the maintenance contractor that they are paying for the points. They are also discussing if the points have to be replaced in 2015. The asset owner thinks that this is information what is not in the simulation game. The manager points out that the most important part is that they understand that they are paying for the reduction program. Because it might be unclear that the directors has not made a clear agreement.

After the break, the maintenance contractor propose a deal. They are willing to pay for 50% of the renewal of the points. The asset owner was a bit surprised. He wants to find out if the points have to be replaced in 2015. He wants to keep this out of the conversation. The maintenance contractor is disappointed, because he offered a beautiful deal. And how to deal with the future disruption because of these points? The maintenance contractor asks furthermore what the asset owner expects from capacity of the maintenance contractor? The asset owner does not know that exactly. Reduction of disruptions is in favour of both organizations. The initial costs are for the maintenance contractor. Did the maintenance contractor received the same information? The maintenance contractor wants to put effort in the plan. But he cannot put more personnel on the contract and do investments. The asset owner tries to convince the maintenance contractor to go along. The maintenance contractor wants to start with a plan, but does not want to agree that they are paying on forehand. The solution is that they are making both plans and come back with that.

Transcript rail professionals group 2

The asset owner opens the meeting. The agenda is proposed to discuss the list of disruptions. The asset owner directly dropped the issue that they want to decrease the number of disruptions, but they do not have the financial funds for that. The maintenance contractor did not know that. The common goal is to decrease the list of disruptions, the asset owner proposes. The maintenance contractor says that there are two points that had to be replaced in 2015, but they are still there. It is a big issue to replace the points. It will cost EUR 115.000 and for that amount of money can the points be replaced as a whole system. The contract, in article 4.2 this is extra work which have to be financed by the asset owner. The asset owner is a bit surprised, because he did not have that knowledge. But he summarized the facts to check if he understands it well. The asset owner has a limited budget, so he has to discuss this with his manager. The maintenance contractor says that there must be a budget somewhere. Other possibilities for lowering the number of disturbances? The maintenance contractor wants to look at the disruptions of the level crossing.

During the break, the asset owner looks into the contract. They were surprised. They have to invest EUR 115.000. The manager says that they do not have extra budget. But it is a contractual matter, the asset owner says. The asset owner says that he heard before that there are problems with these points. It is a big dilemma. The manager has to find budget, but that means that other projects will be delayed. They have to underpin the need to replace the points. The replacement of the points within a week, the manager says.

After the break the asset owner says that they have a problem with financial fund. But they are doing a second opinion by their own inspector. If these points are really worn out, they will be replaced immediately. The maintenance contractor wants to know that, so they can make a planning. The asset owner promised to do this within a week. The asset owner asks about the level crossing. The maintenance contractor did not have the time to look into this issue. The maintenance contractor comes back to discuss the worn out points. They do not want to be hold responsible for any disruptions on the points as long as they are worn out. According to the contract, article 4.2, they do not have to pay for the claimed financial sanctions. The asset owner replied that there is also an article in the contract what says that the maintenance contractor must report in time when objects are about to fail or are in failure. They discuss about contracts in general. If the maintenance contractor can prove that they already reported that, then the asset owner will manage this issue. End of discussion.

Transcript externals group 1

The asset owner welcomes the maintenance contractor. The asset owner tells that a new program is going to be started. He asks how she is views to that. The maintenance contractor is positive about the program. She is wondering if this is a change in the scope and if there are any financial funds available to finance the upgrade. The asset owner says that there are no financial funds available. Instead, they calculated the investments in relation to the reduction of the disruptions on maintenance. The maintenance contractor will benefit by participating in the program, because they will receive less financial sanctions due to disruptions. The maintenance contractor wants to have guarantees that the number of disruptions will decrease. The asset

owner cannot give guarantees. He says that engineers calculated the effects carefully, so she must believe them. The maintenance contractor wants to look into the information before she makes a decision. The asset owner says that according to the contract there are possibilities. Objects which do not have the minimum required quality before the start of the contract, have the possibility to get them to the minimum required quality. The maintenance contractor says that there are points which are worn out and have to be replaced. She proposes that the points have to be replaced by the asset owner. She wants to get rid of the financial sanctions on these points. The asset owner says that this is a separate job. However, he has no money to finance this. The maintenance contractor says that the maintenance of the point is equal to the replacement the points. They can do that. It will cost the asset owner no extra money. It is not clear of the replacement of the points is extra scope. They leave it at that.

Transcript externals group 2

The asset owner starts the conversation. He wants to reduce the number of disruptions and the idea from management is that the maintenance contractor will invest the money for this purpose. They will earn the investment back by having less disruptions on this object. The maintenance contractor asks how the asset owner wants to fulfil this question. The asset owner wants to look to the critical assets first. He wants to know if there is a list of critical assets. The maintenance contractor has another issue. There are worn out points which have to be replaced before the contract started. They received so many financial sanctions that they cannot replace the points. The maintenance contractor offered a deal that they replace the points if the asset owner is willing to withdraw the financial sanctions so they are both focussed on the reduction of disruptions. This seems a good deal to the asset owner, but he wants to check where the catch is. The asset owner wants to try this for a period of a year to see if the disruptions have decreased. The maintenance contractor does not want that. It is a yes or no discussion. Why are they not taking the deal? And evaluate the relationship after 12 months. The discussion continues. Finally they agreed to replace the worn out points at the cost of the maintenance contractor. The asset owner withdraws the financial sanctions regarding the worn out points. The maintenance contractor asks his management for permission to withdraw articles 4.1, 4.2 and 4.3 from the contract and discuss the outcome in the next meeting.

Observations

The scenarios of the two groups from the rail professionals are compared to each other. Table 39 shows the summary of the simulation games.

Both target groups are simulated with different outcomes. The asset owner of group 1 did not trust his counterpart on the given information. The asset owner of group 2 was surprised, but trusted his counterpart for the given information. The asset owner in group 2 wants to verify the received information first, but agreed that he is paying for the costs. The contract managers in group 2 solved the issue. The contract managers in group 1 did not solve the issue and they agreed to make more reports. Interestingly, the maintenance contractor of group 1 offered a very good deal to the asset owner. Because the asset owner did not trust his counterpart, he did not accept the deal.

Table 39 | Summary of simulation games scenario 2.1

	Group 1	Group 2
Rail professionals	<p>Central theme: unclear information and can the other information be trusted Atmosphere: friendly conversation, but they are not trust each other well Preferred management style: both on the contract Chosen strategy: discuss the list of disruptions and check if both parties have the same information Outcome: two reports will be made, one report it the points had to be replaced in 2015. And an action plan to reduce the number of disruptions without saying who is doing the initial investments</p>	<p>Central theme: the worn out points have to be replaced according the contract Atmosphere: friendly conversation Preferred management style: the maintenance contractor on the contract, the asset owner on the relation but went along with the contractual style Chosen strategy: asset owner wants to discuss how to decrease the number of disruptions by managing the relation well Outcome: asset owner is doing an inspection on the worn out points. If they are really in a bad shape, they will pay for the replacement</p>
Externals	<p>Central theme: “to what say I yes?” Atmosphere: friendly conversation Preferred management style: both manage on the relationship Chosen strategy: the worn out points are paid from money which they thought to get from the monthly fee. Outcome: issue solved</p>	<p>Central theme: “to what say I yes?” Atmosphere: friendly conversation Preferred management style: both manage on the relationship Chosen strategy: the worn out points are paid by the financial sanctions, which are withdrawn Outcome: it is unclear if the issue is solved</p>

Rail Professionals group 1

There was information available where both respondents could bring arguments. However, they did not use the information they had. The maintenance contractor had information, which the asset owner did not have. The asset owner did not know if he could trust that information. In the end, the issue was not solved. They are doing more research in order to gather more information before they come to an agreement. The maintenance contractor offered a deal where they want to pay half of the price to replace the worn out points. Afterwards, this is a really good deal if the asset owner had known that he will be paying for replacing the points when he trusted the information he received. He thought the maintenance contractor was bluffing.

Rail professionals group 2

The asset owner was surprised by the information he received. The worn out points had to be replaced in 2015. The contract is from 2016. Article 4.2 in the contract says that the costs for a proper functioning points are for the maintenance contractor. The asset owner allows the costs of the replacement of the points, but he wants to check that first. This is a good example of trust, but verify... The maintenance contractor was also bringing in the costs of the disruptions. The asset owner does not go along with that argument, because the contract also says that the maintenance contractor has to report in time the status of the objects and he did not do that. The maintenance contractor says he did report that. The asset owner wants to see proof. If they reported that in time, he will allow to transfer the costs of the disturbances to the asset owner.

Externals group 1

The maintenance contractor did not understand the issue well. She has received financial sanctions, but she confused that with financial funds for maintenance. The financial funds for sanctions is equal to the replacement of the points. She could start the discussion that she does not want to receive these sanctions, because the points have to be replaced. She did not do that.

Externals group 2

In the evaluation all respondents felt the offer from the maintenance contractor was too good to be true and therefore the discussion continued. While the offer was really great. Because of that, the asset owner wants to look into the future and offered an even better deal, which is not accepted by the maintenance contractor. He wants to discuss that with his management first. It is interesting that there are two deals which are too good to be true, and both are holding back to accept the deal.

Scenario 2.2 Disruptions from the maintenance contractor's management

Scenario description

In this scenario there is discussion about a request for change. The maintenance contractor used competitive prices in the tender for machines fuel. In the meantime the prices for fuel increased by € 0.34 per litre. This request was rejected by the asset owner. According to the contract prices may be annually raised by the CBS (Statistics Netherlands; in Dutch 'Centraal Bureau voor de Statistiek') index. The index over 2017 is 1.02%.

At the same time, the director of the maintenance contractor is not happy by the attitude of the Dutch asset owner. He wrote a letter to the ministry to complain about that. Moreover, he gave interviews to the media where he publicly complained about the issues. The contract managers are meeting each other in a regular meeting where the maintenance contractor tries to get his request for change accepted. The asset owner has to deal with that.

Transcript rail professionals group 1

The asset owner welcomes the maintenance contractor. He starts the conversation by introducing the rejected request for change. The cost engineer looked at it. The offered price was a bit low, but this is the basis where the CBS index is multiplied. The price in the request is too high. The maintenance contractor says that the offered price was correct at that time. The asset owner does not want to discuss that. The CBS index is multiplied by the offered price and that is the price the asset owner is willing to pay. He does not want to discuss that the offered price is too low. The maintenance contractor thinks that this issue is according to the

contract. The raised prices are due to unforeseen circumstances. The maintenance contractor cannot take these risks. The asset owner says that this acceptance is not in the contract and that the maintenance contractor applied for the contract with an offer, including risks. The maintenance contractor says they make losses caused by the high fuel prices. The asset owner repeated that this is the risk of the maintenance contractor. If they are taking the risk by offering low prices and having advantages at the start, they have to take the disadvantages as well when the world is looking darker. The maintenance contractor says that they have calculated risks in the contract, but that the prices are dramatically increased in the past months. The asset owner says again that is the issue of the maintenance contractor. The maintenance contractor tries to start a new argument that this conversation is not reasonable. The asset owner does not want to hear that. It is not in the contract. The maintenance contractor wants to discuss this internally.

The manager of the maintenance contractor says that the contract is leading. However, the government decided to raise prices, which was unforeseen. So, compromise is the key. The maintenance contractor asks if it is possible to share the costs. The manager agrees to that. If not, he is willing to go to court. But the first attempt is to find a connection and deal with it.

After the break the maintenance contractor says that the raised prices are not reasonable. She wants the asset owner to understand her position. The asset owner offered that their lawyers are looking at the case and are trying to come up with an agreement. In this way, the discussion is kept out of their relationship. The maintenance contractor does not want to use lawyers in this case. The maintenance contractor says that if they bankrupt, the asset owner has a bigger problem. The asset owner replied that if that is the case, the directors have to discuss that. The maintenance contractor hopes that the lawyers will quickly come to an agreement. The urgency is high. The maintenance contractor tries another time by offering a deal where both parties take half the costs. The asset owner replied that this is not his call. The conversation ends with this.

Transcript rail professionals group 2

The maintenance contractor starts the conversation by putting the raised fuel price on the agenda. The asset owner interrupts the attempt of the maintenance contractor to build up the conversation by dropping the fact that he is not happy by the interview of the director of the maintenance contractor in the newspaper. He read out loud the title: "Maintenance contractor hits ProRail hard" and "ProRail does not want to pay for the fuel expenses due to raised prices". "Well, that is exactly what we are not going to do", the asset owner says. The maintenance contractor says that his board of Directors do not like that the fuel prices raised dramatically and the asset owner will not compensate for that. The asset owner says that he cannot accept the request for change according to the contract. "The article says also that ProRail wants to put pressure on the maintenance contractor," says the maintenance contractor. That is not the case, says the maintenance contractor. The maintenance contractor accepts the explanation, but wants to discuss the article of the newspaper with his manager

During the break the asset owner is calculating the inflation. He concludes that this is not much.

After the break, the maintenance contractor says that the article in the newspaper surprised him. The article contains information which is not necessarily true, however, the core message still stands. They are doing the best they can to serve the contract, but they have limited financial funds. The costs of fuel has risen dramatically. He points to the monthly fee, and there is not much profit. The asset owner says that the offered fuel prices were very low, and the prices in the request are too high. The maintenance contractor asks what he finds realistic. The asset owner does not know what is realistic. He asks what the maintenance contractor proposes. The maintenance contractor wants to be compensated. The asset owner wants to contribute to the discussion. But he asks the maintenance contractor to discuss what is possible. The asset owner wants to discuss with his manager if he is able to give compensation.

During the break, the maintenance contractor wants to withdraw 10 cents. This is because if his personnel purchased fuel from cheap gas stations it will save 10 cents compared to the expensive ones. The manager of the maintenance contractor says that it is apparently useful to visit the media to draw attention, implicitly saying that they are now willing to compensate. The maintenance contractor is calculating what he can ask.

After the second break. The maintenance contractor starts the conversation. The asset owner asks the maintenance contractor if he studied prices? Because he did that. The maintenance contractor wants to know

the outcome of that. He explains he also studied prices. The asset owner asks for realistic prices. The maintenance contractor says that he can reduce the price by 10 cents if they fuel up at cheap gas stations. The asset owner is happy to hear that. The asset owner wants to raise the price by 20 cents. The maintenance contractor wants to have 24 cents. The asset owner wants the maintenance contractor to take these losses, because they signed for the contract and this is extra. The maintenance contractor agrees to that. The game ends with shaking hands.

Transcript externals group 1

The asset owner welcomes the maintenance contractor. He has received a request to pay an amount of € 78.000. But he is not willing to pay that. He is willing to pay the index according the yearly CBS index rate. The maintenance contractor is disappointed. He has to bring the bad news back to work. He is disappointed that the asset owner has a straight forward attitude and that he is not willing to listen to his arguments. The asset owner does not react to that. He asks if there is anything else to discuss? For example the article in the media? The maintenance contractor wants to hear how the asset owner views the article. In his view the maintenance contractor is negative in the news, where the asset owner appear in good light. The asset owner says that this is fantastic news for citizens that they have more value for the taxes they pay. He adds: "The same quality of train schedules, while there is a reduction of 30%!" The maintenance contractor says that if they make profit, they pay tax, which is also good for society. While if they become bankrupt, it will cost society money. The maintenance contractor complains that he has nothing else to force any decisions, so he cannot do anything else than accept this. The asset owner asks if he must be worried right now? Are they financially healthy? The maintenance contractor stays in the middle with his answer, like he does not want to admit that they are still healthy. The asset owner wraps up that he does not want to pay the increased costs. The maintenance contractor is still frustrated that he does not get what he wants. But he accepts it.

Transcript externals group 2

The asset owner welcomes the maintenance contractor. The asset owner says that he cannot accept the request for change. The maintenance contractor says that he heard that the asset owner had approved the higher expenses. The maintenance contractor says that the fuel price is not in the contract. The asset owner does not buy that, but he is willing to investigate that in further detail by asking more questions. The maintenance contractor says that they have had a lot of discussions about extra expenses. Why do they have to discuss at length before a decision is made? Because if they have to carry all the expenses, they probably will make losses. The asset owner says that they applied for this contract with the offered prices in the tender. These prices includes variations in prices. Therefore the CBS index can be applied. The maintenance contractor says that the index is an average, but the fuel prices increase is higher lately. The asset owner says if the fuel prices decreased, they would offer still the contractual prices, so this is a risk which belongs to the maintenance contractor. The maintenance contractor says he does not ask for a raise for all used fuel, only for this one. The asset owner asks if the price is competitive? The maintenance contractor acknowledges that. The maintenance contractor tries to influence the asset owner. However, the asset owner does not accept the extra costs of the fuel prices. He wants to do some more research about this internally. The maintenance contractor asks what he is searching for? Because if he is taking more time, all the construction work will stop, because they are not buying any fuel anymore. "When do you want to have the answer?" The asset owner asks. The asset owner sticks to the point that he wants to do more research. The maintenance contractor helps to show why the fuel price raised lately. That helps the asset owner. But the asset owner keeps to the point that the risks of price fluctuations is due to the maintenance contractor. They agreed that the asset owner will do some more research and that the maintenance contractor provides him extra information.

Observations

The scenarios of the two groups from the rail professionals are compared to each other. Table 40 shows the summary of the simulation games.

The simulations of the rail professionals show that the relational aspect in the contract is needed to solve the issue. The first group stick to the contract and nothing happened. They did not even discuss the article in the newspapers. They kept their emotions to themselves and probably these emotions influenced the strategy of how they are going to win the game. The contract managers in the second group immediately discuss the article in the newspaper. The emotions were visible. At first this seemed a disadvantage for the maintenance contractor, but it turned out that this was an advantage for the maintenance contractor. He was able to make clear how big this issue was. His counterpart was willing to cooperate and to solve the issue.

Table 40 | Summary of simulation games scenario 2.2

	Group 1	Group 2
Rail professionals	<p>Central theme: discussion about the request for change to transfer costs from the asset owner to the maintenance contractor</p> <p>Atmosphere: polite, but business wise</p> <p>Preferred management style: asset owner on the contract, the maintenance contractor tries to do this relational but her tone of voice is business wise (contractual)</p> <p>Chosen strategy: try to make the asset owner responsible for the costs due to unforeseen action from government</p> <p>Outcome: the solution is that their lawyers will discuss this issue</p>	<p>Central theme: discussion about the request for change to transfer costs from the asset owner to the maintenance contractor</p> <p>Atmosphere: at start some frustration. Later on polite and serene</p> <p>Preferred management style: contractual. Later on based on relational</p> <p>Chosen strategy: the maintenance contractor knows he cannot win on contractual discussions, so he goes for the relational arguments</p> <p>Outcome: the solution is that the request is accepted, but for a raise of 20 cents instead of 34 cents</p>
Externals	<p>Central theme: just</p> <p>Atmosphere: somehow polite, but trust is missing</p> <p>Preferred management style: contractual</p> <p>Chosen strategy: the asset owner on the contract. The maintenance contractor goes along with that</p> <p>Outcome: simulation issues are not solved completely</p>	<p>Central theme: avoiding the discussion by sticking to the contract</p> <p>Atmosphere: polite but malicious</p> <p>Preferred management style: the asset owner on the contract, but he is willing to listen to the arguments. The maintenance contractor is also on the contract.</p> <p>Chosen strategy: stick to the contract and do not listen to the arguments</p> <p>Outcome: issue not solved</p>

Rail Professionals group 1

The maintenance contractor seems a bit angry. She was framed by the information she received. She knows her chance to win the game was by connecting to the other. She convince him to be reasonable. However, the asset owner stick to the contract and he was not able to shift to the other side. Moreover, every time the maintenance contractor tried to bring in new arguments, the asset owner waved her arguments from the table. He was determined to win this game by not settling. The maintenance contractor had no chance.

Rail professionals group 2

The asset owner is a bit irritated due to the article in the newspaper. He brings that to the table immediately. The maintenance contractor is surprised and proposed to discuss that internally. With that he was offering a time-out. Once they see each other again, he is able to nuance the article. However, he used that article to make the point of his problem. He also admitted that the fuel prices are a bit too high. If the personnel is filling up the cars at cheaper fuel stations, it can be cheaper. By doing that, he moves first. The asset owner becomes more relaxed and he is able to look at the issue from another perspective. He is in doubt, because there is a contract and he does not know if he is able to let that go. A second break is proposed. After the second break there is some distance and nobody wants to be first to tell the price they had in mind. Finally, the asset owner takes the first step. There is still discussion about the difference, but the maintenance contractor takes the losses.

Externals group 1

The asset owner was very hard on the contract. He does not seem to listen at all to the arguments of the maintenance contractor. He set an atmosphere where he is not willing to pay for extra expenses from the maintenance contractor. The maintenance contractor on the other hand accepts immediately his destiny. He did not fight back with reasoning. He does not know what to say. He is just looking into his papers, like he is avoiding the much more strong counterpart on the other side of the table. But he is irritated. Even the scenario looks solved, he is still frustrated.

Externals group 2

The asset owner tries to see the different point of views, while the maintenance contractor is pushing him to go along. The maintenance contractor is manipulative. The asset owner sees that and does not listen to that. He urgently wants to form an opinion himself. He sticks to the point that he has to have more information before making a final decision. The maintenance contractor threatens the asset owner at one point that he will stop all activities when the extra fuel expenses are not accepted. But still, the asset owner does not react to that.

The effect of personal management style

Scenario 3.1 Asset owner uses the contract management style; maintenance contractor uses the relational management style

Scenario description

The performance of the rail infrastructure is measured by the number of disruptions. Costs of the disruptions will be allocated to the party causing the disruption. The level of the cost depends on the impact of the disruption on a specific location and the duration of the disruption. There are regular discussions about the allocation of penalties to prevent extra costs. In the performance based rail maintenance contract there are penalty clauses when a maintenance contractor does not report issues on the infrastructure or when the performance of the rail infrastructure is below minimum standards.

In this scenario there are two issues. The first issue is that the number of disruptions of the maintenance contractor has decreased, especially the number of disruptions on a rail bridge. This issue is easy to solve, because the maintenance contractor has solved the problem by replacing an important part in the control system. The second issue is that two points in the rail infrastructure are worn out. Replacing points is not in the contract and it is expensive. The asset owner has to replace the points, but for unclear reasons they did not do that. The number of disruptions also decreases on the points, however it is not clear if the disruptions can relate to these particular points.

Besides these two issues, the asset owner is bound to stick to the contract and the maintenance contractor is bound to solve the issues by making the relationship important.

Transcript rail professionals group 1

The asset owner starts the conversation by putting the disruptions on the agenda. He asks how the maintenance contractor wants to solve this issue. The maintenance contractor said that he was shocked by receiving so many allocated disruptions. He wants to evaluate the repair time, which is enormous. The asset owner said that he was shocked as well. He wants to evaluate to prevent so many disruptions in the future. The maintenance contractor agrees that he wants to evaluate that. He also want to discuss some of the disruptions because of the worn out points, which they e-mailed about last October. The asset owner admits that the worn out points need to be replaced, but not on the short term. His inspector thinks replacement next year is suitable. There are some parts which have to be replaced, such as rail sleepers. That is small maintenance. The asset owner wants to receive a proposal. The maintenance contractor interpreted this as sending an offer to keep the points alive for the next period. The maintenance contractor says "looking at the number of financial sanctions, we do not want to have more of these in the next months". The maintenance contractor implicitly says that the asset owner have to be take care of more problems like these. The asset owner says that he does not have sufficient financial funds to replace points in the short term. But there is no urgency right now, since according to their own inspections, the points are good enough. The maintenance contractor asks if disruptions is caused by broken points. The asset owner avoids that issue. The conversation will have a break to discuss the conversation so far with their managers.

The maintenance contractor says to his manager that he is not happy with the fact that he is keeping the worn out points alive. There is a risk of more disturbances because of the bad shape. The manager says that they do not want to have these risks. As long as the asset owner becomes the risk owner of the disruptions, then it is fine to extend the life cycle of the points. Another problem are the disruptions of the points which are already pointed out to the maintenance contractor. The manager proposes that the asset owner takes over the financial consequences of the disruptions.

After the break the maintenance contractor takes the lead. He drops the proposal to extend the life cycle of the points. The asset owner says that he does not mean to receive an offer. The points themselves do not have to be improved. The maintenance contractor is confused, because he misunderstood that. The asset owner asks for a proposal how the maintenance contractor can manage their key performance indicators. The maintenance contractor proposes a solution to use an epoxy kit. But they are not willing to take these risks. The asset owner asks for an action plan, so he can decide if the risks are acceptable. The issue of the consequences of the disruptions is laid down on the table by the maintenance contractor. The question is if the disruptions are caused by these points? The maintenance contractor needs more information to check that.

The asset owner wants an overview of these disruptions and an action plan to prevent these disruptions in the future. The maintenance contractor says they are already doing an evaluation. They wrap up the actions.

Transcript rail professionals group 2

The asset owner starts the conversation. On the agenda is the list of disruptions and the worn out points. The maintenance contractor says that the worn out points is the most important subject for him. He says that he has the contract since 2016. He sent an e-mail about the bad shape of the points before. Now there are disruptions on the points and he does not want to receive financial penalties. It will cost him much money if he is held responsible for it. From the disruption list, 60% of the disruptions are due to these points. He urgently need the asset owner to replace the points. Moreover, it takes too much capacity to keep these points alive. The asset owner says that exchanging parts of the points are in the contract. They do not see why they are exchanging the whole system. The maintenance contractor agrees that he can put more capacity on these points. The asset owner wants to check the contract and what they can do about the financial sanctions if this is arranged in the contract. The maintenance contractor starts with the second issue: the disruptions due to the failures of the points. The asset owner cannot correlate the disruptions to the worn-out points. They discuss every disruption of the list. The disruptions due to the delayed activities are connected to the worn-out points. The maintenance contractor wants to check the list before answering what the cause of these disruptions are. They agree that the maintenance contractor delivers a report about that.

Transcript externals group 1

The asset owner and the maintenance contractor discuss the list of disruptions. The asset owner asks how it can happen that there are so many disruptions. The maintenance contractor explains that they started to do maintenance on the points which appeared to be worn out. Because these points were already worn out before they have to be replaced by the maintenance contractor, because this kind of replacements are not in the contract. The asset owner wants to stick to the contract. "An agreement is an agreement", he says. The penalty of 15% is the sanction due to lack of performance. The maintenance contractor says that he wants to bring the asset owner to court if that happens. The asset owner is willing to investigate in the worn out points, but there are other disruptions. So the penalty is still on the table. The discussion continues and ends in a status quo. The issue is not solved.

Transcript externals group 2

The asset owner welcomes the maintenance contractor. The maintenance contractor gave her excuses about the disruptions. She wants to discuss the list of disruptions. The asset owner wants to know if there are any surprises coming in the near future. The maintenance contractor says that there are a few worn out points. The asset owner asks why she wants to discuss the list of disruptions. Is that to negotiate about the financial sanctions? The maintenance contractor starts the discussion if the worn out points have to be replaced by the asset owner? The rest of the disruptions are not okay, but they take the financial sanctions as is. The asset owner says that they agreed to a contract with the actual state of the maintenance as is. The maintenance contractor maintained the infrastructure for already a year, so why are they starting the discussion now? The maintenance contractor says that the points are worn out. The question is why this was not known before? The asset owner replied by saying that they had to maintain the points last year. Is there anything done on maintaining the points? The maintenance contractor says that she has to check that, but the discussion is still ongoing. It is still not sure what the actual state of the points were at start of the contract. The asset owner suggests that the maintenance contractor makes visible what they did last year. If they can make visible that the bad state of the points is not due to bad maintenance, he wants to discuss the possibility to replace the points. That includes inspection reports. However, if they did not do any maintenance, he wants to activate article 3.4. The maintenance contractor says that is a strong statement at this moment. The asset owner explains that he is worried that the points are not safe for trains. She understands that. The point what the asset owner wants to make are the delays in the work. Due to these delays trains cannot run. The maintenance contractor says she does not know why this could happen, but she will analyse and report that. With that they agree to both points.

Observations

The scenarios of the two groups from the rail professionals are compared to each other. Table 41 shows the summary of the simulation games.

Table 41 | Summary of simulation games scenario 3.1

	Group 1	Group 2
Rail professionals	<p>Central theme: who pays for the improvements for the points and who is responsible for the disturbances of the points in the list of disturbances</p> <p>Atmosphere: friendly conversation</p> <p>Preferred management style: the asset owner is managing by the contract, the maintenance contractor on the relationship</p> <p>Chosen strategy: The maintenance contractor want to enrol the asset owner into their responsibility that the points had to be replaced, so that they will pay the costs for the points and take the consequences of the disturbances in the past</p> <p>Outcome: The asset owner is not paying anything and the maintenance contractor has to come up with an action plan to solve the problems</p>	<p>Central theme: who pays for the improvements for the points and who is responsible for the disturbances of the points in the list of disturbances.</p> <p>Atmosphere: friendly conversation</p> <p>Preferred management style: the asset owner is managing by the contract, the maintenance contractor on the relationship</p> <p>Chosen strategy: The maintenance contractor want to enrol the asset owner into their responsibility that the points had to be replaced, so that they will pay the costs for the points and take the consequences of the disturbances in the past</p> <p>Outcome: The asset owner is not paying anything and the maintenance contractor has to come up with an action plan to solve the problems</p>
Externals	<p>Central theme: the asset owner stick to the contract and put on financial sanctions</p> <p>Atmosphere: hard on the contract</p> <p>Preferred management style: asset owner shows the contractual management style, the maintenance contractor tries to be on the relational management style but the temptation is to go along in the contractual management style</p> <p>Chosen strategy: just stick to the contract</p> <p>Outcome: the issue is not solved</p>	<p>Central theme: discussing the disruptions and look who is responsible to what</p> <p>Atmosphere: friendly conversation</p> <p>Preferred management style: the asset owner is using the contractual style, the maintenance contractor the relational style</p> <p>Chosen strategy: try to discuss the responsibilities</p> <p>Outcome: the issue is solved for now, but they have to discuss the issue again next time</p>

Rail Professionals group 1

There was miscommunication. The maintenance contractor thought he was asked to make an offer to fix the worn out points. However, the asset owner does not want to pay for anything. It is all in the contract. At the end the asset owner does not pay for anything, but the maintenance contractor has to pay or it and has extra activities to manage, like making plans for improvement.

Rail professionals group 2

The same as in group 1. The maintenance contractor has to pay for everything and has to make several plans.

Externals group 1

The maintenance contractor is using the contractual management style. The maintenance contractor tries to get an understanding, but as long as the asset owner sticks to the contract, the conversation ends in a status quo.

Externals group 2

The maintenance contractor is a junior in her function. At least, the asset owner suggests that at the opening. Therefore she did not get a chance to make her point. She tries to discuss the issue, but she was not expert enough for her counterpart who is dominant in the conversation. Because of that, she did not had a chance to win the conversation.

Scenario 3.2 Asset owner and maintenance contractor use the relational management style

Scenario description

The same scenario is played as scenario 3.1, but the asset owner and maintenance contractor are both instructed to manage the issues by focusing on the relationship.

Transcript rail professionals group 1

The asset owner provided the report from the Ministry of Environment and Infrastructure. She wants to explore the possibility to steer less on financial and juridical instruments and more on relational aspects. The maintenance contractor is glad to hear that, but the e-mail he received is interpreted differently: short and concise. Moreover, there are financial sanctions about the disruptions in the overview. The asset owner admits that, but wants to know how to solve these disruptions to prevent more disruptions in the future. The maintenance contractor wants to discuss the overview with the aim to reduce the financial sanctions. He thinks

that not every disruption is due to the maintenance contractor. For example the worn out points. The resulting financial sanctions are high and these disruptions have another cause. The asset owner does not know if these disruptions are related to the worn out points. The maintenance contractor says that he checked that on before, and these disruptions are related to the worn out points. He wants to solve issues which belong to him. The maintenance contractor shows empathy. He proposes to provide more information about two disruptions on the list. The disruptions of the delayed activities is also not for them, these are due to another party. The asset owner does not agree. This is the list she is managing on. But she will check that in the internal organization. The other three disruptions are due to the maintenance contractor, the maintenance contractor admits. He promises improvements on these activities. The asset owner asks if they manage their processes correctly? The maintenance contractor says they have to do better and he promises to improve performance. The maintenance contractor wants to solve issues together by discussing a project plan with the specialists of the asset owner. The asset owner agrees to that. The asset owner will check the disruptions of the delayed activities. The maintenance contractor will send information about that and an improvement plan for the points.

Transcript rail professionals group 2

The asset owner starts with the overview of the disruptions. The maintenance contractor wants also to discuss the worn out points. The asset owner add the points on the agenda and starts with the list of disruptions. His aim is to improve the performance of the rail infrastructure together. He asks for an explanation why the number of disruptions is so long. The maintenance contractor acknowledges he wants to improve the performance as well, because he is not satisfied with it. However, the lack of performance is not only due to his responsibility. The asset owner has also a share in this lack of performance. He wants the asset owner to replace the worn out points. The asset owner sees the benefit in improving the worn out points. The maintenance contractor is satisfied with that answer. The maintenance contractor says the asset owner can use the reports of the technical conditions of the points as proof of the bad shape. The asset owner continues with other disruptions on the list. He wants to receive an action plan for improvements and he is willing to pay. The maintenance contractor says he has already an improvement plan. He wants to share this. The maintenance contractor says that these worn points are vulnerable until the points are improved. The asset owner wants to take care of the costs in the meantime. The maintenance contractor wants to discuss that with his manager.

During the break the asset owner thought he gives something and gets favours in return. He also thinks that the responsibility of the maintenance belong to the maintenance contractor.

After the short break the conversation continues. The maintenance contractor is delivering an improved performance plan, which both organizations are responsible for. They agree to the deal. The asset owner wants also to receive an offer for the renewal of the most important parts of the points. With that, the maintenance contractor is responsible for the points again, also for the points heater.

Transcript externals group 1

The asset owner opens the regular meeting. The maintenance contractor directly starts with the discussion that the tone of the e-mail was not very friendly. The asset owner says that it was not meant to be friendly, because the list of disruptions is very serious. The maintenance contractor says that he wrote an e-mail to ask to replace the worn out points immediately. The asset owner did not react on that. According to the contract they have the obligation to report worn out and damaged objects of the rail infrastructure. They predicted that disruptions on the worn out points were coming. Now the disruptions are actually there, they received financial sanctions. The asset owner asks about his proposition. The maintenance contractor proposes not to pay the financial sanctions. Moreover, the asset owner has to replace the worn out points. The asset owner suggests that the maintenance contractor replaces the worn out points and in return the financial sanctions will be lifted.

The maintenance contractor has to discuss this with his manager. The maintenance contractor proposes to his manager to stick to the offered proposition. Moreover, he wants to threaten with juridical procedures if they are not cooperating. The manager acknowledges that in the first place, but proposes other solutions. The game ends with this conversation.

Transcript externals group 2

The asset owner wants to know why there are so many disruptions. The maintenance contractor wants to know if the financial sanctions are a fact or that there is a possibility to get them off the table. He asks this because he wants to know how the game is played. The asset owner says that the financial sanctions may be withdrawn from the table, but it is plausible that the financial sanctions stays on the table. The maintenance contractor is not happy with the disruptions. He sent an e-mail half a year ago. There was no reaction to the e-mail. He reports the worn out points. Now there are disruptions on these points, they will probably receive financial sanctions. There is some discussion about the interpretation of who is responsible for replacing the points. It is a game where the maintenance contractor tries to provoke a reaction of who is responsible. The asset owner wants to investigate the problem. He also mentions that there are examples of maintenance contractors from other maintenance regions not doing proper maintenance when a contract ends. He is afraid that this is the case in this contract. The discussion continues for a while. Finally, the maintenance contractor wants to discuss the disruptions. The maintenance contractor wants to know when he will receive an answer on his e-mail. The asset owner says at a certain moment that the financial sanctions are off the table, but he wants to investigate together the problem. The report from inspection of the Ministry is discussed. The maintenance contractor does not recognize that report. The asset owner is willing to share this, but it is published and can be downloaded from the internet. Time was running out and the game ends.

Observations

The scenarios of the two groups from the rail professionals are compared to each other. Table 42 shows the summary of the simulation games.

Table 42 | Summary of simulation games scenario 3.2

	Group 1	Group 2
Rail professionals	<p>Central theme: avoiding the costs and responsibilities for the worn-out points</p> <p>Atmosphere: friendly conversation</p> <p>Preferred management style: the asset owner has the relational management style, the maintenance contractor has the contractual management style</p> <p>Chosen strategy: the maintenance contractor denies and convinces the other of their interpretations. The maintenance contractor was searching how to deal with issues based on the relationship</p> <p>Outcome: the maintenance contractor has very limited disturbances on his list and there is nothing decided about the worn out points</p>	<p>Central theme: solving the issues by both being responsible</p> <p>Atmosphere: friendly conversation</p> <p>Preferred management style: both contract managers are focussing on the relationship</p> <p>Chosen strategy: The asset owner wants to give first in the hope he receives back</p> <p>Outcome: To the satisfaction of both, the asset owner is paying for exchanging the important parts of the points and also for the disruptions in between. However, the maintenance contractor has to pay for the disturbances on the list.</p>
Externals	<p>Central theme: convincing the other of his interpretation of the truth</p> <p>Atmosphere: it starts friendly, but it end up frustrating</p> <p>Preferred management style: both contract managers showed the contractual management style</p> <p>Chosen strategy: convincing the other without listening to what the other has to say</p> <p>Outcome: the issue is not solved</p>	<p>Central theme: convincing the other of his interpretation of the truth</p> <p>Atmosphere: it starts friendly, but it end up frustrating</p> <p>Preferred management style: the maintenance contractor shows the contractual management style, the asset owner the relational management style</p> <p>Chosen strategy: convincing the other without listening to what the other has to say</p> <p>Outcome: the issue is not solved</p>

Rail Professionals group 1

The maintenance contractor was very dominant. His goal was not to cooperate, but to limit the number of disturbances which result in penalties. He was avoiding the information the asset owner brought in. The maintenance contractor remains polite and friendly. It looks like he was managing the relationship, but he was using the contract continuously. Moreover, he showed no empathy or intimacy. The maintenance contractor was focussed on achieving his goals by gaining information. He shows no integrity nor reliability. The asset owner on the other hand was instructed not to manage on the contract, but rather search for the right approach. She was hoping to do it together. She was dismissed.

Rail professionals group 2

It was a very friendly conversation. The asset owner was too easy with promises to pay for maintenance. The maintenance contractor, on the other hand, seemed to miss the point that the list of disturbances was still on the table. The question is: who won? Another thing is: managing on relationships, does that mean the conversations are substantive? Or are they not challenged enough if the contract does not matter?

Externals group 1

Both parties have their own interpretation about the truth. They did not seem to agree. Moreover, the maintenance contractor gets more and more frustrated. At the end, the maintenance contractor was willing to escalate via juridical procedures. The asset owner was not able to communicate his point of view very well. He was thinking a lot without communicating what was on his mind.

Externals group 2

The maintenance contractor was very dominant. It seemed that he did not want to listen to what his counterpart had to say. But he listened well. He was steering on provoking answers which can be used against the asset owner. His goal was to win.

The asset owner starts to generalize the behaviour of maintenance contractors, without saying that his counterpart is doing the same. Later on, it became a bit more obvious that this reaction came from the report he has received from the inspection department of the Ministry.

Scenario 3.3 Asset owner uses the relational management style; maintenance contractor uses the contractual management style

Scenario description

The same scenario is played as scenario 3.1, but the asset owner is directed to manage the inter-organizational relationship based on the relation and the maintenance contractor is directed to manage the inter-organizational relationship based on the contract.

Transcript rail professionals group 1

The asset owner starts the conversation by making excuses for the blunt e-mail he sent. It was not a friendly e-mail. However, the number of disruptions increased lately. He wanted to discuss these and wants to receive an action plan. The maintenance contractor says it is nice to hear that he is making excuses. She says she is doing the best she can. She wants to look together for a proper solution. The asset owner interrupted her and asked what she is going to do to fix this. He continues that there is a difference between "doing the best she can" and actually doing it. She says the urgency is clear, she feels the financial sanctions. She does not recognize everything on the disruption list. The asset owner wants to receive a concrete action plan. If he receives this, he is able to look into possibilities to help her out. The maintenance contractor wants to know why these disruptions are on her list. As an example, the worn out points had to be replaced long time ago. How does the asset owner deal with that? The asset owner reacts: "if the points were worn out, they are going to be replaced. We have budget for that. And for some parts of the points can be replaced on costs of the asset owner." But the heater of the points and the rail sleepers have to be replaced by the maintenance contractor, as it turned out from the discussion. The maintenance contractor has to check that internally, because she sees gaps in the contract. Besides that, she advises to replace the points and to her opinion the asset owner did not do anything about that. The asset owner reacts that they are not discussing the contract? It was the assignment to keep out the juridical and financial discussions? The conversation continues. The discussion is that the maintenance contractor does not recognize every disruption on the list and she wants to check that. The asset owner hesitated and then he says that she can check everything up front, but he wants to solve these issues. And what are the plans to do that? "There is urgency in this matter." The maintenance contractor asks if the asset owner can take a leading role on that? The asset owner is very strict on contracts and the asset owner just told that he does not want to steer on juridical issues. So, what can they contribute? The asset owner says that they have a performance based rail maintenance contract. The maintenance contractor has the expertise. And the asset owner relies on that. The maintenance contractor says that they do not always have the needed information, which is available from the asset owner. He can help out with that. The asset owner agrees to that and suggests that the rail maintenance contractor starts to make an action plan. A brain storm session will then follow. He will discuss with his manager how to deal with the disruptions and the financial sanctions as the consequence.

During the break the maintenance contractor discusses with her manager. The manager says that there is a responsibility for the disruptions which will possibly appear in the coming future. Despite the advice to replace

the worn out points, they are choosing to keep the points alive. So who is responsible for future system failure? Their plan is to make the asset owner responsible.

After the break the session continues. The maintenance contractor starts the conversation. She says that her manager advised her not to replace the worn out parts of the points. Because it is not clear who is responsible for the consequences when new disruptions occur? The asset owner reacts agitated, almost angry: "I am speechless. In your contract you have to replace worn out pieces if these parts are worn out! You get paid for doing that. I do not know what your point is right now." The maintenance contractor says that the asset owner declared that not everything is in the contract and they advised him months ago to replace the points. "The discussion is not about which parts have to be replaced, but about who is responsible for the disruptions because you did not react on our advice to replace the worn out points!" The asset owner reacted that the maintenance contractor does not follow the contract. With that saying, the maintenance contractor needs another time-out.

The maintenance contractor informs her manager that she is stuck. She thinks the asset owner has a point and she is willing to follow that. The manager will join the conversation.

After the break, the manager of the maintenance contractor was introduced. The manager starts with arguing what is in the contract and what the time lapse is of the advices which is given. Wooden sleepers are not applied anymore for decades. So, the points should have been replaced earlier. The asset owner reacts that it is six months later after the e-mail was sent. He suggests that if this is really important, the maintenance contractor followed up his proposed action.

And then the game was over, without having a solution.

Transcript rail professionals group 2

The asset owner welcomes the maintenance contractor. He wants to discuss the situation of the many disruptions. The maintenance contractor is also worried about the disruptions, he says. The asset owner continues that he is curious how the maintenance contractor deals with that. The maintenance contractor agrees to that. The maintenance contractor says that there is also a matter of the application of case law about the condition of the rail infrastructure. It costs them much capacity to deal with the maintenance. Besides that they communicate their worries, and the asset owner is not dealing with that. The asset owner asks for examples. The maintenance contractor uses the worn out points at Utrecht. More than half of the disruptions (60%) are due to these points. The asset owner overlooked that fact and is studying these. He cannot match directly that the disruptions are due to the worn out points. The disruptions are a process which the maintenance contractor has to deal with. The first action is to look together at the disruptions of the points. The asset owner is willing to take this responsibility to deal with the worn out points. The second issue is to come up with a general action plan. The maintenance contractor agrees to that, but he wants the asset owner to react much quicker. He understands that maintenance capacity is limited. The asset owner asks if there is enough capacity for doing maintenance activities. The maintenance contractor mentioned that infrastructure in bad shape and requires much capacity. The maintenance contractor asks the asset owner how to deal with that in the future? The asset owner checks the fact that limited capacity means there will be disruptions due to the issue of bad infrastructure? The maintenance contractor says it is his wish to do maintenance according to a maintenance plan. The maintenance contractor checks the fact that the rail asset owner knew the condition of the infrastructure, but was not able to deal with that. The maintenance contractor agrees with that. The asset owner wants to have an action plan to invest in the quality of the rail infrastructure and know where risks are situated. The asset owner has to discuss this with his manager, because he does not know how to deal with the financial sanctions, which are related to the disruptions.

After the time-out, the conversation continues. The asset owner wants to evaluate the worn-out points together with the maintenance contractor to check the condition. The maintenance contractor agrees to that. The second issues, the disruptions, is another question mark. "It is too easy to look at the juridical procedures," the asset owner says. His urgency and wish is to have a complete picture about the condition of the rail infrastructure. At this point in this conversation the asset owner wants to be good-hearted to show his willingness to help. He asks explicitly of the maintenance contractor understands that? The maintenance contractor says: "If the matter is due to us, the financial sanctions are for us. If the matter is not due to us, we do not want to be held responsible for it." The asset owner says again that he really wants to have a clear

picture of the condition of the rail infrastructure. The maintenance contractor says this is one of their jobs and asks to what detail he expects in the report? The asset owner wants to manage the rail infrastructure properly, the detail of the report is the responsibility of the maintenance contractor. The maintenance contractor stays with the fact that they cannot be held responsible for bad infrastructure due to delayed renewals from the asset owner's responsibility. The maintenance contractor agrees to set up an action plan. The asset owner wants also that the maintenance contractor realizes that the process of doing maintenance is also part of the action plan. The conversation ends with the solution that there is an action plan coming and the asset owner will look at eliminating the financial sanctions. But only this time.

Transcript externals group 1

The asset owner opens the meeting. The maintenance contractor starts by saying that she is very sorry about the disruptions. However, the tone of voice in the e-mail is harsh. The asset owner acknowledges that the tone could have been better. The maintenance contractor asks what the asset owner wants to achieve with such e-mails. The asset owner is searching for a way of improving quality. Suggestions are welcome. The maintenance contractor says that she already mentioned that they saw disruptions coming from the worn out points. But there was no reaction. The asset owner asked if there was a reaction, would something have changed? "Yes," the maintenance contractor said. The contract would have changed. And the discussion of the responsibilities, tasks, and roles would have been solved. It is not clear right now. So, when can they expect a reaction? The asset owner wants to know what other improvements can be done? If the maintenance contractor can make a plan how to realize this? The asset owner wants them to take more freedom to do their work and deliver high standards. The maintenance contractor accepts the deal. With this the issue is somehow cleared. Because the worn out points are still there and the financial sanctions are still on the table.

Transcript externals group 2

The asset owner starts the discussion by saying that the previous month is chaotic due to the many disruptions. He wants to explore how to find a solution what works for both. Financial sanctions are less important. So, what is the proposal to improve the quality of the maintenance? The maintenance contractor says that the worn out points are in bad shape. The asset owner wants to know if there is proof that there is a relation between maintenance and the worn out points. The maintenance contractor summed up a list of broken parts in the points. It proves that the points should have been replaced, so this is maintenance which was the responsibility for the asset owner. The asset owner wants to know how to prevent such situations in the future. The maintenance contractor says that earlier replacement of systems is the key for good performance. The asset owner suggests that the maintenance contractor will make an issue that he cannot be held responsible for the performance of the system, but how can the asset owner steer on the quality of the maintenance? The maintenance contractor is responsible for reporting bad parts in the system. However, they reported the worn out points half year ago and they did not receive any reaction to that. The asset owner gives in on that point. But that was not the question. The maintenance contractor says if the performance of the rail infrastructure must be brought to a higher level more financial funding is needed. The asset owner asks where to start? The maintenance contractor suggests to start at the components with the highest number of disruptions. The asset owner wants to know how to prevent disruptions. The maintenance contractor wants to deliver a ranking with components with "must be replaced now", and "wishful to replace now", et cetera. That sounds as a good idea to the asset owner. It does not mean that the maintenance contractor cannot be held responsible for that. The maintenance contractor acknowledges that. The asset owner wants to know how good they are in maintaining the rail infrastructure. The contract is different from the actual state of the infrastructure. The asset owner wants to know how this could happen, because they did inspection at start of the contract. "We did," the maintenance contractor says, "but on the run we discovered more failures and bad maintenance." The asset owner discusses the delays on the maintenance activities, which causes a big disruption. The maintenance contractor says that this is due to bad shape of the points. They made the points safe again, but he warns the asset owner that more disruptions are coming. The asset owner wants to help the maintenance contractor, but wants to have steering tools to manage that properly. The discussion is ongoing. The asset owner continues the conversation with the report from inspection. Inspection did research on the quality of the rail infrastructure. The maintenance contractor did not recognize that. The asset owner wants to close the discussion. He wants to have a report why the worn out points have to be replaced and he wants to receive a plan how to prevent such disruption in the future. The maintenance contractor accepts that. The discussion ends here.

Observations

The scenarios of the two groups from the rail professionals are compared to each other. Table 43 shows the summary of the simulation games.

Table 43 | Summary of simulation games scenario 3.3

	Group 1	Group 2
Rail professionals	<p>Central theme: who is responsible for what activity and who is responsible for the disturbances</p> <p>Atmosphere: irritation, disbelieve, frustration</p> <p>Preferred management style: both were managing on the contract, although the asset owner was framed to manage by the relationship</p> <p>Chosen strategy: the maintenance contractor chose to stay on the contract and not giving in</p> <p>Outcome: the issue is not solved</p>	<p>Central theme: who is responsible for the disturbances</p> <p>Atmosphere: friendly and constructive from the side of the asset owner and defensive from the maintenance contractor</p> <p>Preferred management style: the maintenance on the relation, the maintenance contractor on the contract</p> <p>Chosen strategy: the maintenance contractor chooses in a friendly and sneaky way with juridical sanctions, however the asset owner chooses to investigate the real problem and to keep both responsible on their own activities</p> <p>Outcome: there is a solution, the question is if the maintenance contractor feels responsible</p>
Externals	<p>Central theme: Finding the common goal</p> <p>Atmosphere: friendly and peaceful</p> <p>Preferred management style: the asset owner showed the relational management style, the maintenance contractor showed the contractual management style</p> <p>Chosen strategy: do not feel attacked, listen to the other, and find a solution that works for both</p> <p>Outcome: the issue is solved</p>	<p>Central theme: finding ways for improvement</p> <p>Atmosphere: friendly, but vigorous</p> <p>Preferred management style: the asset owner showed the relational management style, the maintenance contractor showed the contractual management style</p> <p>Chosen strategy: not talk about financial sanctions, but focusing on how to improve the rail infrastructure</p> <p>Outcome: the issue is not solved, but for now they are working on it</p>

Rail Professionals group 1

There was a discussion about who is responsible for what activity. The asset owner was instructed to deal with this relationship based on the relationship and the maintenance contractor by the contract. However, the asset owner was enrolled to go along with the contract. At the end, the discussion became a contractual issue. No solution was found, because they were getting stuck. The maintenance contractor literally said: "I get stuck in this conversation, the asset owner might be right." Instead of dealing with that, she chooses to fight even more. Apparently, there are interpretations of the contract. Without using the relational part, the conversation gets stuck.

Rail professionals group 2

The conversation has an interesting progress of the asset owner who is looking for a relational solution and the maintenance contractor who sticks in contractual procedures and possible lawsuits. The asset owner is honest and shows integrity. He wants to help, but also wants the maintenance contractor to act responsibly. He makes clear that lawsuits are not the answer to that. He repeatedly asks the maintenance contractor if he understand that he expects to see improvement on the processes of the maintenance contractor. In the meanwhile, the asset owner truly investigates the problem and wants to know what the real deal is. When he was attacked by the maintenance contractor, he did not react to that. He kept to the facts. He even moved along with the maintenance contractor to give in on the financial sanctions and to have an inspection of the worn out points together. The maintenance contractor stays in his role to stay on the contract. He was very convincing about that. Finally he did not go to court and he makes an action plan, although it is not clear if he understands his responsibilities properly.

Externals group 1

The conversation was very friendly. The asset owner was peaceful and he stayed calm. He allowed room for discussion. However, the maintenance contractor did not come with a solutions, so finally he proposed a solution which was in favour of both parties. It is a pity that the financial sanctions are still on the table and they did not discuss that. So, they have to solve that next time, but the start for better cooperation is there.

Externals group 2

It was a friendly conversation. The financial sanctions were not used as a tool to get things done. The asset owner was very helpful, but he has a directive and did not take no for an answer. He was cooperative, but also explicit. It is not sure if the financial sanctions are still on the table, because these were not discussed.

Scenario 3.4 Asset owner and maintenance contractor use the contractual management style

Scenario description

The same scenario is played as scenario 3.1, but the asset owner and maintenance contractor are both directed to manage the issues by using the contractual management style.

Transcript rail professionals group 1

The asset owner opens the conversation. He suggests to discuss the list of disruptions. He wants to solve this issue by reducing the number of disruptions. The maintenance contractor directly says that there are points in the infrastructure, which do not function properly. She communicated that per e-mail earlier. A great number of disruptions are due to these points. How to deal with that? The asset owner acknowledges that multiple disruptions are due to points. He asks if there are any technical reports to solve the problem? "Of course", the maintenance contractor says. The asset owner accepts that directly and returns to the point he started with: how to reduce the number of disruptions. He referred to the incentives in the contract: bonuses and financial sanctions. He points out that this is the responsibility of the maintenance contractor. He observed that they both have interest in a well-functioning rail infrastructure. The maintenance contractor says they are responsible for maintenance of the rail infrastructure for small objects. Therefore she wants to make a plan which small parts have to be replaced to reduce the number of disruptions. The asset owner likes that, but wants to compare this with their own maintenance plan. His specialists will take care of that. In the meanwhile, inspections go on. The maintenance contractor says that her inspections reports can be used for the maintenance plan. Besides that, they prioritize the most critical objects. The asset owner agrees to that idea. They discuss about other disruptions. The maintenance contractor does not recognize the financial sanctions due to the delayed activities. She asks if the disruption is caused by other parties? The asset owners says that these activities are registered to her company. If her company did not cause this disruption, they have to prove that. Other disruptions are possible based on incidents. The maintenance contractor promised to discuss these disruptions with her team and to improve internal processes. After the list was discussed, the conversation ends.

Transcript rail professionals group 2

The asset owner starts the conversation. He asks for discussion points to put on the agenda. The maintenance contractor suggests to discuss the list of disruptions. The maintenance contractor asks how this list was composed. The asset owner describes the process how disruptions are registered and who's name gets on the list. The activities of the maintenance contractor was connected to the disruptions. The maintenance contractor acknowledged that they were working at the time of the disruptions on the list. However, he feels not responsible for all the disruptions. They have another view on this aspect. The asset owner says that the process of connecting the disruptions to related organizations is done very carefully. He does not understand why this is an issue. The maintenance contractor gives an example that disruptions caused by the worn out points are registered to them, but they reported the bad shape of the points already last October. Now the points caused delays of the train services, the disruptions are registered to them. This seems unfair. He added: "we will repair the points when down, but you have the responsibility to replace the points. That is not in our contract." The asset owner gets a bit angry. He says: "Well there is a difference. You can report that the points are in a bad shape, but you cannot just sit there with your arms crossed. Your e-mail is not a free ticket to avoid responsibilities." "But it is an advice", the maintenance contractor replies. "Old, is not bad", the asset owner says. According to the contract it is the responsibility to the maintenance contractor to make up an overview of the technical condition of the rail infrastructure. These points are not in that report. The maintenance contractor says that not all parts have to be replaced by them. Some parts are not in the contract. The asset owner agrees to that. He will replace important parts of the points. He was choosing his words carefully. The maintenance contractor replies that the disruptions are due to these parts and the asset owner will register these disruptions under their name. The asset owner acknowledged that but only if technical reports prove that. He adds that he thinks that is not the case, because in his opinion the disruptions are due to other failures of the points. The maintenance contractor will send a report what proves that he is telling the truth. The heaters of the points is the same story, says the maintenance contractor. The asset owner agrees to that, but there is a technical report needed to prove that. "About the delayed activities," the maintenance contractor continues, "these are also not due to us. Our rail workers were ready to start with the maintenance activities, but they were not allowed to start due to safety reasons. ProRail did not release the infrastructure to work safely. It is not allowed to start the activities without releasing the working area." The asset owner did not know that was the cause of the delay. This surprises him. The maintenance contractor does not accept that the

asset owner does not have this information. He adds: "We stood there at night, but nobody was available. I can show the call history of my phone". The asset owner wants also a report about that, because he cannot say anything right now. The maintenance contractor accepts that and replies: "Well, this is it I guess?". "Yes this is it", the asset owner says.

Transcript externals group 1

The asset owner wants to discuss the disruptions and she wants to know how this could happen. The maintenance contractor replies that the points are worn out. The asset owner recognizes this, because she received an e-mail about this subject. She takes fully responsibility that they did not answer that e-mail. She wants to know where the disruptions comes from. "From only these points?" she says. The maintenance contractor acknowledges that. He explained that the points are worn out and the condition of the points was worse than was thought up front. The asset owner wants this on e-mail. That is okay, the maintenance contractor says. When the report is received, the asset owner is willing to look into who is responsible for the maintenance. "However the contract is leading", she says. The maintenance contractor is happy to deliver the report. He warns her that the points might cause new disruptions. She understands that. The maintenance contractor also says that there might be more of these incidents. He also starts the discussion about the financial sanctions. The asset owner says that it is the duty of the maintenance contractor to report worn out components. According to the contract, she is willing to look into who is responsible. The issue is somewhat solved.

Transcript externals group 2

The asset owner asks why they sit inside with this beautiful weather. The maintenance contractor agrees with that. It was better if they are doing inspection outside together, referring to the list of disruptions. The asset owner asks if the list was a surprise to him? The maintenance contractor is surprised that every disruption is due to the maintenance contractor. They are held responsible for it, but he misses reports where this is concluded. The story needs more details. The cause may be not due to the maintenance contractor. This is not motivating. The asset owner asks what he wants to say. The maintenance contractor explains that this way of communicating can only be done in a laboratory situation, meaning that everything is brand new. However, the rail infrastructure is not new, it needs more research before you can say who is responsible. The asset owner refers to the situation to the moment they signed the contract. "Is that a choice?" the maintenance contractor says. "We have to say 'yes', otherwise we lose turnover. The market is tough, so we had to sign this contract." The asset owner asks more in detail about this. Are they making profit? The maintenance contractor does not want to give an answer to that question. Finally he says that he is making a small profit. The asset owner asks if they are going bankrupt? The maintenance contractor says that they are too good for that. The maintenance contractor turns back to the point that he does not want to be held responsible for old infrastructure. The asset owner reads several articles from the contract. The maintenance contractor says this contract is only good for the asset owner, not for him. The asset owner does not react on that and pushes forward on the point he is going to make. He says that his aim is not to take advantage of the maintenance contractor. They have a fair company. The maintenance contractor keeps on going to make his point, without result. The asset owner received an e-mail half year ago. At the time of the disruptions, he did not get any e-mails. How is that? The maintenance contractor says that according to the contract they are responsible for all issues, including damages due to criminals or animals. The asset owner asks how to solve this issue. The maintenance contractor does not think they are getting anywhere and suggests to discuss the issue at another time. They both agree to that. And next time may be including their managers. The issue is not solved.

Findings and analysis

The scenarios of the two groups from the rail professionals are compared to each other.

Table 44 shows the summary of the simulation games.

Table 44 | Summary of simulation games scenario 3.4

	Group 1	Group 2
Rail professionals	<p>Central theme: discussing the list of disruptions and to get an action plan from the maintenance contractor</p> <p>Atmosphere: friendly, cooperative</p> <p>Preferred management style: The asset owner is managing on the contract, but he does that relational. The maintenance contractor goes along with him.</p> <p>Chosen strategy: the asset owner says he understands and want to cooperate, but in fact he was delaying the moment of making a decision</p> <p>Outcome: the asset owner gets what he was asking for. The maintenance contractor has to pay for all the disturbances and it is not sure if she has to pay for exchanging parts of the worn out points.</p>	<p>Central theme: Reduce the list of disruptions</p> <p>Atmosphere: harsh and seeking for conflicts</p> <p>Preferred management style: Both are on the contract</p> <p>Chosen strategy: the maintenance contractor chose to convince his counterpart by adding extra information which was not given in the scenario</p> <p>Outcome: the maintenance contractor has to deliver three reports to convince the asset owner that he cannot entirely hold for all the disturbances on the list.</p>
Externals	<p>Central theme: prevent disruptions in the future</p> <p>Atmosphere: friendly and polite</p> <p>Preferred management style: both contract managers showed the contractual management style</p> <p>Chosen strategy: no discussions on responsibilities without inspection reports</p> <p>Outcome: the issue is somewhat solved</p>	<p>Central theme: who is responsible for the maintenance of worn out components</p> <p>Atmosphere: somewhere between friendly and hostile</p> <p>Preferred management style: both contract managers showed the contractual management style</p> <p>Chosen strategy: no space for sharing different interpretations</p> <p>Outcome: the issue is not solved</p>

Rail Professionals group 1

The asset owner took the lead. His goal was to discuss the list of disruptions and to receive an action plan to reduce the number of disruptions. With the arguments the maintenance contractor brought in, he was able to park this discussion by saying if the technical reports show that the points were in a bad shape, he will pay for the damages. As quickly as he said that, he returned to his list of disruptions. The maintenance contractor did not take back the lead or was bringing new arguments about the disruptions which might under influence the bad functioning points. Suddenly, the list was discussed and the conversation was over. The maintenance contractor had to pay all the financial sanctions of the disturbances. Who is paying for the replacement of the parts of the worn out points is not clear. The asset owner is the winner of this game.

Rail professionals group 2

The tone of voice was harsh and seeking for conflicts from both sides. The maintenance contractor was more dominant. He took the lead in the conversation. The asset owner experienced this as unpleasant. He said several times: "You are jumping to conclusions...". The maintenance contractor just dropped his conclusions without listening to his counterpart. Both were directed to manage the situation by the contract. Because information was limited in the scenario, the maintenance contractor made up extra information, which was not in the game. The asset owner wanted to check that. The negotiation seemed to act stuck somewhere, until the asset owner decided to give in. The maintenance contractor interpreted that as a victory which made him stronger. It became difficult for the asset owner to win rounds himself, which he did not. An interesting part is that the asset owner did not listen to the maintenance contractor. The maintenance contractor did not have knowledge about the internal processes of the asset owner, but the asset owner reacted irritated to that. He assumed that the maintenance contractor must have known this system. The game ended that there were three reports to be delivered to the asset owner which have to prove that the disruptions are not all caused by the maintenance contractor.

Externals group 1

It was a very friendly conversation where both stick to the contract, but in a polite way. The issue was solved quickly.

Externals group 2

The maintenance contractor wants to make a point. However the asset owner knows what he wants to say, but he distracted him by explaining his interpretation. He interrupts him all the time and tries to provoke promises. So there were two discussions going on in the game which does not result into a solution. The asset owner also sets up an hostile situation, but he brings it friendly, which is confusing. His intention was not to listen to the maintenance contractor at all.