

**NEC4**

**Term Maintenance Contract**

**Scope S2200 Client's service specification and drawings**

**Series 7800 – Winter Service  
DN581359**

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## Contents

7801AR: Winter Service: Definitions.....	3
7802AR: Winter Service: General .....	3
7803AR: Winter Service: Salting and Ploughing.....	4
7804AR: Winter Service: <i>Client's</i> Winter Fleet .....	5
General.....	5
Care and Maintenance .....	5
Driver certification .....	6
Fuel .....	6
7805AR: Winter Service: Telemetry and Telematics .....	6
7806AR: Winter Service: <i>Contractor's</i> Vehicles, Plant and Equipment.....	7
7807AR: Winter Service: Additional Resources for Snow Clearance.....	8
7808AR: Winter Service: De-Icing Materials.....	8
Stock arrangements and payment provisions .....	8
Specification .....	9
Stock management and stockpiling.....	10
7809AR: Winter Service: Treatment of Frost and Snow .....	10
Treatment of frost.....	10
Treatment of snow .....	10
Grit bins and bags of salt .....	11
7810AR: Winter Service: Weather Forecasting Service.....	11
7811AR: Winter Service: Information to be Supplied by the <i>Contractor</i> .....	12
7812AR: Winter Service: Maintenance of the <i>Client's</i> Winter Fleet.....	13
Scope .....	13
Contractor's Performance .....	13
Availability of Employer's Winter Fleet .....	14
Return of the <i>Client's</i> Winter Fleet.....	15
Administration and Support .....	15
Warranty Claims .....	17
Statutory Inspection and Testing .....	17
Vehicle Excise Duty.....	18
Service Centres.....	18
Training Standards .....	18
Maintenance, Servicing and Repairs .....	18
Materials and Components.....	18
Tachographs.....	19
Spreader Calibration.....	19
Bodywork and Livery .....	20
Tyres, Punctures and Snow Plough Blade Rubbers.....	20
Defect Reporting and Rectification .....	20
Breakdowns .....	20
Recovery and Repair Service.....	20

## 7801AR: Winter Service: Definitions

1. Winter Service is the planned or reactive de-icing treatment or snow clearing operations required on the Highway Network.
2. Operational Winter Period is the period from **15th October to 15th April** unless otherwise instructed by the Service Manager.
3. Operational Routes are the planned routes starting and ending at a loading point over which Precautionary Treatments and/or Snow Clearing are carried out.
4. 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**.
5. Treatment Time is the maximum time permitted between the commencement of precautionary de-icing treatment through to completion of precautionary de-icing treatment. As a general rule it shall not exceed **2 hours and 30 minutes** but at any rate the combined Response and Treatment Time shall not exceed 3 hours and 30 minutes.
6. 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.
7. De-Icing Materials are the materials to be spread on the highway to prevent ice forming or to melt ice and snow

## 7802AR: Winter Service: General

1. The *Contractor* shall be responsible for determining the operational actions necessary to fulfil the requirements of this Series.
2. The *Contractor* shall ensure that sufficient resources are available throughout the Operational Winter Period to carry out simultaneous planned precautionary treatments of the Operational Routes within the Winter Service Response Times and Treatment Times specified. In addition, the *Contractor* shall have or be able to call upon sufficient resources to deal with the formation of ice, both on and outside, the Operational Routes, during periods of exceptional snowfall and for prolonged inclement winter weather conditions.
3. Unless otherwise agreed with the *Service Manager*, the systems and methods employed by the *Contractor* to deliver this service shall comply with the standards and procedures

specified in this Series and in the current and any future versions of the *Client's* Highways & Traffic Emergency & Adverse Weather Plan, refer to Annex 02.

4. The following resources are made available to the *Contractor* by the *Client* to facilitate the *service* provision: -
  - operational vehicles, plant and equipment, as described in clause 7804AR.
  - *the Client's* Winter Fleet's associated telemetry and telematics systems, as described in clause 7805AR.
  - Vaisala weather stations, as described in Scope S 2200 and
  - stocks of De-Icing Material surplus to the requirements of the winter of 2023/2024, as described in Clause 7808AR.
5. The *Contractor* provides all other resources and facilities necessary to provide Winter Service including: -
  - management, training, supervision and operatives who can meet the specified response and treatment times,
  - programming of the *Client's* Winter Fleet's telemetry and telematics systems as described in clause 7805AR.
  - a winter weather forecasting service as described in Scope S 2200,
  - monitoring the weather forecast and the prevailing weather conditions, including site inspections and scouting, in order to determine and execute the appropriate responses to winter weather conditions,
  - operational vehicles, plant and equipment to supplement the Client's Winter Fleet, as described in Clause 7806AR,
  - additional resources for snow clearance as described in Clause 7807AR,
  - a full maintenance service for the Client's Winter Fleet as described in Clause 7812AR,
  - De-Icing Materials as described in Clause 7808AR and
  - fuel supply and restocking, as necessary.
6. The *Contractor* shall proceed with Winter Service in order to achieve de-icing coverage or clearance of accumulated snow as quickly as possible with the resources available.

## **7803AR: Winter Service: Salting and Ploughing**

1. The extent of the highway that is to receive precautionary salting treatment is defined by the Service Manager and may vary from year to year. During 2022/2023 approximately 21% of the highways in Somerset received precautionary salting treatment.

2. Operational Routes are designed by the *Contractor* in a manner that achieves route optimisation i.e. the minimum number of routes that can achieve a full precautionary salt, within the timescales set out in this contract, and also correspond to the weather forecasting domains referred to in Scope S 2200. These may vary in number from year to year. During 2022/2023 there were 23 Operational Routes.
3. Precautionary salting may take place at any time and the decision as to which timing is most appropriate will depend upon the weather forecast.
4. Ice or snow on the highways that are not included in Operational Routes is only to be treated or cleared when availability of resources allow and after completion of precautionary salting of Operational Routes and according to the network hierarchy (starting at the highest hierarchy). In addition, ice formed on the highways that are not included in Operational Routes shall only be treated when road surface temperatures are forecast not to rise above zero degrees over a period of 24 hours or when otherwise instructed by the *Service Manager*.
5. A map showing the Full Resilient Network for 2022/2023 is provided in Scope S 2200.
6. Snow on footways and cycleways in shopping areas will be cleared at the earliest opportunity, when resources become available from priority routes, and only when instructed by the *Service Manager*.

## 7804AR: Winter Service: *Client's* Winter Fleet

### General

1. A Schedule of the *Client's* Winter Fleet, as at August 2022, is provided in Scope S 2200. Tenderers should note that the *Client's* Winter Fleet composition at the commencement of the service period will be broadly similar, but may be varied due to such reasons as fleet reduction, renewal, expansion etc. Other vehicles, plant and equipment required to carry out Winter Maintenance Operations are provided by the *Contractor*.
2. Details of the *Client's* Winter Fleet allocations to highway depots for the winter of 2022/2023 are provided for information purposes in Scope S 2200.

### Care and Maintenance

3. The *Contractor* shall carry out all daily and weekly checks on *Client's* winter fleet vehicles, in accordance with manufacturer's instructions, during the winter season and two weekly run ups during the close season.
4. After each and every use, all dedicated gritters, demountable gritter bodies, snow blowers and snow ploughs shall be unloaded and hosed down with clean water to remove all traces of De-Icing Material.
5. Dedicated gritters shall be parked under cover when not in use, where garaging is provided in the *Client's* Depots specifically for that purpose.
6. The *Contractor* shall undertake the general maintenance of the *Client's* Winter Fleet in accordance with Clause 7812AR.

### Driver certification

7. All drivers of the *Client's* Winter Fleet shall have a full valid LGV driving licence & full valid Certificate of Professional Competence (CPC) certification together with City and Guilds 6159 Winter Service Qualification (or current equivalent appropriate for the equipment being used) and appropriate experience of driving winter fleet vehicles in winter conditions.

### Fuel

8. Fuel shall be winter grade diesel conforming BS EN 590. Proposals for the use of alternative fuels shall be made in writing by the *Contractor* to the *Service Manager*, for consideration by the *Service Manager*.

## 7805AR: Winter Service: Telemetry and Telematics

1. The *Client's* Winter Fleet has telemetry and telematics systems which are provided to the *Contractor* for the purpose of route guidance, spreading control and management. The systems will also provide information and records, including position, speed and spread rate.
2. The *Contractor* shall programme the *Client's* Winter Fleet's telemetry and telematics systems before each Operational Winter Period, in line with the Full Resilient Network defined by the *Client* for the forthcoming Operational Winter Period and adjust as necessary during each season. The *Service Manager* will notify the *Contractor* of the Full Resilient Network for the forthcoming Operational Winter Period by 1<sup>st</sup> August

each year. Programming shall be undertaken by suitably qualified persons in line with the manufacturer's requirements.

3. Telemetry and telematics provided with the *Client's* Winter Fleet is owned by the *Client*.
4. Telemetry and telematics provided in the *Client's* Winter Fleet for 2022/2023 is as follows:-  
MAN-Schmidt (23 no) Autologic system with IntelliOps interface supplied by Aebi Schmidt.
5. Telemetry and telematics systems provided in the *Client's* Winter Fleet will change in line with the replacement programme of the *Client's* Winter Fleet.
6. Telemetry and telematics provided by the *Contractor* shall remain the property of the *Contractor* and can, therefore, be removed from the *Client's* Winter Fleet, if used, outside of the Operational Winter Period and be used for other purposes.

## **7806AR: Winter Service: *Contractor's* Vehicles, Plant and Equipment**

1. The *Contractor* provides suitable vehicles, plant and equipment in such quantity that the combined *Client's* and *Contractor's* resources shall be sufficient to undertake all Winter Service as required.
2. The *Contractor* shall provide a reserve gritting capability of four 6 cubic metre capacity units throughout the Operational Winter Period. The *Contractor* shall have arrangements in place to back-fill the reserve capability if any unit is deployed more than one week at any one time.
3. The *Contractor* provides all necessary plant for loading, unloading and stockpiling De-Icing Material.
4. The *Contractor* modifies (including the provision of brackets and similar components) its own and *Subcontractors'* plant and vehicles to enable the *Client's* snow ploughs and snow blowers to be attached for use. Such modifications shall also be carried out on any replacement plant and vehicles and, as necessary, when snow ploughs and snow blowers are replaced by the *Client*.

## 7807AR: Winter Service: Additional Resources for Snow Clearance

1. Snow ploughs and snow blowers are provided by the *Client* to the *Contractor* for use by farmers and other operators, for attachment to their tractors, lorries and the like, to supplement the resources available to the *Contractor* for snow clearance. The *Contractor* provides and fits brackets and similar components to the farmers' and other operators' equipment in order to enable the ploughs and blowers to be attached.
2. The *Contractor* procures and enters into agreements with such farmers and other operators who are available at short notice at strategically relevant locations. The *Contractor* ensures that ploughs and blowers are made available to those farmers and other operators who are best able to provide the service in terms of location, availability, quality and value. The *Contractor* will direct and manage the farmers and other operators.
3. The *Contractor* provides information and evidence to the *Service Manager* that such arrangements are in place.

## 7808AR: Winter Service: De-Icing Materials

### Stock arrangements and payment provisions

1. All De-Icing Materials belonging to the *Client*, and stockpiled by the outgoing contractor, at the commencement of the service period, are made available to the *Contractor* for use in the delivery of Winter Service. All other De-Icing Materials required for Winter Service shall be procured by the *Contractor*.
2. No charge shall be made to or by the *Contractor* for the De-Icing Materials made available at the commencement of the service period. These materials shall remain the property of the *Client*. All De-Icing Material procured by the *Contractor*, thereafter, shall be measured in accordance with the appropriate item in the Price List. Once deposited in the *Client's* highway depots, the De-Icing Materials become the property of the *Client*. At the end of the service period, all De-Icing Material shall be left in the *Client's* highway depots.
3. The *Client* has a maximum stock level for De-Icing Materials of approximately 6850 tonnes. At the end of each Operational Winter Period, it is likely that stock levels will



be about half of the maximum following a typical winter. Distribution of the maximum stock level is approximately as follows: -

Depot	Tonnes
Dunball	3000
Frome	1100
Glastonbury	1200
Yeovil	350
Minehead	1200
Total	6850

- The *Contractor* shall obtain approval from the *Service Manager* before placing each order for De-Icing Material during the last year of this contract.

## Specification

- De-Icing Materials used for Winter Service shall be material chosen by the Service Manager. Unless otherwise instructed it shall be either Rock Salt or Thawrox+.
- Rock salt shall comply generally with BS 3247:2011 – Specification for Salt for Spreading on Highways for Winter Maintenance. It shall be suitable for use in gritting machines complying with BS 1622:1989 – Specification for Spreaders for Winter Maintenance and shall be 6 mm fine graded. The moisture content of the salt on delivery to the *Client's* highway depots shall not exceed 4% by weight. The chemical composition shall be: -#

Soluble chloride compounds (including sodium chloride, magnesium chloride, calcium chloride, etc. expressed as sodium chloride)	Not less than 90%
Soluble sulphate compounds	Not more than 2%
Material insoluble in water at 20° C	Not more than 7.5%

- The *Contractor* shall carry out frequent sampling (1 per month, per stockpile, for barn stored salt) of the salt piles to determine the moisture content, as per UK Roads Liaison Group "Well-Manged Highway Infrastructure: a Code of Practice" 2016 requirements. These details must be supplied monthly to the *Service Manager*.
- Thawrox+ treated salt, 6mm, via Compass Minerals.

## Stock management and stockpiling

1. The *Contractor* keeps a detailed record of the usage of De-Icing Materials, including the weight used on each vehicle during each treatment. Delivery notes are retained in respect of all De-Icing Material stocks received, and records kept of any transfers between stockpiles. At the end of each Winter Season, the *Contractor* shall undertake a survey to verify stocks.
2. The *Contractor* shall make arrangements to ensure that stocks of De-Icing Materials are maintained at levels that are sufficient to deliver Winter Service during severe weather conditions.
3. All De-Icing Materials shall be delivered to and stored in the *Client's* Depots, or such other location, as authorised by the *Service Manager*. No De-Icing Material shall be removed from these locations, save for the purposes of Winter Service or transfer to another Depot, when instructed by the *Service Manager*.
4. The *Contractor* shall practice stock rotation of the stockpiles, in accordance with UK Roads Liaison Group "Well-Manged Highway Infrastructure: a Code of Practice" 2016.

## 7809AR: Winter Service: Treatment of Frost and Snow

### Treatment of frost

1. Treatment will depend on the weather forecast and the information available from the ice detection equipment, thermal maps and road inspections.
2. Action taken may be confined to local areas when the frost is not widespread.
3. The rate of spread of rock salt and treated salt shall be in accordance with the *Client's* salt spreading matrix.
4. The treatment time, being the time between the commencement and the completion of treatment on all Operational Routes, should not exceed two and a half hours.
5. Precautionary salting treatment should be complete before the formation of ice.
6. Footways and cycle ways will not be treated in anticipation of ice.

### Treatment of snow

7. Snow clearance is to be carried out on the route network in the priority order defined for frost treatment.
8. The rate of spread of salt will depend on the condition of the snow and shall be in accordance with the *Client's* salt spreading matrix.
9. Ploughing will not commence until 50mm of snow is present and deepening.
10. Snow ploughing will ultimately achieve clearance down to the carriageway surface on main routes but a thin layer of hard packed snow is considered acceptable on other routes where grit and/or salt may be spread to aid traction.
11. Footways in shopping areas and cycle ways will be cleared at the earliest opportunity when resources become available from priority routes.
12. Grit shall only be used sparingly to avoid the subsequent safety problems associated with loose grit and the need to clear drains and channels of accumulated debris.
13. No snow clearing with machines must be undertaken within 50 metres either side of level crossings, without the authority of Network Rail or other Railway Operators. Notice shall be given in advance or by using the site telephone provided at the crossings. Rotary type blowers/ploughs must never be used for this work.
14. Town and Parish Councils may assist in the clearance of snow from footways.

### **Grit bins and bags of salt**

1. The *Service Manager* will instruct the *Contractor* to fill grit bins, as required, in advance of the start of the Operational Winter Period. Any additional filling of grit bins will be instructed by the *Service Manager*. Grit bins shall be filled with rock salt.
2. New grit bins shall be sited at locations instructed by the *Service Manager*. They will be purchased and maintained by Town or Parish Councils and filled and replenished, as described above, by the *Contractor*.
3. Dump bags of rock salt shall be provided at trouble spots, defined by the *Service Manager*, where grit bins have not been provided. Unprotected heaps shall not be provided as they cause environmental damage.

## **7810AR: Winter Service: Weather Forecasting Service**

1. The *Contractor* shall provide a winter weather forecasting service in accordance with Scope S 2200.
2. The *Contractor* shall use the *Client's* Vaisala sensor stations in the provision of Winter Service as described in. Scope S 2200

## **7811AR: Winter Service: Information to be Supplied by the *Contractor***

1. The *Contractor* shall prepare, update annually and supply to the *Service Manager*, not later than 1 August each year, the following information for inclusion in the *Client's* "Highways & Traffic Emergency & Adverse Plan:-
  - operational statement detailing the proposed method of managing and carrying out Winter Service,
  - a staff resource plan, including an organisational chart with designations of all personnel available, including duty managers/supervisors drivers and operatives,
  - communication, weather forecasting, control and call-out procedures,
  - Operational Route schedules for precautionary treatments and snow clearing operations, including the allocation of vehicle, plant and equipment resources,
  - a De-Icing Materials storage and stock management plan, including details of the stocks including the proposed methods for managing the environmental aspects of storage and
  - procedures for dealing with any damage to private property during Winter Service.
2. Operational records shall be supplied to the *Service Manager*, on a daily basis, in a format to be approved by the *Service Manager*. Such records shall include full details of each day's operations, including achieved Response Times, start and finish times, resources employed, De-Icing Material used and weather forecasting data.
3. At the end of each Operational Winter Period, and at project meetings, the *Contractor* shall produce summary reports, in a format to be approved by the *Service Manager*, compatible with the *Client's* requirement for Performance Indicators.
4. At the end of each Operational Winter Period the *Contractor* shall produce an End of Season Report, containing a summary of the weather, accuracy of weather forecasts, number and type of operational actions, salt usage, budget spend and compliance with performance indicators.

## 7812AR: Winter Service: Maintenance of the *Client's* Winter Fleet

1. The maintenance of the *Client's* Winter Fleet shall be to standards to meet the requirements of this clause, legal and safety requirements and the service requirements of this contract.
2. The *Contractor* shall ensure that the *Client's* Winter Fleet is available for Winter Service during the period 16<sup>th</sup> September to the 15<sup>th</sup> April inclusive.

### Scope

3. The *Contractor* shall provide a maintenance service for the *Client's* Winter Fleet identified in Scope S 2200 and any additions or omissions necessary from time to time. Any items withdrawn from the *Client's* Winter Fleet will not require maintenance service.
4. The *service* shall include the provision of servicing, maintenance and repair facilities (including mobile facilities), maintenance, inspection, adjusting, modification, servicing, repairs, warranty repairs, recall notifications, part replacement, breakdown attendance, testing, calibration, and detailed written records. These services shall be to a standard to ensure compliance with the Road Traffic Act and the Health & Safety at Work Act together with enabling regulations.

### Contractor's Performance

5. The *Contractor's* performance in executing the maintenance service shall be assessed and measured by the *Service Manager*, in the following areas:-
  - availability of the *Client's* Winter Fleet,
  - breakdowns of the *Client's* Winter Fleet,
  - inspections of the *Client's* Winter Fleet and
  - oil sample analysis returns.
6. The *Service Manager* shall monitor the quality of work executed, the information supplied by the *Contractor*, the record of complaints received and the results of spot checks undertaken, including by external auditors, on the *Client's* Winter Fleet.

7. In order to complete such spot checks the *Contractor* shall make workshop facilities available to the *Service Manager* at all times. The *Contractor* shall provide such facilities as the *Service Manager* may reasonably request to undertake the spot checks.
8. The *Service Manager* shall forward the results of spot checks and quality performance to the *Contractor*.

### **Availability of Employer's Winter Fleet**

9. All dedicated winter gritting lorries will be made available on the Contract Start Date. The method of handover shall be as follows:-
  - The *Client* shall appoint one or more independent organisations to act as *Client's* Winter Fleet Inspector (FI) to carry out an inspection and oil sample analysis and to produce a *Client's* Winter Fleet Inspection Report (FIR),
  - The *Service Manager* shall arrange for any repairs identified in the FIR to be carried out. These repairs shall not include items that have been identified by the FI under the categories of "age", "use" and "fair wear and tear". The *Service Manager* and the *Contractor* are deemed to accept the standards employed and the items identified by the FI under the categories of "age", "use" and "fair wear and tear",
  - The repair works shall be inspected by the FI. The *Service Manager* shall bear the cost of visits by the FI for the purpose of inspecting and approving the repair works and
  - The winter gritting vehicles shall only be considered to be ready for handover by the *Client* to the *Contractor* when all repairs have been executed and approved by the FI.
10. The method of handover for items of the *Client's* Winter Fleet, other than dedicated winter gritting vehicles, shall be as follows:-
  - The *Contractor* shall inspect all items within two months of the Contract Start Date. Any repairs identified as being due to "age", "use" and "fair wear and tear" shall be undertaken prior to 15 September. Such repairs will be deemed to be included in the tendered rates,
  - If the *Contractor* considers that any item requires repairs that are necessary as a result of anything other than "age", "use" and "fair wear and tear" he shall inform the *Service Manager* immediately upon identification. If the *Service Manager* agrees that this is the case it will authorise the *Contractor*, or arrange with others to have such repairs undertaken,
  - Each item will be deemed as having been handed over either if it has not been reported by the *Contractor* as requiring repairs necessary as a result of anything other than "age", "use" and "fair wear and tear" within two months of the Contract Start Date, or when any such repairs have been satisfactorily effected.

## Return of the *Client's* Winter Fleet

11. The *Contractor* shall complete the requirements for the return of the *Client's* Winter Fleet by the Contract Completion Date. The method of return shall be as follows:-
- The *Service Manager* shall appoint one or more independent organisations to act as *Client's* Winter Fleet Inspector (FI) to carry out an inspection and oil sample analysis (where appropriate) of the *Client's* Winter Fleet and to produce a *Client's* Winter Fleet Inspection Report (FIR). The FIR will be available to the *Contractor* one month prior to the Contract Completion Date,
  - The *Contractor* shall execute and bear the cost of the repairs identified in the FIR but shall exclude the repair items identified by the FI under the categories of "age", "use" and "fair wear and tear". The *Client* and the *Contractor* are deemed to accept the standards employed and the items identified by the FI under the categories of "age", "use" and "fair wear and tear",
  - The repair works executed by the *Contractor* shall be inspected by the FI at the *Contractor's* cost.
12. The *Client's* Winter Fleet shall only be considered to be ready to be returned by the *Contractor* to the *Client* when all repairs have been executed by the *Contractor* and approved by the FI. In the event that any additional visits are required by the FI as a result of defective or unsatisfactory repair works, the *Client* may re-charge such costs to the *Contractor*.

## Administration and Support

13. The *Client* shall provide administration, control and storage of the vehicle registration, certificate of ownership and other associated documents for each *Client's* Winter Fleet item.
14. Within seven days of request from the *Service Manager*, the *Contractor* shall provide written evidence of all maintenance, repair and servicing work carried out on the *Client's* Winter Fleet, including schedules of items under warranty and the period, dates, conditions and terms of all such warranties. The *Contractor* shall provide such information to the *Service Manager* within 24 hours of the completion of planned inspections and servicing of the *Client's* winter fleet.
15. Documents shall be provided by the *Contractor* and shall be presented in a format to be agreed with the *Service Manager*. The information provided shall be a pre-printed record conforming to manufacturers' servicing schedules or to the *Client's* special requirements and shall include:-
- vehicle details as appropriate, including make, model, registration number, all mileage/hour meter readings, *Client's* code or *Client's* Winter Fleet number,

- a tick box type maintenance schedule,
- details of all repair work undertaken,
- details of all other work undertaken (including bodywork),
- inspection records (in a format compliant with that displayed in the current edition of the "Guide to Maintaining Roadworthiness" published by the Department for Transport (DfT),
- details of all parts used,
- details of servicing to ancillary equipment,
- workshop times and dates,
- details of two weekly run ups between April to September (Close Season),
- time expended on servicing,
- time expended on plating and LGV inspections and testing,
- time expended on unavoidable repairs,
- time expended on avoidable repairs,
- time expended on accident repairs,
- time expended on standing period (if any) associated with the above works,
- time expended on condition of tyres and windscreen.

16. *Client's* Winter Fleet vehicles are insured by the *Client*. The *Contractor* shall be responsible for paying for all damage to *Client's* Winter Fleet vehicles, up to £500 for each incident, until and unless the *Service Manager* can, by using best endeavours, recover the amount of this excess from a third party. If damage to *Client's* Winter Fleet Vehicles is caused either by deliberate action, or negligence of the *Contractor*, (such deliberate act or negligence to be judged by the *Service Manager* acting reasonably, taking into account all of the relevant circumstances), then the *Contractor* will become liable for all damage and costs incurred as a result of that damage.
17. Where the *Client's* insurer is required to meet a claim from a third party as a result of a road traffic accident or for any other reason arising from the operation of a *Client's* Winter Fleet vehicle then the *Contractor* will be required to reimburse the insurance excess of £1,000. If a third party claim regarding the *Client's* Winter Fleet Vehicles is caused either by deliberate action, or negligence of the *Contractor*, (such deliberate act or negligence to be adjudged by the *Service Manager* acting reasonably, taking into account all of the relevant circumstances), then the *Contractor* will become liable for the claim and all damage and costs incurred in and or as a result of that claim.
18. All items in the *Client's* Winter Fleet other than dedicated gritters are uninsured and the *Contractor* shall meet the cost of repair and replacement of all loss or damage, fair wear and tear excepted.
19. The *Contractor* shall ensure that any accident damage or vehicle safety event, irrespective of the cause, is immediately reported and that within 24 hours of any incident a written report is submitted to the *Service Manager*. No accident repair work



shall be undertaken on any *Client's* Winter Fleet item without the approval of the *Service Manager*. The *Service Manager* retains the right to inspect accident damage before, during or after any repair work is executed.

20. The *Contractor* shall provide substitutes for damaged *Client's* Winter Fleet items if such damage leads to loss of availability.

## Warranty Claims

21. The *Contractor* shall be responsible for preparing, submitting and processing warranty claims for all eligible maintenance work. All costs for such maintenance work shall be borne by the *Contractor*.

## Statutory Inspection and Testing

22. The *Contractor* shall ensure that the *Client's* Winter Fleet is maintained to a standard, as described in this Clause, that would also ensure compliance with LGV plating and LGV test requirements, if so required by new or amended legislation or regulations during the period of this contract, after having due regard of the *Client's* Winter Fleet item registration dates and the regulations enforcement dates.
23. If legislation or regulations are amended during the period of this contract, any exemption entitlement previously claimed by the *Contractor*, in respect of Plating and LGV testing, may no longer be permitted. The *Contractor* shall then be responsible for all such appointments for statutory inspection and testing of the *Client's* Winter Fleet as required by such amended legislation, including Plating and LGV tests. The *Client* shall bear the cost of annual test fees and the *Contractor* shall bear the cost of all repair work and re-test fees.
24. The *Service Manager* may, from time to time, appoint one or more independent bodies to act as *Client's* Winter Fleet Inspector (FI) and to undertake inspections of the *Client's* Winter Fleet. The *Contractor* shall ensure that the *Client's* Winter Fleet is always available for such inspections in a clean condition.
25. The *Service Manager* shall, on certain *Client's* Winter Fleet items, require oil samples to be taken for analysis. The *Contractor* shall, at the time of scheduled services, and when requested by the *Service Manager*, extract the required samples and shall deliver the same to the *Service Manager* in containers suitably labelled.
26. The *Contractor* shall maintain the *Client's* Winter Fleet in a clean condition, suitable for operational service. The *Contractor* shall be responsible for all costs, including any necessary cleaning of the *Client's* Winter Fleet, including the cab, underbodies and chassis components, for all inspections.

## Vehicle Excise Duty

27. The *Client* will meet the cost of any Vehicle Excise Duty payable in respect of each item in the *Client's* Winter Fleet.

## Service Centres

28. The *Contractor* shall carry out all servicing and maintenance of the *Client's* Winter Fleet at the workshops provided within each Highway Depot, excepting only those works for which the workshop is not equipped. Servicing and maintenance of the *Client's* Winter Fleet shall always have priority over other vehicles during and in preparation for the Operational Winter Period.

## Training Standards

29. The *Contractor* shall allow only those employees who have been trained to carry out their required tasks and who possess the appropriate licences, qualifications, such as City and Guilds Certificates, National Vocational Qualifications and Construction Industry Training Board Certificates, to repair, maintain, operate or use the *Client's* Winter Fleet. The *Contractor* shall provide documentary evidence of its employees' qualification and experience. The *Contractor's* use of untrained or apprentice employees shall be subject to the approval of the *Service Manager*.

## Maintenance, Servicing and Repairs

30. The *Contractor* shall provide all maintenance and support services necessary to maintain the *Client's* Winter Fleet in a condition safe and suitable for the purpose for which it is intended and in a roadworthy condition for use on the public highway. The *Contractor* shall ensure that the *Client's* Winter Fleet complies at all times with all relevant statutory regulations and legal requirements for the duration of this contract.

31. All maintenance and repairs to the Employer's Winter Fleet shall be of a standard conforming to:-

- the requirements of the various and different original manufacturers of elements of each *Client's* Winter Fleet item, together with the supplementary requirements given in Scope S 2200,
- legislation,
- the latest British/European Standards published by BSI and
- good engineering practice.

## Materials and Components

32. The *Contractor* shall only use those materials and components that have been authorised by the original manufacturer of the *Client's* Winter Fleet item, or have been approved in writing by the *Service Manager*, for use in the servicing, maintenance and repair of the *Client's* Winter Fleet. For the lorry chassis, during the period of its manufacturer's warranty, only genuine parts from the manufacturer shall be used.

## Tachographs

33. The *Contractor* shall maintain calibrated tachograph equipment. The tachograph equipment shall be used by the *Contractor* to record all journeys and activities. The tachograph may be used as evidence on claims made against the *Contractor* by members of the public, or any other body, for vehicle, property and personal damage occasioned by the Winter Service and vehicle maintenance operation.

## Spreader Calibration

34. The *Contractor* shall carry out testing and calibration of the spreader performance of all dedicated and demountable gritters to ensure satisfactory distribution of De-Icing Material. Full testing and calibration, in accordance with paragraphs 35, 36 and 37, need only be carried out on those units scheduled to undertake precautionary salting, together with sufficient reserves. Any remaining units must, as a minimum requirement, be tested and adjusted for full operational effectiveness before the commencement of the Operational Winter Period each year.

35. Testing shall consist of a BS 1622:1989 - Static Discharge performance test carried out every year, for each gritter, and shall be completed by:-

- 1<sup>st</sup> August of each year,
- at mid-season and
- in addition, following any maintenance or incident that has the potential to affect spreader performance.

36. The *Contractor* shall carry out the tests and calibration using the same type of De-Icing Material and the nominal spreading width that will be used during the actual gritting operations. Testing shall be carried out for all required spread rates. The *Contractor* shall carry out any necessary repairs, adjustments, alterations and re-testing to ensure that the actual discharge falls within the required range.

37. The *Contractor* shall make written records of all test results and any necessary repairs, adjustments, alterations and re-testing required to achieve calibration and shall provide written confirmation from the vehicle body manufacturer for each gritter, that the calibration requirements have been met and calibration had been carried out according to the vehicle body manufacturer's recommendations.

## Bodywork and Livery

38. The *Contractor* shall include in the Vehicle Maintenance service for the corrosive protection, maintenance and repair of the *Client's* Winter Fleet's bodywork and livery, including accident repair work.

## Tyres, Punctures and Snow Plough Blade Rubbers

39. The *Contractor* shall repair all punctures and replace worn, damaged or defective tyres on the *Client's* Winter Fleet, with tyres of the same size, type and rating. Worn, damaged or defective snow plough blade rubbers shall be replaced with new, that are compatible with each blade.

## Defect Reporting and Rectification

40. The *Contractor* shall operate an effective defect reporting system, as required by Goods Vehicle (Operator's Licence) Regulations. The *Contractor* shall clearly identify any *Client's* Winter Fleet item that is not fully operational. The *Contractor* is to allow the *Service Manager* access to historical defect reports, when requested.

## Breakdowns

41. The *Contractor* shall maintain a record of breakdown, defects and materials. This should include a nil return where no incidents have occurred.

## Recovery and Repair Service

42. The *Contractor* shall provide a recovery and/or on-site repair service, in the case of breakdown or accident to any item of the *Client's* Winter Fleet. The recovery and repair service shall comprise well equipped, suitably trained and qualified staff who may be contacted by telephone and/or by other means of positive communication and will be present on the scene of the accident or breakdown and commence working to remedy the situation within one hour of being notified.