

**NEC4**

## **Term Maintenance Contract**

### **Scope S 100 Description of the *service***

**DN581359**

**Commercial and Procurement Team**

Somerset County Council

County Hall

Taunton

TA1 4DY

[commercialandprocurement@somerset.gov.uk](mailto:commercialandprocurement@somerset.gov.uk)

Contents

S 100 Description of the service ..... 3

    S 105 Overall objectives ..... 3

        Preamble to the Scope ..... 3

        Identified and Defined Terms ..... 7

S 110 Description of the service ..... 18

## S 100 Description of the service

### S 105 Overall objectives

1. The *Client* has a statutory duty to deliver core highway maintenance services. This Contract is one of several separate contracts with other suppliers that achieves this objective. The *Client* also intends that this Contract facilitates a flexible mechanism for the *Contractor* to identify and implement innovative services, solutions, promote recycling and re-use, and reduce the environmental impact of the services delivered throughout the lifetime of the Contract. The Contract will support the *Client's* Climate Emergency Strategy and commitment to being carbon neutral by 2030.
2. The *Client's* Strategic Objectives are :-
  - A network that is adapted and resilient to climate change with a reduced carbon output, both in usage and maintenance to contribute to the commitment for Somerset to be carbon neutral by 2030.
  - A safe, serviceable, and sustainable network that is fit for purpose for all users under all conditions and supports the development of the local economy.
  - A service based on the intelligent client model that develops and sustains collaborative partnerships that deliver the objectives of all partners.
  - A flexible and agile service that attracts and retains the best people and embraces best practice and new technologies to enable innovation.
  - Sustain a financially resilient service that adopts robust asset management principles and delivers best value with the resources available.
  - Optimise service efficiency and maximise income from commercialisation and external funding.
  - A service that maximises social value and provides valuable local opportunities for individuals and businesses.
  - An informed community that has high public satisfaction and is engaged and enabled to do more for themselves.

### Preamble to the Scope

#### Introduction

1. The Scope provides overarching details of the various services, roles and functions to be provided within the Contract.
2. Scope includes the objectives and outcomes required to be achieved and the inputs from the *Service Manager* and *Contractor* that are required to achieve them.

3. Whilst some key *Service Manager* inputs are included, it is for the *Contractor* to determine how to achieve the outcomes and objectives.
4. The *Contractor's* Role in relation to each section of the Scope reflects a minimum standard that is required and it is expected that the *Contractor* will develop and enhance the activities contained therein in order to meet the objectives and outcomes. In addition, entirely without prejudice to the relevant Contract terms, the *Contractor* is expected to introduce innovation and flexibility to derive Best Value from the available budgets in the attainment of these objectives and outcomes.
5. The *Contractor* is responsible for undertaking the matters required to fulfil its role as identified in the Scope and will not be entitled to rely upon any defaults in relation to the *Service Manager's* role to restrict or limit its obligations to undertake the role identified for the *Contractor* (or any liability therefore) except to the extent that the default in respect of performance of the *Service Manager's* role directly results in the inability for the *Contractor* to perform the relevant obligation or function comprised within its role as identified in the Scope.

## Structure of Scope

6. Individual specifications have been prepared which may include:-
  - **Objectives** – defines objective(s) together with a general statement of the requirements.
  - **Required Outcome** – defines requirements to be generated, produced or delivered.
  - **Contractor's Role** – a description of some key activities required by the *Contractor*, but neither a comprehensive nor exhaustive list of all the activities needed to achieve the required outcomes. Where additional input or activity is required (not expressly required under the *Service Manager's* role) to achieve the required outcomes these are deemed to be included in the *Contractor's* Role.
  - **Service Manager's Role** – a description of all inputs by the *Service Manager*.
7. Some clauses may include additional headings:-
  - **Reference** – documents and publications to which the *Contractor* has due regard in the delivery of the *Service*. Where the provisions of these documents and publications conflict with the detailed provisions of this Contract, the latter shall prevail. Where ambiguity remains, the *Contractor* seeks clarification from the *Service Manager*.
  - **Definitions** – definitions of key terms specifically used within the Scope. A full list of Identified and Defined Terms can also be found detailed in Scope S 100, entitled Identified and Defined Terms.

## **Contractor's Role**

8. In accordance with the provisions of the Contract, and the remainder of the Scope, and without limitation, the *Contractor* shall undertake the following activities as part of its general role:-
- Undertake the *Service* in accordance with the requirements of the Contract and the Scope (and without limitation thereto in full compliance with the requirements of the Common Constraints as detailed in this Preamble).
  - Assist the *Service Manager* with budget development, management and control.
  - Consult with interested parties and statutory bodies.
  - Develop and maintain a testing regime.
  - Assist the *Service Manager* in complying with statutory obligations of the *Client*.
  - Produce reports as instructed by the *Service Manager*, unless otherwise specified by the *Service Manager*.
  - Provide statistics to the *Service Manager* relating to performance and any other statistics reasonably required by the *Service Manager*.
  - Undertake the *Service* in accordance with the *Service Manager's* service standards for the time being applicable.
  - Identification of works options (if required) to be carried out.
  - Plan, programme and prioritise the works in consultation with the *Service Manager*.
  - Public notification of works.
  - Assessment of Tasks, investigation and design of *Services*, when instructed.
  - Preparation of design, plans, drawings, schedules and the like, when instructed.
  - Preparation of estimates for Task Orders, when instructed.
  - Procurement and management of all necessary resources.
  - Post measurement and valuation of the works.
  - Supervision of the works.
  - Plan, supervise and management of any remedial action.
  - Preparation and submission of applications for payment and invoices.
  - Innovate to derive Best Value from budgets, towards achievement of required outcomes and recommendations to the *Service Manager*.
  - Reporting and record keeping including the provision of relevant information to keep the *Service Manager's* information systems up to date, which includes, but not limited to, the *Client's* Highway Asset Management System (CHAMS), the *Client's* Shared Area and the Department for Transport (DfT) Street Manager system operated by Somerset Council.
  - Update the *Client's* Highway Asset Management System (CHAMS).
  - Comply with the requirements of the New Roads and Street Works Act 1991 and the Traffic Management Act.

- Join the *Service Manager* to develop and maintain key performance indicators in respect of various aspects of the *Service*.
- Keeping records and providing information to the *Service Manager* as necessary, to assist in the calculation and reporting of Performance Indicators.

### ***Service Manager's Role***

9. The *Service Manager's* role in provision of the service will generally be:-
  - Creation and development of policies and strategic planning.
  - Budget development, management and control of budget virements.
  - The *Service Manager* can direct the design of works, in consultation with the *Contractor*, where appropriate, to achieve the most practicable, economic, sustainable and least disruptive solution.
  - Responding to *Contractor's* planning, programming and prioritisation of works including provision of information with regard to changes in the Area Network.
  - Authorise the use of innovative technologies in trials, with the approval of the *Client*.
  - Responding to *Contractor's* identification of works.
  - Approval of *Contractor's* Task Order programmes, *Contractor's* Plan, internal CHAMS Task Orders format, and innovations.
  - Interface with the public, town/parish councils, elected members, emergency services, other authorities and organisations, press, broadcasting media and key service stakeholders.
  - Provider of corporate public information and publicity.
  - Development and maintenance of Key Performance Indicators in consultation with the *Contractor*.
  - Planned and reactive inspections and subsequent communication to *Contractor* of action required.
  - Certification of applications for payment.
  - Technical and financial audit of *Contractor's* delivery of the *Service*.
  - Co-operating with the *Contractor* to enable improvements to the *Service*.
  - Taking all actions required under the Conditions of Contract which the *Service Manager* holds responsibility.

### **Common Constraints**

10. These common constraints apply to the Scope:-
  - The policies of the *Client* in relation to highway maintenance and improvement.
  - The provisions of the *Contractor's* plan.
  - The budgets made available by the *Client*.
  - International, National and Local Standards and Codes of Practice.

- The Design Manual for Roads and Bridges.
- The Code of Practice "Well Managed Highway Infrastructure" produced by the UK Roads Liaison Group.
- Key Performance Indicators and other indicators.
- Required response times.
- New Roads and Street Works Act 1991 and Traffic Management Act requirements.
- Somerset Council Permit Scheme requirements.
- Local Transport Plan or equivalent.
- Publisher Copyright.
- Legal and other agreements entered into by the *Client*.
- The requirements of "Traffic Sensitive Routes in Somerset", and any environmental related document published by Somerset Council.

11. All above documents are those applying from time to time.

### Identified and Defined Terms

1. Action Officer means either a member of staff from the *Contractor* or *Service Manager* who has been registered on CHAMS to resolve a Customer Enquiry.
2. Annual Performance Report means the *Contractor's* produced report as defined in the *Contractor's* Plan.
3. Annual Plan is a document issued by the *Client*, to the *Contractor* providing expected expenditure against each work type for specific geographical areas with the Area Network for the forthcoming financial year and details of the work type, if known.
4. Area Network is defined within the Conditions of Contract and includes the Highway Network.
5. Best Practice means those practices and procedures from time to time, in respect of the function to be performed, which are generally accepted by the industry in which those goods are produced (or those services provided as the case may be) as representing the best available practice or procedure available to secure the efficient effective and successful performance of the function in relation to which those goods are to be used or the services are to be provided.

6. Best Value means the requirements in relation to services and performance of functions with which local authorities have to comply pursuant to the Local Government Act 1999.
7. CHAMS means the asset management software currently used by the *Client*, known as the '*Client's Highway Asset Management System (CHAMS)*'.
8. CHAMS Task Order means an order created on CHAMS by the *Service Manager* or the *Contractor* as a result of the *Service Manager* issuing to the *Contractor* a Task Order.
9. Civil Emergency is defined as a circumstance where the *Client* is empowered to act in accordance with the Civil Contingencies Act 2004. A Civil Emergency may, without prejudice to the generality of the foregoing, be any of the following:-
  - storms and other extreme weather events,
  - flooding by sea or building or watercourse,
  - landslip,
  - pandemic,
  - oils or chemical spillage or contamination,
  - collapse or damage to buildings or other structures,
  - fire or explosion,
  - aircraft crash,
  - nuclear incident,
  - volcanic activity,
  - earthquakes,
  - tsunamis,
  - meteor strikes,
  - fuel emergency,
  - riot or civil commotion,
  - terrorist attack,
  - war,
  - preparation for a potential emergency occurring anywhere within or adjacent to the Somerset Unitary Authority



10. Civil Emergency Service is defined as the resources and systems provided by the *Contractor* in response to a request from the *Service Manager* to assist when a Civil Emergency is declared.
11. *Client* Consultant is a professional employed by the *Client* who provides professional or expert advice or general expertise in a particular area
12. *Client's* Emergency Operational Plans and Procedures are as detailed within Volume 2, Works Specification Series 7900 – Emergency Service.
13. *Client's* Winter Fleet are those vehicles and items of plant and equipment made available by the *Client* to the *Contractor* and others to undertake Winter Service.
14. Collaboration Agreement. This is the terms of reference for the Highway Contracts Collaborative Board.
15. Commits means making the CHAMS Task Order accessible to the *Contractor*, subsequently providing the *Contractor* with an order to undertake the works.
16. Contract Demobilisation Plan is a document prepared by the *Contractor* in connection in response to Scope S 1000.
17. Contract Key Parity Measures are performance measures that have been initiated at a national level through the auspice of the Traffic Management Act that Councils are encouraged to use to compare the performance of their Contractor against Statutory Undertakers.
18. Contract Mobilisation Plan is a document prepared by the *Contractor* in response to Scope S 200.
19. *Contractor's* Office means all premises out of which the *Contractor* provides the *Service*.
20. Co-ordination Code of Practice is a national document produced for the purposes of co-ordination of works under the auspice of the New Roads and Street Works Act 1991.

21. Customer Contact is the *Client's* call centre that receives comments, enquiries and reports, sometimes about faults, from highway users about all local authority services, including *Services* provided through this *Contract*.
22. Customer Enquiry is an enquiry from a customer (eg road user, member of the public parish/town council, elected member etc).
23. Customer Satisfaction Surveys is a measure of how customers (eg road user, member of the public parish/town council, elected member etc) believe the *Client* is performing.
24. Defect Notice is a proforma to be used by the *Service Manager* and the *Contractor* when notifying the other of a Defect.
25. De-Icing Materials are the materials to be spread on the highway to prevent ice forming or to melt ice and snow.
26. Design Brief is a document provided by the *Client* to the *Contractor* which sets out the basic requirements of any future Task Order, which the *Contractor* then designs in accordance with required Design Standards.
27. Design Manual for Roads and Bridges (DMRB) gives the requirements of the Overseeing Organisations of England, Scotland, Wales and Northern Ireland in respect of quality management systems applicable to the design of highways, including construction and maintenance Works.
28. Design Standards are the minimum requirements to be met by the *Client* or *Contractor* when designing a Scheme.
29. District Areas are geographical areas aligned to the pre-1<sup>st</sup> April 2023 District Council boundaries. They are Mendip, Sedgemoor, Somerset West and Taunton and West Somerset.
30. Emergency is defined as any circumstance notified to the *Contractor* by the *Service Manager*, other staff of the *Employer* who have authority to give such a notification or officers of Avon and Somerset Constabulary where there is danger or imminent danger to persons or property or impediment to the

flow of traffic on the Highway Network, which requires the attendance of an Emergency Service Team or Teams within the Emergency Response Time.

31. Emergency Response Time is defined as the maximum period between details of the incident being relayed to the *Contractor* and an Emergency Service Team arriving at the site of the incident. Emergency Response Times should always be as short as practicable but in any event shall not exceed one and a half hours.
32. Emergency Service is defined as the establishment of resources and systems that enable the *Contractor* to respond to Emergencies within the Emergency Response Times and to perform the Emergency Service Operations.
33. Emergency Service Managers are managers employed by the *Contractor* who are trained and equipped to manage the response to Emergencies and supervise Emergency Service Operations in accordance with the requirements of this Series.
34. Emergency Service Operations are those operations required to make safe the Emergency – they exclude follow up work (after the making safe) which will be classified elsewhere in the Scope. Emergency Service Operations may typically include: -
  - setting up traffic safety and control measures including warning signs, temporary road closures and diversions,
  - clearing debris following a road traffic accident,
  - dealing with fuel and other spillages,
  - attending to flooding of the highway,
  - attending to unsafe carriageway ironwork, potholes, and the like,
  - making safe hazardous trees, equipment, and structures,
  - clearing fallen trees from the highway,
  - clearing landslips from the highway,
  - dealing with deposits of hazardous materials or blockages on the highway,
  - removing animal carcasses causing an obstruction to the carriageway, for subsequent disposal by others, assisting the emergency services in highway related matters and
  - performing other highway related operations as required by the Service Manager, from time to time.

35. Emergency Service Team is defined as a team of operatives together with appropriate transport and equipment defined in Clause 7904AR who are available to undertake Emergency Service Operations within the Emergency Response Times on a 24-hour basis on every day of the year in accordance with the requirements of this Series.
36. Features are the main reference point in CHAMS, they have, geographical locations, attributes, dimensions, and maintenance history. Jobs are raised against Features.
37. Fixed Penalty Notices are issued to Statutory Undertakers for failure to comply with specified sections of the New Roads and Street Works Act 1991, and the Somerset Council Permit Scheme.
38. Highway Area means one of the four district areas. These may change over the duration of the Contract. In 2022 they are:-
- Mendip
  - Sedgemoor
  - Somerset West and Taunton
  - South Somerset
39. Highway Authority is a name given to a body responsible for the administration of public roads.
40. Highway Asset Information means information relating to the highway asset.
41. Highway Contracts Collaborative Board is the group comprised of representatives of the *Contractor*, the *Client* and the *Service Manager* that attend a meeting monthly to work with other contractors to ensure efficiencies, innovation and continuous improvement of the *Service*, as set out in Scope S 815 Management of the service – Management Procedures.
42. Highway Scheme Proposal Register (HSPR) is Somerset's co-ordination software that records the location and details of planned and future works affecting the highway, either by the Highway Authority, Statutory Undertakers or Private Developments.

43. Highway Scheme Proposal Register Environmental (HSPR Env) enables all proposed highway schemes to be viewed and checked against the environmental data-sets so that appropriate action can be taken.
44. Highway Network means the highway systems and any other areas so designated, by the *Service Manager* from time to time as part of the highway network of Somerset for which the *Client* is the Highway Authority.
45. Highway Safety Inspections is the process by which the *Client* assesses highway defects.
46. Highway Safety Inspection Manual (HSIM) is the *Client's* manual that sets the standards for highway inspections, defect intervention levels and response times to repair defects. See link - [Highway Safety Inspection Manual \(HSIM\)](#)
47. Highway Service is the delivery of a service to maintain asset integrity, serviceability and public safety of the adopted highway assets across Somerset.
48. Job\_ means a part of an CHAMS Task Order. A separate Job is created for each Feature.
49. Local Transport Plan is a statutory document produced by the *Client* that sets out its role in implementing objectives relating to transport, accessibility, pollution and outlines Department for Transport funding bids.
50. Local Government Review (LGR) is the formation of Somerset Unitary Authority from Somerset County Council, Mendip District Council, Sedgemoor District Council, Somerset West and Taunton Council and South Somerset District Council on 1st April 2023.
51. Mapping Services Agreement is a contract drawn up by Ordnance Survey that sets out the terms and conditions by which authorised users that includes the *Client* and its *Contractors* are allowed to use specific Ordnance Survey Data.
52. Modules\_ are components within CHAMS.

53. National Highways and Transport Benchmarking Club comprises Local Authorities and Private Sector Consultants exchanging data to compare performance, establish best practice and achieve continuous improvement in the delivery of highway maintenance and highways and transportation improvements. See <https://nhtnetwork.org>
54. National Highway Sector Scheme is as defined in BS EN ISO9001:2015.
55. Network Information is the information as set out within the data room for the duration of the procurement process. Following contract award this will be made available to the *Contractor* in the *Client's* Shared Area.
56. Network Management Duty is defined by the Traffic Management Act.
57. Network Management Plan demonstrates that the *Client* is complying with the expectations of UK Government in relation to the Traffic Management Act and Network Management Duty.
58. Normal Working Hours is as defined by the Construction Industry Joint Council in the Working Rule Agreement for the Construction Industry or other appropriate wage fixing body.
59. Operational Routes are the planned routes, starting and ending at a loading point, over which Precautionary Treatments and/or Snow Clearing are carried out.
60. Operational Winter Period is the period from 15th October to 15th April, unless otherwise instructed by the *Service Manager*.
61. Ordnance Survey is Great Britain's national mapping agency.
62. Overseeing Organisation other than where references to the Overseeing Organisation are made in the context of the Overseeing Organisation granting statutory or type approvals, the roles and functions of the Overseeing Organisation shall be undertaken by the *Service Manager*, unless otherwise specified within this Contract.

63. "Highway Steward" Scheme is a scheme to support Parish Councils who wish to employ some direct labour for minor amenity works within their Parish, including the public highway.
64. PMS means the *Client's* Pavement Management System.
65. Principal Roads with regards to this Contract, Principal Roads means the "C182" (Cannington to Hinkley Point Power Station) and all "A" classified roads in Somerset and maintained by the *Client*. This excludes motorways and trunk roads.
66. Road Note 39 is the guide for the design of surface dressing for roads throughout the United Kingdom.
67. Safety Defect is anything likely to create danger or serious inconvenience to users of the Area Network or the wider community.
68. Scheme(s) are Task Orders that have a total aggregate value of over £250,000 or where the Task Order is programmed and agreed with the *Service Manager* to be more than one month in duration.
69. Service Instructions provide details around activities for each service as part of the Annual Plan.
70. Service Plan sets out the *Client's* aims and objectives for delivery of its highway infrastructure services.
71. Shared Area means a collaborative platform, provided by the *Client*, with current technology, such as SharePoint, or similar, where the *Service Manager* and *Contractor* can create and manage electronic Records that are to be shared in accordance with the Scope.
72. Shared Information is electronic Records that are to be shared in accordance with the Scope.

73. Sites of Special Scientific Interest are the best sites for wildlife and geology in England that have been given legal protection under the Wildlife and Countryside Act 1981.
74. Somerset Council Permit Scheme is defined by the requirements of part 3, sections 32 to 39 of the Traffic Management Act 2004 (as updated from time to time). Refer to Annex 38.
75. SOR (Item) means Price List (Item)
76. South West Highways Service Improvement Group or its successor comprises of Highway Authorities in the South West of England to facilitate service improvement in highways and transportation services.
77. Star Rates are prices for an item or items of work that have been agreed in lieu of a daywork valuation.
78. Strategic Objectives are defined in S 105 Overall objectives.
79. Strategic Partnership Board is the group comprised of representatives of the *Contractor*, the *Client* and the *Service Manager* that attend a meeting every three months for a strategic overview of the *Service*. They further meet in order to resolve dispute resolution as set out in Scope S 815 Management of the service – Management Procedures
80. Statutory Undertaker are the various organisations with legal rights to carry out certain development and highways works.
81. Street Authority is defined in Section 49 of the New Roads and Street Works Act 1991. On publicly maintainable highways, the Street Authority is the Highway Authority.
82. Street Works is as defined in the New Roads and Street Works Act 1991.
83. Street Works Notification is any form of electronically transferred information required to comply with the requirements of the Somerset Council Permit Scheme, New Roads and Street Works Act (NRSWA) 1991, the Traffic Management Act (TMA) and any associated regulations, statutory guidance and codes of practice.



84. Street Works Register is as defined in the New Roads and Street Works Act 1991.
85. Task Order Instruction is an instruction, issued by the *Service Manager*, to the *Contractor* to create a Task Order.
86. Traffic Manager performs such tasks as the Authority considers will assist them to perform their network management duty as set out in the Traffic Management Act 2004.
87. Traffic Regulation Order is as defined in The Road Traffic Regulation Act 1984.
88. Treatment Time is the maximum time permitted between the commencement of precautionary de-icing treatment through to completion of precautionary de-icing treatment.
89. USRN is the Unique Street Reference Number set up under the auspice of the New Roads and Street Works Act 1991 and is part of an unambiguous referencing system, using Unique Street Reference Numbers with which to identify any length of highway or road in England and Wales.
90. Whole Area Feature are geographical areas within CHAMS, aligned to the pre-1<sup>st</sup> April 2023 District Council boundaries. They are Mendip, Sedgemoor, Somerset West and Taunton and West Somerset.
91. Whole Life Costing the total consideration of all relevant costs associated with the acquisition, ownership and maintenance of an asset
92. Whole County Feature are geographical areas within CHAMS aligned to the *Client's* geographical boundary.
93. Winter Service is the planned or reactive de-icing treatment or snow clearing operations required on the Highway Network.
94. Winter Service Response Time is the maximum time permitted from a decision being made to mobilise for Winter Service to the completion of

crewing and loading of spreading vehicles at loading points in readiness, being 1 hour.

95. Works Specification is the UK Government's Specification for Highway Works, published as Volume 1, of the Manual of Contract Documents for Highway Works, including any future versions and updates, as modified, and extended by the *Client* in Scope S 2200 *Client* service specifications and drawings.

## S 110 Description of the service

1. The Service consists of: Service Part 1, Service Part 2, Service Part 3, and Service Part 4.
2. Service Part 1 :-
  - Mobilisation: the *Contractor* mobilises the Contract as described in Scope S 200 in order to be able to provide the *Service* at the Starting Date.
  - Management of the *Service*: Entirely without prejudice to the obligations contained within the Contract, the *Contractor* carries out all management, supervision, administrative, business management duties and the like required by the *Contractor* to manage the Contract for all required services and to comply with the requirements of the Scope.
  - Demobilisation: The *Contractor* shall demobilise this Contract as described in Scope S 1000.
3. Service Part 2 :-

Schedule	In Scope
Preliminaries	Yes
Temporary Traffic Management	Yes
Variable Message Signage	Yes
Site Clearance	Yes
Fencing	Yes
Cattle Grids - structural repairs and replacements	Yes
Road Restraint System (Vehicle)	Yes
Road Restraint System (Vehicle) – <i>Contractor's</i> design	Yes
Road Restraint System (Pedestrian)	Yes
Drainage and Service Ducts – large schemes	Yes
Drainage and Service Ducts – small schemes	Yes
Earthworks	Yes
Ditches and Grips - clearance	Yes
Patching - routine planned	Yes
Patching - Proprietary (e.g., spray applied)	Yes

Patching - surface dressing pre-patching	Yes
Patching - micro asphalt pre-patching	Yes
Carriageway Reconstruction	Yes
Carriageway Overlay	No
Carriageway Resurfacing	No
Carriageway Surface Dressing	No
Carriageway Surface Dressing – <i>Contractor's</i> design	No
Micro Asphalt Surface Treatment	No
High Friction Surfacing	Yes
Car Park Maintenance	Yes
Kerbing	Yes
Footway Reconstruction – large schemes	Yes
Footway Reconstruction – small schemes	Yes
Footway Slurry Sealing	No
Cycleway Reconstruction	Yes
Paved Areas	Yes
Traffic Sign Maintenance	Yes
Road Markings Maintenance	Yes
Road Stud Maintenance	Yes
Traffic Engineering Schemes	Yes
Bridge Assessment & Strengthening	No
Highway Structures - reactive repairs	Yes
Grass Cutting – rural	Yes
Grass Cutting – urban	Yes
Grass Cutting - cycleways	Yes
Hedge Cutting	Yes
Weed Treatment	Yes
Tree Maintenance	Yes
Siding Out Footways and Carriageways	Yes
Gully emptying - planned	Yes
Gully emptying - reactive	Yes
Drainage Cleansing	Yes
Cattle Grid Cleansing	Yes
Traffic Sign Cleaning	Yes
Safety Defects Repairs	Yes
Highway Cleansing	Yes
Highway Cleansing - surface dressing prep work	Yes
Winter Service	Yes
Emergency Service	Yes
Civil Emergencies	Yes
Advance Works - New Asset Schemes	Yes
Public Rights of Way Emergency Work	Yes

The *Client* retains the right to amend the Scope to fulfil the requirements of service delivery as a new unitary Somerset Council.

The Works Specification shall be the Specification for Highway Works, published as Volume 1 of the Manual of Contract Documents for Highway Works, including any future versions and updates, as modified and extended by the *Client* in Series 000.

The Method of Measurement shall be the Somerset Method of Measurement, refer to Volume 4.

4. Service Part 3 :-

- The *Client* may, at the *Client's* discretion, commission the delivery of non-maintenance advance works for new asset schemes and other non-maintenance highway works via this Contract. Examples of new asset schemes may include, but will not be limited to, small improvement schemes, safety schemes, active travel schemes, bus service improvement plan schemes. Typical schemes may involve new footways/ cycleways, crossings, speed reduction/traffic management measures, junction re-alignments.
- Any decision as to whether to commission such works in this way shall be dependent upon, amongst other things, the *Contractor's* demonstration of value for money, assured quality of finished product, deliverability and compliance with programme requirements (and without adversely impacting upon the *Contractor's* ongoing delivery of core maintenance works), and appropriate experience and ability.

5. Service Part 4 :-

- The *Client* may, at the *Client's* discretion, commission professional services which may include highways related design, traffic engineering, road safety engineering and asset management.
- Other than where stated in Service Part 2, above, these functions will normally be undertaken by the *Client*.