

NEC4

Term Maintenance Contract

Scope S2200 Client's service specification and drawings

**Series 100 – Preliminaries
DN581359**

Commercial and Procurement Team

Somerset County Council

County Hall

Taunton

TA1 4DY

commercialandprocurement@somerset.gov.uk

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168AR: Design of Works by the Contractor

Permanent Works Design

1. The Contractor may be required by the *Service Manager* to validate and design schemes as detailed in Table 1/3DAR. The Contractor will follow procedures adopted by the *Service Manager* for which purposes the Contractor will be deemed to be the designer. The *Service Manager* will be required to approve the level of technical persons used for validation and design purposes

Table 1/3DAR Work Items where the Contractor may be required to undertake validation and/or design		
Function	Validation	Design of permanent works
Traffic Management Schemes	Yes	Yes
Road Restraint System (Vehicle and Pedestrian)	Yes	Yes
Patching	Yes	Yes
Drainage	Yes	Yes
Earthworks	Yes	Yes
Haunching	Yes	Yes
Footway & Kerbing	Yes	Yes
<u>Definitions</u> Validation: for example, checking the extents and suitability of sites as required by the <i>Service Manager</i> . Design: use of Somerset Council Specifications and relevant design guides to undertake the design of work items as instructed by the <i>Service Manager</i>		

169AR: Operatives for the *Service Manager*

1. If required, the Contractor will provide the *Service Manager* with operatives equal to the tasks, and capable of performing the functions, described in Table 1/5

Table 1/5 Operatives for the <i>Service Manager</i>	
Operative	Team Leader/Principle Engineer
Operative	CDM Principal Designer
Operative	Senior Chartered Engineer
Operative	Chartered Engineer
Operative	Senior Incorporated Engineer
Operative	Incorporated Engineer
Operative	Senior Assistant Engineer
Operative	Assistant Engineer
Operative	Senior Engineering Technician
Operative	Engineering Technician
Operative	Senior Technical Assistant
Operative	Technical Assistant
Operative	Technical Trainee
Operative	Clerk of Works
Operative	Quantity Surveyor
Operative	Assistant Quantity Surveyor

170AR: The Use of Recycled Materials and the Disposal of Waste

1. The Contractor will maximise the use of recycled and secondary materials used in the service. The following minimum requirements shall apply:
 - 50% of materials arising from highway excavations will be recycled. Topsoil, subsoil and hard material will count towards this figure,
 - 50% of coated base (roadbase) and binder courses will be sourced from coating plants that can demonstrate that in excess of 15% of aggregate input is derived from recycled or secondary sources and
 - 100% of recyclable road planings will be recycled. Material may be returned to a coating plant for recycling into base (roadbases) and binder course materials or retained for re-use as subbase material in the service.
2. The Contractor will maintain detailed records of the use of recycled materials and the disposal of materials arising from the service. Such records will be in a format sufficient to determine whether or not the recycling targets given in this Clause have been achieved and will be submitted to the *Service Manager* on a quarterly basis.

171AR: Vehicle Livery

1. Vehicles used by the Contractor in connection with the service will display logos and wording to be determined by the *Service Manager* in consultation with the Contractor.
2. The *Service Manager* will provide the Contractor with electronic versions of the graphic content of Somerset Council generated logos prior to the starting date of this contract.
3. All vehicles permanently engaged on the service for periods of one month or more will display the logos/wording in a prominent position on both sides of the vehicle.

105SR: Goods, Materials and Sampling and Testing of Goods and Materials

1. The testing detailed in Appendix 1/5 (and elsewhere in the Specification), including sampling and provision of the associated samples will be undertaken by the *Contractor*, at its own expense. The time between taking of samples and completion of appropriate tests shall be reasonable in all circumstances.
2. The following operations are not included in Appendix 1/5:-
 - checking, inspecting, examining, measuring – (except in connection with testing),
 - trials and demonstrations,
 - routine testing carried out by manufacturers and suppliers in compliance with a specified standard or specification and
 - testing of plant.
3. The *Contractor* will devise a written testing regime, in line with the requirements of the Specification, which will be agreed with the *Service Manager* prior to commencement of the *service*.
4. Where testing is undertaken by a supplier or manufacturer in accordance with this contract, the *Contractor* will ensure that the supplier or manufacturer will admit the *Service Manager's* representative to their premises during Normal Working Hours for the purposes of inspecting, selecting the samples and witnessing the testing.

Frequency of Testing

5. The frequency of testing will be as set out in Appendix 1/5 or elsewhere in the Specification. In the case of conflict, the higher frequency of testing will apply. The

minimum frequency for each test will be once annually, unless otherwise prescribed by the *Service Manager*.

6. The *Service Manager* may vary the frequency of any of the tests and sampling during the course of this contract. Any such variation will depend on the results of the tests, their level of compliance with the Specification and any independent audit tests. Any additional testing, on this basis, required by the *Service Manager* will be carried out by the *Contractor* at its own expense. The *Contractor* will reimburse any associated additional costs incurred by the *Service Manager*.

Test Results

7. The *Contractor* will supply to the *Service Manager*, when requested, within 24 hours of the completion of each test, a copy of the results. Where indicated, Laboratories / Testing Bodies will hold UKAS accreditation for carrying out specific tests with results reported on approved test result forms or certificates.
8. Where required in Appendix 1/5 a test certificate, complying with the provisions of the relevant standard or specification, where applicable, and certifying that the goods or materials have been tested and meet the specified requirements, will be supplied to the *Service Manager* by the *Contractor* at least four weeks prior to the incorporation of the goods or materials in the works.
9. Results generated by suppliers or manufacturers will not be acceptable unless individually authorised in writing by the *Service Manager*.

Testing Laboratories

10. Where required in Appendix 1/5 tests and associated sampling will, except as allowed in Sub-Clause 11 of this Clause, be undertaken by Testing Laboratories, accredited by the United Kingdom Accreditation Service for such tests and sampling.
11. Where testing is carried out in a State outside of the UK, such tests will be undertaken by an appropriate organisation offering suitable and satisfactory evidence of technical and professional competence and independence. This condition will be satisfied if the organisation is accredited in accordance with the relevant parts of the ISO 45000 series of standards for the tests being carried out.

Equivalent Standards

12. Where goods or materials are accepted on the basis of an equivalent standard, code of practice, specification, technical description, quality management scheme, product certification scheme or Agrément certificate as provided in Clause 104, testing and

sampling as specified in or applicable to such equivalent standard, code of practice, specification, technical description, quality management scheme, product certification scheme or Agrément certificate is accepted and will be substituted for those specified in Appendices 1/5 and 1/6 respectively.

Samples

13. The *Contractor* will provide samples, which will include source samples of goods and materials and will deliver these to the *Service Manager* as described in Appendix 1/6. Unless otherwise stated in Appendix 1/6, the Contractor will arrange for the sampling of such goods and materials to be undertaken by qualified staff of Testing Laboratories holding UKAS accreditation for such sampling. These samples will be supplied in sufficient time for them to be tested for acceptability by the *Service Manager*, taking into account the programme of the works. Production samples will be delivered in a condition, which is representative of the material's state for purposes of the test.

Records

14. The *Contractor* will maintain a record of the suppliers from whom it proposes to purchase the goods and materials necessary for the execution of the works. Where a choice of goods or materials is listed in this contract, the *Contractor* will inform the *Service Manager* of the goods and materials it proposes to use. Samples of such goods and materials will be known as source samples and will be retained for reference purposes. Any subsequent change of suppliers, goods or materials will also be recorded. Samples which are not source samples, but which are part of the materials intended for incorporation (or incorporated) in the works, will be known as production samples.

110SR: Information Boards

1. The *Contractor* will supply and deploy a range of free-standing information boards as described in this Clause.
2. For all works likely to cause appreciable delay or disruption to highway users and in any event for works lasting 5 days or more, "Roadworks start here on XX Month for YY Weeks" (Drawing SD-STR-1200-01) information boards will be erected and maintained in a safe and legible condition on each approach to the site at least 7 days prior to the commencement of the works. The *Contractor* will ensure that the dates and durations displayed always reflect any works programme changes. The boards will be maintained by the *Contractor* in a safe and legible condition for the duration of the works and be removed upon completion of the works.

3. For all works likely to cause appreciable delay or disruption to highway users “Many thanks for your patience while we carry out these works” (SD-STR-1200-03) information boards will be erected when the works commence. The boards will be maintained in a safe and legible condition for the duration of the works and removed upon completion of the works.
4. For all schemes involving a road closure “This Road will be CLOSED on XX Month for YY weeks” (SD-STR-1200-02) information boards will be erected on each approach to the site at least 14 days prior to the commencement of the works. The boards will be maintained in a safe and legible condition prior to and throughout the duration of the works and be removed upon completion of the works. The *Contractor* will ensure that the dates and durations displayed always reflect any works programme changes.
5. For all Structural Maintenance works “Investing in your Highways” (SD-STR-1200-04) information boards will be erected on each approach to the site when the works commence. The boards will be maintained in a safe and legible condition for the duration of the works and removed upon completion of the works.
6. For specific schemes involving a road closure, bespoke worded (SD-STR-1200-05) information boards will be erected as instructed by the *Service Manager*. The boards will be maintained in a safe and legible condition prior to and throughout the duration of the works and be removed upon completion of the works. The *Contractor* will ensure that the dates and durations displayed always reflect any works programme changes.

117AR: Traffic Safety and Management

1. The *Contractor* will be responsible for clearing parked vehicles and other obstructions from the highway that may prevent or hinder the execution of the works and will:-
 - provide and distribute information leaflets approved by the *Service Manager* where appropriate,
 - take measures approved by the Police and the *Service Manager* to restrict vehicle obstruction,
 - consult with the Police, residents and others concerned to remove the obstructions and
 - make multiple visits to the site if necessary to complete the works.
2. The *Contractor* will be responsible for facilitating the necessary movement of vehicles and pedestrians in and around the works site. Access to residential and business premises will be maintained as far as is practicable. Where necessary, personnel will be positioned to guide and advise members of the public so that their movements may be undertaken in a safe and timely manner. When a road closure is in operation it may be necessary to provide gatekeepers. The *Contractor* will implement

any measures the *Service Manager* may deem necessary to assist and protect the public.

3. For signing road closures and diversions, without prejudice to the generality of Clause 117, the *Contractor* will comply with the following:-
- the *Contractor* will provide, erect, maintain and remove all signs, warning lights, barriers and cones in accordance with the drawing and schedule provided by the *Service Manager* in respect of each Road Closure and Diversion,
 - Signs will be free standing or fixed to street furniture where appropriate. Warning lights will be erected where they form an obstruction to highway users,
 - the *Contractor* will replace any signs, warning lights, cones, barriers or notices missing from the Closure for whatever reason,
 - all signs, warning lights, barriers and cones will be kept clean, legible and clearly visible at all times,
 - the *Contractor* will erect and remove signs informing the public of the intended road closure. These will normally be erected one to two weeks in advance of the closure and will be maintained during the closure and
 - the *Contractor* will provide for the use of the *Service Manager* and the Police a 24-hour telephone contact who will be responsible to attend for any necessary maintenance of the component parts of the Closure no longer in place for whatever reason.