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**Provision of Road Surface Markings in Blackpool**

**Reference: (DN602028)**

**SPECIFICATION**

**Background**

Blackpool Council’s (The Authority) Highways Service are looking to appoint a Contractor to enter into a works contract for the application of road markings, surface treatments and associated works in accordance with the Traffic Signs Regulations and general Directions 2016 and the Specification for Highways Works Vol.1. The Contract will include removing/over marking redundant markings, installation of anti-slip treatments. The contractor will be required to carry out work on the Highway, tramway, in car parks, recreational areas and other non-highway areas as required.

Blackpool Council wishes to appoint a Contractor who can clearly demonstrate the ability to meet our requirements and who offers the most economically advantageous bid.

**Term**

It is anticipated that the contract term will be 2 years from 21st June 2022 to 20th June 2024, with the option to extend incrementally for a period of 1 + 1 years (subject to contract review and budget availability).

**Rates**

The rates inserted by the Contractors will be fixed for 2 years, however they can be increased by an agreed CPI % prior to implementing the extension of the Contract

The service provided must be in accordance with the requirements detailed below and the Council Terms and Conditions (copy attached for information).

**1. Introduction**

* 1. This contract is for the removal of existing markings, provision of new markings, provision of surface treatments and maintenance and replacement of existing markings following highway works, resurfacing works and other works as directed.
  2. All road markings must comply with the requirements of;
* Manual of Contract Documents for Highway Works – Volume 1
* The Traffic Signs Regulations and General Directions 2016 (TSRGD) and subsequent amending Regulations.
* The Traffic Signs Manual – Chapter 3 – Regulatory Signs 2019 and Chapter 5 – Road Markings 2018 (and any future changes to the traffic signs manual) – attached

***The mandatory requirements of the TSRGD cannot be overridden.***

* 1. The scope of works undertaken by the Highway Authority is very broad, the volume of work and value of individual jobs and subsequent transactions by their very nature fluctuate and can be difficult to plan.
  2. There is no guarantee to the volume of work that the Contractor will be awarded.
  3. The successful Contractor must be flexible and reactive in meeting the demands of the Council. The Authority will work with the Contractor as far as possible to ensure that any peaks in demand can be planned effectively.
  4. This contract is for the provision of white/yellow/red lining and surface treatments as required within the borough of Blackpool. On occasion, there may be a requirement for the service to be provided outside the borough boundary, but under the direction of Blackpool Council.
  5. All work undertaken is to be in accordance with the current rules and regulations when working on a Public Highway. The Highway Authorities now operate a Permit scheme for all highway works. Prior to any works commencing, the successful contractor will need to ensure he has received confirmation of a permit number from the *Project Manager* for each location. The cost of these permits will be the responsibility of the *Client*.
  6. Where possible a programme of batch works will be provided to the Contractor in order to enable effective planning and resourcing. This may not always be possible and the Contractor will be expected to be able to accommodate works of a more reactive nature (e.g. emergency works). The Contractor will be required to complete or begin very small volumes of work under emergency situations within 4 hours of written instruction (including email) when required. This will include a single ‘H’ marking.
  7. The Contractor should keep a record of any road surface markings which need permanent removal (via water jetting) e.g. blacked over lines and when it becomes economically viable to do this work they should inform the Council and seek approval to carry out permanent removal works.
  8. For further details on the types of works that will be required, please see the attached Pricing Schedule.

1. **Scope**

2.1 Upon instruction from Blackpool Council the Contractor shall;

* + - Make provision to apply new markings
    - Renew existing markings that have become worn
    - Replace road markings following highway and resurfacing works or other works.
    - The material used for road markings will be applied on the surface by hand or laid with a specialised machine.
    - Where applicable, solid glass beads shall be applied to the surface of the thermoplastic prior to the thermoplastic cooling down, to increase reflectivity.
    - Set out Longitudinal Markings on new surfacing or to replace worn road markings in accordance with The Traffic Signs Regulations and General Directions 2016 (TSRGD) and subsequent amending Regulations and The Traffic Signs Manual – Chapter 3 and Chapter 5 – Road Markings 2018 (and any future changes to the traffic signs manual or any relevant legislation).
    - Put in place all necessary traffic management to ensure that the road marking work can be undertaken in a safe working manner.
    - Prepare Risks & Method Statements for each job.
    - Ensure all surfaces are clean and the surface is sound and suitable for application prior to laying of all road markings material. Any surface found unsuitable for road marking application should be brought to the attention of Blackpool Council before commencing any work.
    - Ensure all markings conform with the alignment and have clean edges free of ‘spatter’.
    - Where markings are replacing worn existing markings all loose material should be removed and the surfaces must be clean and dry before application of the new marking material. All dimensions of markings must meet requirements of contained in The Traffic Signs Regulations and General Directions 2016 (TSRGD), Chapter 3 and Chapter 5, which are referred to above.
    - The removal of any markings must be site specifically risk assessed and the appropriate removal method agreed by the *Project Manager, in writing,* prior to programming the works.
    - Notify the Client of the proposed dates for the works at least 5 working days in advance.
    - Obtain a *Permit* from the Local Highway Authority.
    - Ensure invoices are raised in a format and timescale as agreed with the *Project Manager.*
  1. The specification for road markings shall comply with all relevant legislation and industry guidance.
  2. Road markings shall be white or yellow or red (Classes Y1 and Y2) complying with BS EN 1436 Table 6, as appropriate except where an alternative shade has been specified. The markings shall consist of continuous or intermittent lines, letters, figures, arrows or symbols and comply with sub Clauses 2 to 12 of Clause 1212 (Volume 1 SHW – Series 1200 Roads Signs). Statutory requirements controlling road markings are contained in the Traffic Signs Regulations and General Directions 2016 and subsequent amending Regulations.
  3. Permanent road markings shall be one of the following materials and comply with the colour location

and material type requirements where necessary.

* Thermoplastic road marking material or paint in accordance with BS EN 1871:2020.
* Permanent preformed road markings in accordance with BS EN 1790:2013.
  1. The works awarded will be a varied mix from new works, maintenance and corrective work identified in inspections.
  2. The Contractor will be required to undertake a variety of thermoplastic and/or spray applied and/or 2 part epoxy road markings as and when instructed by the Authority.
  3. It shall be the duty of the Contractor to inspect the site and liaise with the Blackpool Council regarding the scope and delivery of the work. A pre-condition photos survey shall be carried by the successful Contractor prior to the instruction of the works. A reporting procedure shall be developed with Blackpool Council in order to systemise the programme of works.

2.7 The Contractor must ensure a high quality of works that fulfils all requirements of the Authority and users of the Highway. Road markings should be installed to and although some ‘’spreading’ may occur should conform to the Traffic Signs Manual Chapter 3 and 5.

2.8 The requirements of this specification shall be undertaken within the areas identified from job tickets issued by the *Project Manager* in accordance with Blackpool Council’s Highway Code of Practice (copy attached), lying within the borough of Blackpool and within the operational area of the tramway.

2.9 The Contractor must provide the Authority with confirmation that the job has been completed, digital photographs of the completed works, dates that the work was carried out.

2.10 All works undertaken must be in accordance with any current legislation affecting the works or the works locations.

2.11 Special attention must be given to ensure the members of the public or any other person within the close vicinity are not exposed to any hazard during operations. The Site Specific Risk Assessment must ensure that only appropriate equipment is used to reduce risk of incidents affecting both the operatives, other workers and the Public, either on or in close proximity to the working areas.

2.12 Hot lance must not be used.

2.13 The Contractor must be flexible and reactive in their approach to the work and be able to work within their existing commitments.

2.14 Work should be of sufficient quality to be durable for the type of road use and surface type and to reduce frequency of maintenance / re-application e.g. even in heavily trafficked areas road markings should be sufficient quality to last a minimum of 18 months without the need for re-application.

1. **Eligible Criteria** 
   1. All areas occupied or used by the Contractor shall, at all times, be installed, maintained and operated in accordance with current HSE guidelines and Chapter 8 – Temporary Traffic Safety Measures.
   2. The Contractor must have the relevant standard of training for all operatives along with adequate liability insurances as follows:

* Employer’s (Compulsory) Liability Insurance = £10 Million
* Public Liability Insurance = £10 Million

Experienced Operatives shall be assessed to one or more of the following qualifications relevant to their area of activity:

* Level 2 NVQ Diploma Road-building – (Construction) Pavement Marking – (Manual Operations)
* Level 2 NVQ in Hand Applied Road Markings
* Experienced Operatives shall hold the appropriate CSCS Skill Card for skilled workers (Blue Card).

Managers/Supervisors should hold

* Level 3 NVQ Diploma Road-building – (Construction) Pavement Marking – (Manual Operations)
* Level 3 NVQ in Hand Applied Road Markings
* Level 3 NVQ Diploma Occupational Work Supervision

Managers / Supervisors should hold the appropriate CSCS Skill Card for Supervisors (Gold Card).

The qualifications deemed satisfactory for all operatives employed on this contract will be;

* Chapter 8 signing and guarding
* NRSWA operative and supervisor levels
* Traffic Management training e.g. NHSS 12 Lantra
* Level 3 NVQ Emergency First Aid at Work
  1. The Contractor shall at all times carry out duties in line with current best industry best practice and keep abreast of innovative practices as well as legislative, guidance and standards.
  2. The Contractor shall carry out their duties in such a manner as to afford pedestrians, highway users, residents and all other users the minimum amount of disruption as practicable.
  3. Any defect, failure to meet current Highway or British Standard requirements, or potential safety hazards noticed by the Contractor, whether forming part of the work request or not, must be reported immediately to the Authority.
  4. The Contractor shall provide only competent labour and fully trained staff. At the onset of the Contract the Contractor will be required to provide a detailed list of all competent labour to be employed on the Contract and the qualifications held by each employee. This will include a minimum list of formal qualifications and completed training courses with the dates the training took place and any date of expiry.
  5. It is the responsibility of the Contractor to provide a sufficient labour force able to cover peaks in works demand including for all holiday and sickness requirements at no extra cost to the Authority.

1. **Health & Safety Provisions**
   1. The Contractor and their staff shall comply with all relevant statutory requirements and shall carry out all works to a standard that will enable the Authorities obligations under Health & Safety legislation including the Health & Safety at Work Act to be met.
   2. The Contractor’s staff shall be required at all times to perform in a manner that is safe both to themselves (including the wearing of personal protective equipment) and safe to other users in the areas who may have to pass in the vicinity of any works in progress.
   3. The *Project Manager* or the Clients qualified Safety Officer shall have the authority to immediately stop the Contractor’s staff if they are considered to be working in an unsafe manner and they shall not resume until a safe method of working has been agreed. Any cost of delay resulting shall be the responsibility of the Contractor.
   4. Prior to the award of the Contract, the Contractor will be required to submit a copy of the following for the retention of the Authority:

* Health & Safety Policy Statement
* Health & Safety file, in particular any actions taken by the HSE.

1. **Assessment of Risks** 
   1. The Contractor, in fulfilling their statutory duty-of-care to their employees under the Management of Health & Safety at Work Regulations, shall make an site specific assessment of the risks to which the Health & Safety of the public who may be in the vicinity of the working area.
   2. Each risk assessment shall be pertaining to the actual site where the work is requested.
   3. The Contractor shall undertake a full written assessment, taking into account their entire sphere of operation and recording all significant findings of that assessment.
   4. A copy of each risk assessment shall be submitted to the Authority with a clear and prioritised indication of any remedial measures that need to be implemented.
   5. The Contractor shall regard the risk assessment as a duty to be carried out within the contract price for the whole job and at no additional cost to the Authority.
2. **Working Conditions**

* 1. The Contractor will be required to carry out their work across Blackpool’s highways, parade/promenade areas and the Blackpool tramway.
  2. The Authority shall not be liable for any parking meter charges or parking fines that may be incurred by the Contractor as a result of carrying out work at any location.
  3. The Contractor must ensure that the working area is signed and protected in line with current legislation in relation to the areas affected.
  4. For work to be carried out on or close to the tramlines the Contractor will be required to possess a BTS (Blackpool Tram Safety) card. These cards can be arranged through the *Project Manager* or via BTS direct. ***Please Note*** there is a charge to obtain this card to be borne by the Contractor
  5. It is the Contractor’s responsibility to ensure that they possess all necessary permits for accessing and working on the parade/tramway area. These permits can be obtained from the Tramway Safety Officer at Blackpool Council or via the *Project Manager.* These permits MUST form part of the site specific risk assessments submitted by the Contractor. Example Tramway Activity Permit Application is attached.
  6. Please see Safety on the Line Explained document – guidelines for events, contractors and others working on or near tramways**.**
  7. Sites should be operated with the minimum of dust and noise and the environmental controls should all be considered and mitigated.

1. **Planning of Works** 
   1. Blackpool Council shall provide a schedule of programmed works across the network as a result of routine inspections. This schedule shall identify and prioritise sites which pose a safety risk to any or all road users.
   2. Blackpool Council will endeavour to batch the works in order to provide productive, cost effective workings and minimise traffic management requirements and disruption to the wider public. The Council are open to discuss any feedback regarding the batching of work.
   3. Working with the Council, the Contractor will seek opportunities to work closely with other planned works on the highway in order to minimise traffic management and disruption on the highway network.
   4. Working with the Council, the Contractor shall plan the works in a safe manner in accordance with CDM 2015 in order to deliver the works in the safest manner possible.
   5. Working with Council, the Contractor shall plan the works in such a way as to minimise works at key times of day e.g. commuter hours, school times or seasonal times e.g. key events in the Blackpool Events calendar such as the Air Show.
2. **Response Times and Urgent Works** 
   1. The Contractor shall adhere to the following response times following instruction for works including minor works;

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| **Local**  **Category** | **Response Time** | **Definition** |
| **1** | Immediate response (4 hours typically) – includes out of working hours | Road markings required due to changes within network priorities or other emergency. |
| **2** | Within 24 hours | Road markings and/or anti-skid require prompt attention because the defect presents an immediate/imminent hazard/risk. E.g. zebra crossing, H marking due to customer or Elected Member request |
| **3** | Within 5 working days | Road markings and/or anti-skid defects does not present an immediate/imminent hazard/risk but which, if not attended to within a short period would deteriorate further and thus create a higher risk. |
| **4** | Within 5 weeks | ALL TRO’s and Road markings and/or anti-skid defects identified presents no imminent risk. Work to be included within future planned/pending works programmes. This programme of work is managed by taking into account the safety of users of the highway along with constraints placed upon it by the available limited budgets. |
| **5** | Within 3 months | Road markings and anti-skid which currently do not present any hazard/risk to highway users, but would be considered for inclusion within the future capital programme e.g. a programme of small area carriageway patching. These types of planned works contribute to the long-term maintenance of the highway network improvements, helping to achieve design lives and minimise the maintenance costs of the highways asset in terms of whole life costs. |

1. **Communication** 
   1. Blackpool Council’s Highway & Traffic Management Services have adopted and developed a very positive Communications Policy to help deliver all highway and traffic projects. This policy involves listening to the concerns of residents particularly during the projects being delivered.

* 1. The Contractor will not be required to undertake any consultation with the Public. Any advance notice required to be undertaken, will be the responsibility of Blackpool Council.
  2. Any complaints received by the Contractor, must be immediately forwarded to the *Project Manager*.
  3. The Contractor shall make Blackpool Council aware of any industry best practice and/or innovative practices which may have cost, environmental, time or quality advantages for the delivery of the service.

1. **Security**

10.1The Contractor will provide, as a minimum, personalised identification tags that carry the following information;

* Name of Company
* Name of Individual
* Issue Date and Expiry Date
* Up to Date Photograph
  1. The Contractor’s staff shall be required to confine themselves to the essential areas of work. Access to areas not deemed necessary should be prohibited except in the strict line of work or in a fire/medical emergency.
  2. The Contractor shall be entirely responsible for guarding against the theft of their own vehicles, tools, materials, equipment etc., including any replacement parts awaiting fitting. The Authority shall not accept liability for any such losses occurring.

1. **Environmental Considerations**

Blackpool has an ambitious target of 2030 to be carbon net zero. We know that the major sources of carbon emissions in the town is caused by housing and transport , and recognise that these need to run sustainably- using resources efficiently , cutting down on waste and helping tackle wider environmental problems. As a town we need to reduce waste, reuse or recycle more, and encourage greener and more sustainable business and resident practices and attitudes. Blackpool Council are particularly keen to work with Contractors who can demonstrate sound environmental practices and share our vision for a greener future.

1. **Review of Contract**

11.1At intervals not exceeding6 months, and initially at the end of month 3, a contract review meeting shall be held at the offices of the Authorities Highways Division to review the performance of the contract. A Senior Manager from the Contractor shall attend and should be prepared to supply full details of the works carried out.

* 1. KPI’s are to be developed and agreed with the successful Contractor within the first 6 months of the contract. Examples of the KPI’s are;
* % of work delivered on time
* % of work delivered to the specification requirements
* Training delivered to staff on changes to standards and techniques and health and safety

1. **Payment Schedule**

12.1The contract price and hourly rates shall remain fixed for two years from commencement of the Contract.

* 1. The Authority will not be liable for any travel time / mileage (or other costs) associated with the performance of the works. These charges must be included within the Contractors submitted prices.
  2. There is no minimum order value but there is a minimum daily visit charge as itemised in the Pricing Schedule.
  3. The Contractor shall submit an electronic invoice to the *Project Manager* in accordance with the rates submitted along with any authorised additional payments (additional payments would include any additional work that has been requested but the *Project Manager* and completed).
  4. Payment will be made as soon as the Contractor’s accounts have been agreed and processed by the Authority within 30 Days of receipt of invoice.
  5. Invoices shall include the following information:
* Site name
* Date work carried out
* Order number
* Description of work carried out
* Description of any other none inclusive costs
* Name of any person authorising additional works to be carried out
* On call outs only – details of prime cost of labour, indicating number of hours for each employee involved
* VAT where applicable shall be shown separately on all invoices as a strictly NET extra charge.