

Dorset Council

Dynamic Purchasing System for Road Surface Treatments

DPS Ref: DN318931

Road Surface Treatments General Specification

1. Scope of DPS

The Council is looking to establish a Dynamic Purchasing System with suitable suppliers for the provision of various road surface treatment services to support its highway maintenance function, as follows:

- Premium surface dressing
- Micro-asphalting and footway surface treatments
- Carriageway Retexturing
- Joint sealing
- Asphalt preservation
- In-situ Road Recycling
- Spray injection patching

Contractors with the ability to perform one or more of these services can apply for admission on to the DPS.

The DPS will be established by Dorset Council but will be accessible to the Bournemouth, Christchurch and Poole Council.

Admission of Contractors on to the DPS will be based upon the terms of the Evaluation and Selection section of the Tender Guidance Document.

Throughout this Specification the following definitions shall apply:

Any reference to “DPS” shall mean the “Dynamic Purchasing System”

“Contract” shall mean any contract awarded under the DPS

“Council” shall mean Dorset Council or any other Authority as named in the FTS Notice

“Contractor” shall mean a supplier awarded on to this Dynamic Purchasing System.

“Materials” shall mean any materials/ consumables supplied under this DPS. For the sake of clarity, examples would include (but not be limited to) bitumen and aggregates.

“Plant” shall mean any plant or equipment supplied under this DPS.

2. General

The Contractor shall provide a reliable and value for money surface treatment service solution to the Council fully meeting the Contract requirements.

References to Standards, Codes of Practice, Guidance and other Specifications for highway construction materials e.g. RSTA Code of Practice for Innovative Patching Systems and NHSS Sector Scheme 13 are correct at the time of writing this document. During the currency of this Contract, any changes to relevant Standards, Codes of Practice, Guidance and other Specifications for service supply in relation to this DPS shall be applicable.

The Contractor shall work with the Council to develop and trial new materials and systems and provide information on innovative new materials and industry best practice developments in relation to the performance of this Contract.

3. Contractor’s obligations

The Contractor shall as a minimum:

- Oversee the surface treatment service to ensure that it is delivered in accordance with the provisions of the Contract;
- Fully cooperate with the Council by providing information and advice on sampling and testing, specifications, prices, performance and the planning and programming of works;
- Provide and review Key Performance Indicator information reports and other management information including attendance at Contract review meetings as required;
- Advise the Council on innovations and improvements / industry best practices which may lead to reductions in expenditure, improved safety, environmental performance and other such initiatives.

4. Hours of Service

The Contractor shall be required to provide the service between the core hours of 07:30 to 16:30 Monday to Friday (excluding Bank and Public Holidays). Non-core hours are those outside of the core hours listed above.

In exceptional circumstances, for example due to severe weather conditions and other specific operational restrictions, the Council may require the Contractor to provide the service outside of the core hours. Rates will be paid as per prices provided by the Contractor in their submission for core and non-core hours where relevant.

For clarity, the Contractor will not be paid any down time payment for periods of lost time due to adverse weather or site specific conditions that cause surface treatments to be stopped.

5. Service Delivery

Contractors are asked to refer to the Sub Specifications which are provided for each of the services listed in Paragraph 1 (Scope of DPS).

6. Business Continuity

The Contractor shall have robust procedures in place to ensure that surface treatments provided under this Contract continue in the event of interruptions in service such as plant breakdowns, vehicle shortages, weather etc.

The Contractors plant and equipment shall be maintained, serviced, managed and resourced to a satisfactory standard so as to minimise the risk of disruption to the surface treatment service to the Council.

An out of hours emergency contact telephone number shall be provided by the Contractor.

7. Health and Safety compliance

The Contractor shall comply with the requirements of the Health and Safety at Work Etc. Act 1974, Provision and Use of Work Equipment Regulations 1998, Lifting Operations and Lifting Equipment Regulations 1998, Control of Vibration at Work Regulations 2005, Control of Noise at Work Regulations 2005 and any other relevant legislation in relation to the provision of the services.

The Contractor shall undertake risk assessments under the Management of Health and Safety at Work Regulations 1999 (as amended) and Control of Substances Hazardous to Health Regulations 2002 (as amended) for the services provided and where reasonably requested by the Council, the Contractor shall provide copies of relevant risk assessments.

Where relevant, tankers and associated spray units provided by the Contractor carrying out surface treatment works under this Contract shall comply with the agreement concerning the International Carriage of Dangerous Goods by Road (ADR) whilst carrying out any services under this Contract.

The Contractor shall provide the Council with any report relevant to the provision of services under this Contract forwarded to the Health and Safety Executive (HSE) and inform the Council of any action taken by the HSE.

Upon reasonable request by the Council, the Contractor shall provide a copy of the Contractor's current health and safety policy.

Where relevant, Contractor's vehicles carrying out surface treatment works under this Contract shall have audible warning devices, high visibility markings and flashing beacons to front and rear compliant to Chapter 8 regulations for use on road works sites.

8. Personal protective equipment

Whilst carrying out the surface treatment services, the Contractor must ensure that his employees and any sub-contractors are issued with and wear at all times appropriate safety clothing and equipment which is CE marked in accordance with the Personal Protective Equipment Regulations 2002, Personal Protective Equipment at Work Regulations 1992 (as amended) and other relevant legislation. This clothing and equipment must be in good order and be stored, used and worn correctly.

9. Hand-arm and whole-body vibration

The Contractor's attention is drawn to the requirements of the Control of Vibration at Work Regulations 2005 and the Code of Practice for Noise and Vibration Control on Construction and Open Sites BS 5228-2:2009.

10. Control of Noise

The Contractors attention is drawn to The Control of Noise at Work Regulations 2005, the Code of Practice for Noise and Vibration Control on Construction and Open Sites BS5228-1:2009 and Sections 60 and 61 of the Control of Pollution Act 1974.

Services undertaken by the Contractors plant and vehicles under this Contract must be operated so as to minimise noise emissions. Any plant or vehicles in intermittent use shall be shut down during periods of inactivity or where this is not practical shall be throttled back to a minimum.

The Contractor shall ensure that items of plant and vehicles used under this Contract are fitted with effective exhaust silencers and that all parts of exhaust systems are maintained in good repair so that extraneous noises from mechanical vibration, creaking, squeaking etc. shall be reduced to a minimum.

11. Council Sites and Depots

The Contractor shall comply with specific site safety rules for Council depots. This includes signing in, traffic management arrangements and personal protective equipment requirements.

For specific work sites, Contractors are required to be inducted and follow site specific safety rules and cooperate fully with the Council in the observance of relevant method statements and risk assessments.

Failure to observe Council safety rules and instructions relating to site and depot method statements and risk assessments will result in the cessation of activities and/ or removal of the Contractor from the site.

12. Ordering arrangements

The Contractor will receive an official Purchase Order from the Council prior to the programming of surface treatment works with details of the specific requirements of the Council.

Orders and call-offs may initially be via telephone (then backed up by e-mail). Orders can only be confirmed by an official Purchase Order from the Council which must then be quoted on the Contractor's invoice raised for the corresponding service provision.

Purchase Orders will contain the following information:

- The Contractor's name and address;
- The name of the Council
- A named individual raising the purchase order (the Council's representative)
- The contact telephone number of the Council's representative
- The specification of works required;
- The date/s, time/s and place/s of the required service provision

Purchase order numbers must be quoted by the Contractor on corresponding paperwork issued in connection with the service delivery e.g. invoices.

In addition to the purchase order number, any delivery / despatch tickets issued by the Contractor in the performance of this Contract shall display exact weight of material in tonnes, material description and specification.

Failure to supply a valid delivery / despatch ticket displaying as a minimum the information detailed above will result in the Council withholding payment.

13. Invoicing

The invoicing format will be agreed between the Council and Contactor prior to the commencement of this Contract.

As a minimum indicative requirement, invoices shall contain the following information;

- Name and address of the Council
- Purchase order number
- Service provision location/s
- Date/s of service provision
- Delivery / despatch ticket number (where applicable)
- Exact quantities and description of materials supplied (where applicable) as per rates submitted in the Pricing Schedule (and evidenced by corresponding delivery/ despatch tickets referred to above)
- Rate per unit as per rates submitted in the Pricing Schedule

Accuracy of invoices is subject to a Key Performance Indicator (KPI) – see paragraph 18. Any discrepancy on descriptions or rates must be agreed between the Contractor and Council prior to the Council releasing payment.

The Contractor shall make duplicate despatch tickets (where applicable) and invoices accessible to the Council in electronic format within five working days of a request.

Payment will only be made if evidenced measurement of the services supplied by the Contractor is authorised by the Council.

14. Accident and incident reporting and insurance

All accidents relevant to the performance of this Contract which must be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 must be reported immediately to the Council and the Health and Safety Executive with a copy of the written report to the Council.

The Council shall not be responsible for any costs arising from loss or damage to a vehicle or other property caused by the actions or negligence of the Contractor's employees or sub-contractors.

15. Contractor's staff

The Contractor's drivers and other staff shall be suitably supervised, trained, qualified and competent for the functions they perform under this Contract. The Contractor shall ensure that operators hold all valid licences and certificates relevant to the activity fully complying with current relevant legislation and as specifically required by the National Highway Sector Scheme 13.

Contractor's staff engaged in the provision of services under this Contract shall hold a current, valid and appropriate coloured CSCS card as defined within Appendix C Table 1 and Table 2 of the National Highway Sector Scheme 13.

In addition, the Contractor shall ensure that, where required by law, all its operators receive appropriate levels of driver CPC and CPCS (or equivalent accredited awarding bodies) training.

16. Environmental protection

The Contractor shall ensure that the impact on the environment in pursuance of its obligations under this Contract i.e. surface treatments is adequately and sufficiently considered, supervised, controlled and monitored in accordance with all relevant legislation.

Vehicles and other plant used by the Contractor in the delivery of the service shall be maintained and serviced in accordance with manufacturers recommended standards to minimise emissions. Where possible, the Contractor shall endeavour to use vehicles with Euro Cat 6 engines with a commitment to upgrade older fleet to modern vehicles with Cat 6 engines.

Where relevant, Mobile Storage Units (MSTs) shall be fitted with anti-tamper measures to ensure that the risk of potential leaks and spillages is minimised.

Where relevant, the Contractor shall comply with current relevant legislation concerning the handling of waste and shall cooperate with the Council in respect of recycling and re-use initiatives.

The Contractor shall comply with the Council's environmental / waste management policies and procedures and shall take all necessary measures to prevent pollution of water, land and air.

17. Quality and Workmanship

Materials delivered to a work site that is agreed by the Council and Contractor to be off specification / defective shall be returned to the Contractor at no expense to the Council.

Where it is proven that a failure in the treated road surface has directly resulted from off-specification/ defective materials supplied by the Contractor, the Contractor will be required to arrange for suitable remedial repairs/ reinstatements to the failed road surface at the entire cost of the Contractor and to the satisfaction of the Council.

18. Management information

The Contractor shall make available to the Council reasonable management information reports as requested from time to time. The Contractor shall be responsible for the integrity of this data at all times.

Management information shall include but not be limited to material specification/ sampling and testing data (where relevant) and a performance summary.

19. Key Performance Indicators

The Council may decide to implement KPI's as part of any contract awarded through the DPS.

The Council may maintain a Non-Conformance Register to formally record issues such as sampling and testing results and any failures identified in treated road surfaces.