

NEC4

Term Maintenance Contract

Scope S 300 Contractor's Design

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S 300 Contractor's Design

S 305 Design and submission procedures and acceptance criteria

1. The roles of the Client, Principal Designer, Designer and Contractor under the Construction Design & Management Regulations 2015 for each part of the *Service* are described in S 1100.
2. For the part of the *Service* for temporary traffic management, the roles of Principal Designer and Designer will be carried out by the *Contractor*. Temporary traffic management will be designed in accordance with the UK Government's Traffic Signs Manual - Chapter 8, Part 1: Design (Traffic Safety Measures and Signs for Road Works and Temporary Situations) (as updated from time to time). The design of temporary traffic management must ensure that safety is maximised for the workforce and the highway user during maintenance, inspection and improvement works, whilst also maintaining acceptable traffic/pedestrian flows during these activities. Temporary traffic management designers will be qualified to the Institute of Highway Engineers (IHE) standard, or equivalent, i.e., Temporary Traffic Management (Certificate) or Temporary Traffic Management (Diploma).
3. For the part of the *Service* for road restraint system (vehicular), the roles of Principal Designer and Designer will be carried out by the *Contractor*. The *Service Manager* will issue a scheme brief to the *Contractor*. The *Contractor* will design the service in accordance with the UK Government's National Highways Sector Scheme 2B – Supply, Installation, Maintenance and Repair of Vehicular Restraint Systems (as updated from time to time). The *Contractor* will submit its design to the *Service Manager* for approval by the *Service Manager*.
4. For the part of the *Service* that is Emergency Service and where temporary repairs to potholes are required, the Roles of Principal Designer and Designer will be carried out by the *Contractor*. The need for a temporary repair to a pothole will be assessed by the *Contractor* in accordance with the *Client's* Highway Safety Inspection Manual, see [Highway Safety Inspection Manual](#) . The repair to the pothole is to be carried out in accordance with clause 7307AR of the Works Specification.
5. The design function may not be limited to these activities over the life of the contract and the *Contractor* is expected to engage with the *Client* on the extent of the design function during the transformation period of the new Somerset Unitary Council after 1st April 2023.

Identification, Development and Implementation of Codes of Practice and Standards

Objectives

1. To ensure that the *Service* is delivered not only in accordance with the requirements of this Contract but also in accordance with additional codes of practice, standards and guidance that are relevant and may emerge during the *Service* period.

Required Outcome

2. Identification, development, and implementation of technical and operational codes of practice (including without limitation, design standards, design guides and work practices) in accordance with Good Industry Practice which supplement and build upon the standards of performance of the *Service* otherwise set out in the Contract.

Contractor's Role

3. In consultation with the *Service Manager*, identify the need for and develop local standards, codes, guides, and practices.
4. Implement relevant international, national, and local standards, codes, guides, and practices which have been approved by the *Service Manager*.
5. Apply the *Client's* local standards, codes, guides, and practices when directed by the *Service Manager*.
6. Comply also with the requirements as set out in the Preamble to the Scope.

Service Manager's Role

7. In consultation with the *Contractor*, identify the need for and develop local standards, codes, guides, and practices.
8. Oversee and assess the success or otherwise of the implementation of local standards, codes, guides, and practices.
9. Adjust, adapt, and revise local standards, codes, guides, and practices.
10. Fulfil general activities as described in the requirements as set out in the Preambles to the Scope.

Design Standards

Objectives

1. To ensure that the design of *Services* by the *Contractor* is done in accordance with a defined set of design standards that are relevant for the *Services* being undertaken.

Required Outcome

2. The design of *Services* by the *Contractor*, where it has design responsibility, in accordance with current industry standards, codes of practice and guidance that are relevant and may emerge during the *Service* period.

Contractor's Role

3. The *Contractor* takes into account the relevant information that has been provided by the *Service Manager*.
4. The *Contractor* will inform the *Service Manager* if any of the *Service Manager's* designs are, in the opinion of the *Contractor*, not practical to build, not the most suitable use of materials and resources or includes any other errors or omissions.
5. Instruction to design is specified within the Design Brief. The *Contractor's* role is to ensure that design is at all times performed: -
 - in an efficient, economic, effective, and safe manner and so that works can be carried out in an efficient, economic, effective, and safe manner,
 - in accordance with Good Industry Practice,
 - in accordance with designers' requirements under the CDM Regulations 2015,
 - in such manner as to enable the *Client* to discharge its statutory duties and in particular, those duties under the Traffic Management Act,
 - in compliance with all Applicable Law (including, for the avoidance of doubt, the requirements of any relevant planning, building regulations or other consent, licence, approval, or authority of which the *Contractor* is, or should, from time to time, be aware) and so as to ensure that the *Service* can be carried out, in accordance with all Applicable Law,
 - generally, in accordance with the relevant section of the Design Manual for Roads and Bridges, the Specification for Highway Works, including amendments stated in the Contract,

- not knowingly permit any works that are likely to detract from the image and reputation of the *Client*,
- by competent and informed staff,
- using current professional standards and about all matters relating to or which might have a bearing upon the performance of the *Services*,
- in accordance with the Quality Management Schemes contained in Appendix A of the Specification for Highway Works,
- taking into account Whole Life Costing and, where appropriate, present alternatives to the *Service Manager* for review and consideration,
- to have designs available for review at all times by the *Service Manager* and
- complies also with the requirements of the preamble to the Scope.

Service Manager's Role

6. Provide the Design Brief which identifies the desired outcome from the design of *Services*, in consultation with the *Contractor*, to achieve the most practicable, economic, sustainable, and least disruptive solution.
7. Issue the *Contractor* from time to time instructions to assist it with the design of *Services*.
8. To direct, review and accept proposed designs at the *Service Manager's* discretion before they are finalised and prior to incorporation into the *Services*.
9. Set out and agree with the *Contractor* any necessary constraints on the timing and sequence of the *Services*.
10. Fulfils general activities as described in the preamble to the Scope.

General Requirements

11. For all designs undertaken by the *Contractor*, the *Service Manager* will:
 - Provide the site location where the *Service* is to be undertaken,
 - Provide, for each site, any extra requirements that the *Contractor* is to take into account when designing the *Service*, such as re-alignment, change of width, flood alleviation, restrictive working, and timing, etc,
 - Provide an initial estimate of works costs,
 - Specify the time by which the design is to be completed and issued by the *Contractor* to the *Service Manager*,
 - Specify the date or time duration within which the *Service* is to be completed by.

12. For all designs undertaken by the *Contractor*, the *Contractor* will: -

- Attend site to record information needed for the design, where necessary including, but not limited to, taking lines and levels, and undertaking necessary testing,
- Design the necessary traffic management,
- Take account of the extra requirements, risks and hazards brought to the *Contractor's* attention by the *Service Manager* and other factors that could reasonably be expected to be identified by a competent designer or *Contractor*,
- Issue to the *Service Manager* by the time specified the design proposals,
- Plan and execute the works in accordance with the Contract,
- For each site, take photographs of the site pre and post *Services* and make them available to the *Service Manager*,
- Advise the *Service Manager* of any opportunities to integrate different types of *Service*,
- Carry out an environmental risk assessment as appropriate,
- Contact the *Client's* traffic management group when any works are within close proximity to traffic signals,
- Contact the *Client's* electrical assets group when any works are within proximity to electrical assets, i.e. lamp columns.
- Contact the *Client's* bridges and structures group when any works are within 50m of a bridge or structure and could potentially damage that bridge or structure,
- Check for traffic signal loops in the carriageway,
- Apply for road closures, where applicable, and liaise with the Street Authority,
- Assess impact of any Statutory Undertakers requirements.

Structural Maintenance – Road Restraint System - Vehicular

13. The *Service Manager* will: -

- Provide the Design Brief that will identify the sites that are in need of treatment.
- Provide for each site any departure from standards that have already been accepted by the *Service Manager*.

14. The *Contractor* will: -

- For each site, design the most suitable treatment to repair the site in accordance with Good Industry Practice including, but not limited to, UK Government's Design Manual for Roads and Bridges CD 377 – Requirements for Road Restraint Systems, and BS EN 1317-1 and -2.

- Issue to the *Service Manager*, by the time specified, the proposals for each site, including any proposals for departing from the British Standard.

Gully Cleansing

15. The *Service Manager* will: -

- Provide a Design Brief that will identify the gullies that need to be cleaned out to remove debris and detritus.
- For each gully, specify the maximum period that it can be left without being cleaned and for the first clean, the *Service Manager* will specify the latest date that it should be cleaned.
- Agree with the *Contractor* the format and level of detail required to be provided by the *Contractor* if a gully cannot be cleaned or is broken or has a missing cover.
- For gullies that cannot be cleaned or are broken or have a missing cover, determine the appropriate follow-up action, and issue further Task Orders to the *Contractor* under a different budget line.

16. The *Contractor* will: -

- Programme the gully rounds to comply with the requirement of this contract using the *Service Manager* provided information.
- For each site, decide the most suitable method to clean out the gullies in accordance with Good Industry Practice.
- Record, in a format to be agreed with the *Service Manager* (ensure mobile GPS software complies with the latest National Marine Electronics Association (NMEA) protocols) the gullies that cannot be cleaned and those that are damaged or have missing covers, together with substantiating details, including link and section, again to the agreement of the *Service Manager*.

Grass Cutting

17. The *Service Manager* will: -

- Provide a Design Brief that will identify the road locations on which the grass needs to be cut together with the number of swathes of cut required.
- Provide a list of sites that need to be avoided when grass cutting.
- Instruct the *Contractor* the date when the grass needs to be cut by. (This is likely to be a phased approach to account for visibility, road usage and budget).
- Specify the number of cuts required per annum.

18. The *Contractor* will: -

- Programme the grass cutting rounds to comply with the requirement of this contract using the *Service Manager* provided information.

Weed Control

19. The *Service Manager* will: -

- Provide a Design Brief that will identify the road locations on which weeds need to be controlled.
- Instruct the Contractor the date when the treatment is required by.
- Specify the number of treatments required per annum.

20. The *Contractor* will: -

- Programme the weed control works to comply with the requirement of this contract using the *Service Manager* provided information.
- For each site, carry out the most suitable method to control weeds in accordance with Good Industry Practice.