

NEC4

Core Terms Maintenance Contract

Scope S2200 Client's service specification and drawings

**Series 7300 – Safety Defect Repair Service
DN581359**

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7301AR: Safety Defect Repair Service: Definitions

1. A "Safety Defect" is anything likely to create danger or serious inconvenience to users of the Area Network or the wider community.
2. The "Time of Notification" is the point in time when the *Service Manager* first reports a Safety Defect to the *Contractor*. Such notification may be communicated verbally, electronically or in writing.
3. The "Response Time" is defined as the period between the Time of Notification and the making safe of a Safety Defect by the *Contractor*.
4. The "Maximum Response Time" is defined as the maximum Response Time specified by the *Service Manager*.
5. The "Safety Defect Repair Service" is defined as the resources and systems that enable the *Contractor* to make safe Safety Defects within the Maximum Response Times and to effect permanent repairs within the specified timescales.
6. A "Permanent Repair" is defined as a repair which has been undertaken in accordance with clause 7306AR: Safety Defect Repair Service: Permanent Repairs.
7. The "Making Safe" of a category 1 Safety Defect is defined as when a permanent repair cannot be undertaken within the Maximum Response Time and temporary measures are required to ensure the safety of the highway user (Clause 7304AR). Measures such as temporary traffic management, signing and guarding, temporary repairs to potholes may be employed to ensure a Safety Defect is safe.

7302AR: Safety Defect Repair Service: Management and Communications

1. The *Contractor* ensures that the management and communication arrangements for the Emergency Service (Clause 7903AR) are also provided for the Safety Defect Repair Service.

7303AR: Safety Defect Repair Service: Classification of Safety Defects

1. The *Service Manager* determines the Maximum Response Time and specifies the type and extent of repair.

2. Safety Defects are classified in accordance with the following Maximum Response Times:-
3. Category 1:-
 - Category 1.0 – extreme risk (“immediate”) – Making Safe or repair within 1.5 hours
 - Category 1.1 – high risk (“24 hours”) – Making Safe or repair within 24 hours
4. Category 2:-
 - Category 2.0 – medium risk (“7 days”) – repair within 7 calendar days
 - Category 2.1 – low risk (“28 days”) – repair within 28 calendar days
 - Other defects – time period to be stated (greater than 28 calendar days)

7304AR: Safety Defect Repair Service: Response and Requirements

Category 1 Safety Defects

1. As a minimum requirement, the *Contractor* makes safe each Category 1 Safety Defect within the Maximum Response Time. Where practicable, the *Contractor* makes safe and undertakes a permanent repair in one visit within the Maximum Response Time.
2. Where it is impracticable to undertake a permanent repair within the Maximum Response Time, the *Contractor* makes safe the Category 1 Safety Defect within the Maximum Response Time and maintains the Safety Defect in a safe condition until the permanent repair is undertaken. This will be by means of signing and guarding and/or a temporary repair at the *Contractor's* expense. In such circumstances a permanent repair is undertaken within 28 calendar days of making safe.

Category 2 Safety Defects

3. The *Contractor* undertakes a permanent repair to each Category 2 Safety Defect within the Maximum Response Time.

Traffic Management

4. Road space booking, Permits and any Traffic Management associated with the repair of Safety Defects will be organised, implemented, and managed by the *Contractor* and shall be deemed to be included in the total of the Prices.

7305AR: Safety Defect Repair Service: Working Outside Normal Working Hours

1. Safety Defects are generally notified to the *Contractor* during Normal Working Hours. Where a Safety Defect is notified to the *Contractor* outside Normal Working Hours and is allocated a 1.5 hours (Immediate) Maximum Response Time, the *Contractor* repairs or makes safe in accordance with the requirements of Series 7900 (Emergency Service). Where such Safety Defects are made safe but not permanently repaired by the Emergency Service response, the *Service Manager* determines whether the permanent repair is undertaken in accordance with this Series 7300 (Safety Defect Repair Service). If so, a new Task Order and Maximum Response Time will be allocated.
2. All Safety Defects, other than those dealt with in accordance with Series 7900 (Emergency Service), as described above, are permanently repaired and valued in accordance with this Series 7300 (Safety Defect Repair Service), regardless of the Time of Notification, even though this may involve the *Contractor* working outside Normal Working Hours to achieve the Maximum Response Time.
3. At certain locations, the *Service Manager* may specifically instruct Safety Defect repairs to be carried out outside Normal Working Hours. The *Service Manager* endeavours to keep such instances to a minimum, but some occurrences may be unavoidable to prevent serious disruption to traffic. The *Contractor* is informed of specific requirements at the same times as notification of the Safety Defect that details of the Safety Defect are notified. Such requirements do not affect the specified Maximum Response Time.

7306AR: Safety Defect Repair Service: Permanent Repairs

1. Safety Defect permanent repairs are undertaken in accordance with the requirements of the *Client's "Highway Safety Inspection Manual" ("HSIM")* and the relevant clauses in this works specification, as modified and extended by this Clause.

Asphalt concrete inlay patching

2. Repairs are in accordance with clause 971AR except that depth is not limited to 150mm.

Concrete patching to in-situ paving and kerbs and mortar fillet to ironwork

3. Loose material is removed from the defective area and the cavity cleaned. Materials are in accordance with Series 1000 (Specification for Highway Works).

Anti-skid treatment to ironwork covers

4. The applied treatment maintains the skid resistance of the cover to at least that of adjacent surfaces for a minimum period of two years.

7307AR: Safety Defect Repair Service: Temporary Repairs to Potholes

1. All loose material and water shall be removed before filling the hole.
2. Holes less than 0.5 sq m shall be filled with 6mm nominal size asphalt concrete surface course material or 6mm bituminous instant road repair material or equivalent.
3. Holes greater than 0.5 sq m shall be filled with 6mm nominal size asphalt concrete surface course.
4. Holes shall be backfilled with materials compacted to refusal with a circular headed vibrating hammer in layers not exceeding 75mm thick.
5. The surface of the compacted material shall be level with the adjacent road.

7308AR: Safety Defect Repair Service: Photographic Records

1. The *Contractor* takes digital photographs of every Safety Defect:-
 - Once before commencing work to evidence the Safety Defect prior to repair.
 - Once after completing a temporary repair to evidence the works undertaken (if a temporary repair has been affected).
 - Once after completing the permanent repair to evidence the works undertaken.
2. All photographs are clearly referenced to each individual Safety Defect and include date/time data on the photograph.

3. Photographic data is accessible to the *Service Manager* via a system provided by the *Contractor* and approved by the *Service Manager*.

7309AR: Safety Defect Repair Service: Signing, Lighting and Guarding and the associated site checks of unattended roadwork sites

Background

1. Local Highway Authorities and Utility Companies in England and Wales must comply with the "Safety at Street Works and Road Works – A Code of Practice (October 2013)" (sometimes referred to as the Red Book). The Code is issued under Section 65 of the New Roads and Street Works Act 1991.
2. In accordance with the requirements and guidelines contained within the Code of Practice, this document provides the user with the required information to undertake a risk assessment of unattended roadworks sites which will determine the timing of physical site checks.
3. This document provides the user with the evidence that appropriate and reasonable risk assessments have been undertaken and can be used in the event of a third-party claim.
4. For the framework document refer to Annex 39 Framework document signing, lighting and guarding and the associated site checks of unattended roadwork sites.

Operations

5. There will be occasions when a highway hazard or Safety Defect must be made safe by means of signing, lighting and guarding to ensure the safety of the highway user. This can be instigated by:
 - the *Contractor* during the Out Of Hours process;
 - instructed by the *Service Manager*.
6. Monthly Task Orders for site checks will be raised by the *Service Manager* to the *Contractor* for the maintenance and rectification of defects associated with sites that are subject to signing, lighting, and guarding to ensure the continued safety of the highway user. The *Contractor* will keep and retain records of site checks (including photographs) to be made available to the *Service Manager*, which will be used in the event of a third party claim and the verification of the monthly application for payment.

7. In accordance with Section 65 of the New Roads and Street Works Act 1991 and the Safety at Street Works and Road Works – A Code of Practice 2013, the *Contractor* will undertake a risk assessment of each site to determine the frequency of site inspections, refer to Annex 39 Framework document signing, lighting and guarding and the associated site checks of unattended roadwork sites. This provides the *Contractor* with a framework document to determine the frequency of site checks.
8. Removal of signing, lighting, and guarding from a site will be instructed by the *Service Manager* once the highway hazard or Safety Defects has been removed or permanently repaired.