

**NEC4**

## **Term Maintenance Contract**

### **Scope S 500 Task Order**

**DN581359**

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## S 500 Task Order

To be read in conjunction with, but not limited to, Scope S 1800 Information Modelling which contains information regarding the Client's Highway Asset Management System (CHAMS). and Scope S 2000 - Low Service Damages (Option 17).

Task Orders are generally designed by the *Service Manager* and issued to the *Contractor* and in accordance with the Contract.

The *Service Manager* may request the *Contractor* to design and create Task Orders in accordance with the contract, as described in Scope S 300 *Contractor's* design.

Task Orders designed by the *Service Manager* for the repair of Safety Defects that require CDM information (as defined in Scope S 1100 – Health & Safety) will be created electronically by a portable electronic device and submitted directly to CHAMS.

Task Orders designed by the *Service Manager* that do not require CDM information (as defined in Scope S 1100 – Health & Safety) will be created electronically via a portable electronic device and submitted directly to CHAMS.

Task Orders designed by the *Service Manager* that do require CDM information (as defined in Scope S 1100 – Health & Safety) will be created electronically and issued digitally to the *Contractor* via the *Client's* Shared Area and submitted directly to CHAMS. The *Contractor* is required to manage Task Orders from receipt through to completion, adopting the digital system to ensure digital end to end solution.

The *Service Manager* will establish the required format of the supporting information for Task Orders in collaboration with the *Contractor* as part of the mobilisation phase.

Notwithstanding the above information, Task Orders will typically comprise of some or all of the following:

- completed Price List,
- detailed designs,
- design specifications,
- site specific information
- Task starting date
- time and operational constraints
- Task Completion Date
- delay damages for late completion of the Task (see Scope S 2000 Low service damages (Option X17)).

## Price Adjustment for Inflation

In accordance with the Conditions of Contract, the rates and Prices contained in the Price List will be adjusted using the indices, stated below, published by the Building Cost Information Service (BCIS). The Conditions of Contract state how the adjustments will be calculated and when they be applied to the items in the Price List. The 9 work categories are listed below:-

- WC10/1 – routine, cyclic and time charge works
- WC10/2 – renewals and construction works
- WC10/3 –professional services
- WC10/4 – machine surfacing
- WC10/5 – hand surfacing/patching
- WC10/6 – surface dressing
- WC10/7 – road markings
- WC10/8 – street lighting
- WC10/9 – vehicle maintenance

The Price List indicates which work category applies to each individual item. For guidance, the following table summarises which work categories are used within each series :-

Both negative and positive indices will be applied.

Series No	Series Name	Price Adjustment Formulae Indices – Work Categories
100	Preliminaries	WC10/1
150	Traffic Management	WC10/1
200	Site Clearance	WC10/1
300	Fencing	WC10/1, WC10/2
400	Road Restraint Systems (Vehicle and Pedestrian)	WC 10/2
500	Drainage and Service Ducts	WC10/2
600	Earthworks	WC10/2

700	Pavements	WC10/1, WC10/2, WC10/4, WC10/5, WC10/6
1100	Kerbs, Footways and Paved Areas	WC10/2, WC10/5, WC10/6
1200	Traffic Signs and Road Markings	WC10/2, WC10/7
1700	Structural Concrete	WC10/2
2000	Waterproofing for Structures	WC10/2, WC10/6
2400	Brickwork, Blockwork and Stonework	WC10/2
2500	Special Structures	WC10/2
3000	Landscape and Ecology	WC10/1
7000	Highway Verge and Visibility Cutting	WC10/1
7100	Drainage Cleansing	WC10/1
7200	Sign Cleaning	WC10/1
7300	Safety Defect Repair Service	WC10/1, WC10/2
7400	Highway Cleaning	WC10/1
7800	Winter Service	WC10/1, WC10/2
7900	Emergency Service	WC10/1
7950	Civil Emergencies	WC10/1
8000	Time Charge	WC10/1
9000	Restricted Working	N/A

## S 505 Programme Requirements

### Objectives

- Provision of *service* to timescale and budget specified in Task Orders and to undertake such *Services* in accordance with the provisions of the Contract.

### **Required Outcome**

- To create a framework of disciplines that prioritises and programmes the delivery of *services*.

### **Contractor's Role**

The Contractor: -

- Undertakes the *services* in accordance with the provisions of the Contract,
- Establishes and maintains close liaison with the *Service Manager* for the receipt of Task Orders and agreement of specifications and Task Order programmes,
- Produces Task Order programmes for all services and provide access for the *Client* and the *Service Manager*,
- Produces overall programmes for Safety Defects and provide access for the *Client* and the *Service Manager*,
- Liaises with Others in conjunction with the *Service Manager*,
- Manages and supervises the *services*,
- Designs, applies for, and negotiates temporary works approval, where instructed by the *Service Manager*,
- Actively engages in early *Contractor* involvement, providing constructive comment to design proposals,
- Designs permanent works, as and when instructed by the *Service Manager* and in accordance with Scope S 300 – *Contractor's Design*,
- Updates the *Client's* Highway Network Asset Management System (CHAMS),
- Creates and updates CHAMS Task Orders when instructed by the *Service Manager*, entering information onto CHAMS, in accordance with this contract,
- Assesses each CHAMS Task Order, entering re-measured quantities of work onto CHAMS,
- Provides the *Service Manager* with a reporting facility, other than CHAMS, which enables the *Service Manager* to interrogate Task Order information,
- The *Contractor* submits separate invoices in respect of all Tasks for which the *Service Manager* requests a separate invoice,
- At the *Service Manager's* request calculates, negotiates and agrees new rated items for proposed services not already identified within the Price List and
- Complies with the requirements of the preamble to the Scope.

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

The Service Manager:-

- Issues Task Orders in accordance with the provisions of the Contract,

- Reviews and accepts the *Contractor's* Task Order programme and revised Task Order programme in accordance with the provisions of the Contract,
- Sets out and agrees with the *Contractor* any necessary constraints on the timing and sequence of the services,
- Designs permanent works, unless otherwise specified in the Task Order and in Scope S 300 – *Contractor's* Design,
- Reviews and accepts quotations for services proposed and agrees rates for new items of work not already defined within the Price List,
- May supervise services that are undertaken in accordance with Task Order requirements.
- The *Service Manager* oversees the services which duty includes checking the quality of the works, compliance with specification, issue of instructions and directions regarding the execution of the services, the issue of variations to the issued drawings and specifications and certifying payments due to the *Contractor* in accordance with the payment provisions set out within the Contract.
- Occasionally the *Service Manager*, at their absolute discretion, may instruct the *Contractor* to provide appropriate and qualified resources to assist in the development and completion of the design of Tasks.
- Complies with the requirements of the preamble to this Scope.

## **Design Standards**

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

1. 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.
2. The general requirements will be : -
  - 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,

- 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,
- 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*,
- taking into account Whole Life Costing,
- complies also with the requirements of the preamble to the Scope.

## S 510 Methodology Statements

The *Contractor* is required to provide the *Client* with their operational method statements in relation to all services undertaken within this contract.

## S 515 Work of the Client and Others

The Contractor should maintain good working relationships and promote co-ordination of works through effective engagement with others (e.g. outside agencies, other consultants and other *Contractors* employed by the *Client*) on behalf of the *Client*, to minimise the impact of Highway works across the network on the travelling public

## S 525 Information required

Task Orders for services other than Safety Defects are to be ordered in accordance with the timescales set out in the table below.

The Task Order will specify the Task Completion Date and the delay damages that will apply for failure to complete within this timescale (see Scope S 2005). The Task Completion Dates will be determined using the maximum delivery timeframes for each work type in the table below.

<b>Works Type (excludes Safety Defects)</b>	<b>Delivery Timeframe (as specified on Task Order)</b>
urgent - non safety	<i>Client/Contractor</i> agreement
reactive - Task Orders	maximum of 3-months
planned (non-road closure) - Task Orders	maximum of 3-months
planned (road closure) - Task Orders	maximum of 6-months
planned - specific and agreed delivery window	Task Order specific